

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION

Jim McNabb, Pastor, The Bridge Assembly of God

C. ROLL CALL

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

F. CONSENT AGENDA

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

1. Approval of **08/19/14** City Council Minutes
- *2. Claims List for **FY '14**
- *3. Claims List for **FY'15**
4. Approval of **Proclamation** to Declare September 17, 2014 through September 23, 2014 as "**Constitution Week**".
- *5. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
6. Approval of **Resolution No. 15-009**, Making Changes in the General Fund Budget by Making a Supplemental Appropriation to Increase the 2014-2015 Fiscal Year Budget by \$1,000.
7. Approval of **Resolution No. 15-010**, Making Changes in the Impound Fee Fund Budget by Making a Supplemental Appropriation to Increase the 2014-2015 Fiscal Year Budget by \$18,100.
8. Approval of **Resolution No. 15-011**, Making Changes in the Park Improvement Fund Budget by Making a Supplemental Appropriation to Increase the 2014-2015 Fiscal Year Budget by \$9,600.
9. Approval of **Resolution No. 15-012**, Making Changes in the Library Fund Budget by Making a Supplemental Appropriation to Increase the 2014-2015 Fiscal Year Budget by \$1,650.
10. Approval of **Resolution No. 15-013**, Making Changes in the General Fund Budget by Making a Supplemental Appropriation to Increase the 2014-2015 Fiscal Year Budget by \$1,046,170.

11. **Acknowledgement of Transfer** of City Property, Glock Mod. 22 C .40 Caliber S/N HHR 460, to Captain Dennis Craig, Comm. #324 upon his Honorable Retirement Effective September 30, 2014, in compliance with Police Department Policy, PERSONNEL 02.03-RETIREMENT Item 5, which has been the historical past practice of the Department.
- *12. Acceptance of **Maintenance Bonds** for Water Lines, Sewer Lines and Paving/Drainage for Spitler Lake Estates Addition, Section 2.

G. INFORMATION/REPORTS

1. City Manager
Included in Agenda packet.
2. City Council

H. DISCUSSION ITEMS

1. **Discussion, Consideration and Possible Action** regarding Approval of Final Plat Application FP-5-20-14-2-29, Magnolia Trace Addition, Section 6, Cury Development, LP.
- *2. **Discussion, Consideration and Possible Action** regarding Approval of **Joint Resolution No. 15-016**, a Resolution of the City Council of the City of Mustang, Oklahoma and the Mustang Improvement Authority Establishing Sanitation Rates for Certain Waste; Providing Effective Date, and Providing for Repealer.
- *3. **Discussion, Consideration and Possible Action** regarding Approval of Contract and Bonds with Elite Towers, Inc. for the 74th Street Booster Station and County Line Road Storage Tank Project.
4. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution 15-008**, a Resolution of the City Council of the City of Mustang Amending Resolution No. 14-018; Changing the General Resident Membership Fees and Thereof; Declaring Repealer; Establishing Severability; and Declaring an Effective Date.
5. **Discussion, Consideration and Possible Action** regarding Approval of Cable Franchise Extension Agreement between the City of Mustang and CoxCom, Inc.

J. CITY ATTORNEY'S REPORT

None.

K. ADJOURNMENT

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

**MUSTANG CITY COUNCIL
AUGUST 19, 2014**

The Mustang City Council met in regular session on Tuesday, August 19, 2014, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Friday, August 15, 2014, at 3:35 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Mayor Adams called the meeting to order at **7:02 p.m.**

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

Dave Bryan, Pastor, led the assembly in the Pledge and Invocation. He stated the sermon on Sunday was from Romans where it states "submit to government authority" and wanted the Councilmembers to know that a prayer of gratitude was held for them.

C. ROLL CALL

Councilmembers Present:	Taylor
	Staples
	Bowers
	Jones (left @ 8:40 pm)
	Hagan
	Schweinberg
	Adams

Councilmembers Absent:	None
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D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

Michelle Fuller, 448 E Carson Lane, addressed the Council regarding the proposed utility rate increase to be voted on later on the agenda. She stated she has lived in Mustang for 17 years and has never been in favor of utility rate increases or increased taxes and felt her current bill was too high (she provided a copy to the Councilmembers). She stated if it is passed, she would hope the money would be used towards water and wastewater repairs and improvements and not just deposited into the general fund. **Fuller** stated she did not like the fee for a meter re-read as she has had to call the City out a couple of times for a re-read, but it was due to the City not reading the meter in the first place. She also felt the City should not be giving so many incentives to developers with the **Mayor** stating they do not get incentives; they pay for their water and sewer as well as paying an impact fee and required to install sewer and water lines.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

1. Approval of **08/05/14** City Council Minutes
2. Approval of **08/11/14** City Council Work Session Minutes
- *3. Claims List for **FY '14**
- *4. Claims List for **FY'15**
5. Approval to Turn **Past Due Library Accounts** over to the Collection Agency.
6. Approval of Placement of **Subdivision Identification Sign**.
- *7. Acknowledgement of Receipt of the Oklahoma Department of Environmental Quality **Permit No. WL000009140457** for the Construction of Water Line and Appurtenances to serve Prairie Hills Estates Addition, Phase 1.
- *8. Acknowledgement of Receipt of the Oklahoma Department of Environmental Quality **Permit No. SL000009140458** for the Construction of Sewer Line and Appurtenances to serve Prairie Hills Estates Addition, Phase 1.
- *9. Acknowledgement of Receipt of the Oklahoma Department of Environmental Quality **Permit No. SL000009140575** for the Construction of Sewer Line and Appurtenances to serve Magnolia Trace Addition, Phase 6.
- *10. Approval and Acceptance of **Sanitary Sewer Easement** to serve Prairie Hills Estates Lift Station.

Councilman Taylor requested Item F-2 be pulled.
Mayor Adams requested Item F-4 be pulled.

MOTION was made by **Mayor Adams**, seconded by **Councilman Schweinberg**, to approve Items F-1, F-3, and F-5 thru F-10 of the Consent Agenda.

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

MOTION was made by **Mayor Adams**, seconded by **Councilwoman Staples**, to approve Item F-2 of the Consent Agenda.

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

Mayor Adams stated he pulled the FY '15 claims list due to some of the claims needing legal review.

Councilman Taylor stated the claims list included the first batch of reimbursements for the storm shelter grant and he was one of the recipients; therefore, needed further legal review, but wanted to make sure all the other vendors got paid.

MOTION was made by **Mayor Adams**, seconded by **Councilman Schweinberg**, to approve Item F-4 of the Consent Agenda pending legal consideration.

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

G. INFORMATION/REPORTS

1. City Manager

City Manager Rooney stated he did not have anything to report in addition to his City Manager's report and advised the City Manager's report was available on the City's website and anyone can sign up online to receive the report automatically.

2. **City Council**

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

Councilman Taylor stated he had to miss the August 11th Work Session due to a family emergency. He also thanked the City Manager for quick action regarding the street repair at Castleridge and Katelyn Lane, but asked if Silver Star could drive the arterial roads in Castle Rock as well for any areas that could buckle like this.

Councilwoman Staples advised of the Dog Park improvements being planned by the Friends of the Animal Shelter.

City Manager Rooney stated he had been contacted by a Boy Scout who needed an Eagle Scout project and was going to recommend this project to him.

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

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

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

Councilman Schweinberg stated he received six or more calls from citizens in Castle Rock regarding the increased police presence in their addition and thanked the Police Department for their efforts. He read a letter he received from a constituent regarding a dead animal in the road on SH 152 and Sara Rd. stating he contacted the City Manager and even though it was a Sunday morning, he took care of it immediately and wanted to thank him.

Mayor Adams stated any issues he had were already taken care of by City Staff.

DISCUSSION ITEMS

1. **Discussion, Consideration and Possible Action** regarding Limb Disposal and Limb Disposal Fees.

Assistant City Manager Battles stated the City of Mustang accepts tree limbs at the Public Works facility advising over the last few years, the numbers have grown significantly. He stated residents currently pay the following fees:

\$ 5.00 per standard truck load
\$10.00 per truck and trailer load
\$20.00 per trailer if longer than 16 ft.

Battles stated the City must pay to have the limbs grinded and removed as the Oklahoma Department of Environmental Quality (ODEQ) will not allow open burning of the limbs, stating the City contracts with OEMA for a tub grinder to grind and remove the limbs. He stated in FY 2013-14, the revenue for collecting limbs was \$7,805 while the expense for grinding and removal was \$19,950 advising this is exclusive of any storm related events that occurred in May of 2013. He also stated, as discussed in the August 11th Work Session, some of the problem stems from Contractors using the facility for limbs.

Battles stated City Staff recommends two options to Council from which to choose: (1) raise the rates (below), or (2) discontinue the service where residents could go to the OEMA landfill and dispose of limbs at \$28.25 per ton plus ODEQ fee of \$1.25 per ton.

Proposed Rates:

\$13.00 per standard truck load
\$25.00 per truck and trailer load
\$50.00 per trailer if longer than 16 ft.

Discussion was held concerning whether to raise rates or discontinue the service altogether. If discontinue the service, there would not be piles taking away from the park's beauty nor wildlife living in the piles; however, if raise rates, the service would continue to be provided where residents could still bring tree limbs or have the option to go to the OEMA landfill.

MOTION was made by **Councilwoman Staples**, seconded by **Councilman Jones** to Continue Accepting Tree Limbs at the Public Works Facility, but at the Higher Rates as Proposed.

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

City Manager Rooney stated Staff would bring an Ordinance regarding the tree limb disposal rate changes to Council at the next regular City Council meeting.

2. **Presentation** by Justin Battles, Assistant City Manager, regarding Capital Improvement needs.

Assistant City Manager Battles provided a presentation regarding capital improvement needs of the City and what the City would like to accomplish. (Presentation available in Council files in City Clerk's office.)

Battles provided information regarding current projects:

- 74th Street Booster Station and County Line Water Tower - \$201,743.15;
- Lakehoma Lift Station - \$174,021.00;
- Engineering Report on Wastewater Treatment Plant Upgrades Phase II;

He also provided an overview of future improvements needed:

- Pilot Arsenic Program;
- Replace Water Lines at SW 104th & Penn;
- Upgrade Capacity of Lift Station #2;
- Replace 12" or parallel 8" sewer line east of Meadow Lane;
- Wastewater Treatment Plant headworks upgrade;
- Water Meter Upgrade/Replacement;
- Update SCADA Communications;
- Bar Screen at Lift Station #2;
- Install Flow Meter at all lift stations (CMOM);
- Storm water maintenance

Discussion was held concerning a five year plan being developed as well as how the improvements could be funded. It was stated the improvements could be funded through utility rate structure, bond issue, or possibly a loan through Oklahoma Water Resources Board (OWRB).

Councilman Taylor thanked **Battles** for the presentation stating Council had not received anything like this in the 2 ½ years he had been on the Council.

3. **Discussion, Consideration and Possible Action** regarding an Ordinance of the City of Mustang, Oklahoma, Amending the Municipal Code by: (A) Amending Chapter 118, Section 118-1(a) to Clarify that the Fee Referenced is an Application Fee; (B) Amending Chapter 118, Section 118-2(1 and 5) to Provide for and Increase Existing Utility Deposits and Increase the Transfer Fee; (C) Amending Chapter 118, Section 118-3, to Provide for Remedies and Penalties for Noncompliance with Terms and Conditions of Utility Services; (D) Amending Chapter 118 by Adding New Section 118-4 to Provide for Water Rates and Future Adjustments to Water Rates; (E) Amending Chapter 118 by Adding New Section 118-5 to Provide for a Capital Improvement Fee; (F) Amending Chapter 118 by Adding New Section 118-6 to Provide Terms and Conditions for Temporary Water Flow Meters; (G) Amending Chapter 118, Section 118-134 by Adjusting the Sewer User Charge; (H) Amending Chapter 118, Section 118-135(1, 2 and 7), to Adjust the Sewer User Charge and Base Rate for Consumers without Established Winter Period Consumption; (I) Amending Chapter 118, Section 118-136(a) to Increase Minimum Sewer Charge; (J) Amending Chapter 42, Section 118 by Renumbering Existing Subsections, Adding a New Subsection Setting Utility Deposit Amounts, and Adjusting Sewer User Charges; Declaring Repealer; Providing for Severability.

City Manager Rooney stated the FY15 budget adopted and approved by the City Council included a proposed water and sewer rate increase of 7% to occur beginning October 1, 2014 advising the revenues and expenditures within the Mustang Improvement Authority were based on the 7% increase occurring in the October billing cycles. He stated RFPs for refuse service were also solicited and received with the Oklahoma Environmental Management Authority (OEMA), the City's existing contractor, being awarded the bid stating the bid submitted by OEMA included a proposed reduction in the monthly refuse rate. He also stated Staff was proposing a Capital Improvement Fee and other fee changes.

Rooney stated the proposed 7% utility rate increase and the Capital Improvement Fee would only be used towards water and wastewater improvements and would not go to the General Fund.

Rooney stated after discussion of the Capital Improvement Fee in the August 11th Work Session, three fee options were being brought to Council for consideration: (1) \$1.50 which would generate \$125,000 per year; (2) \$3.00 which would generate \$250,000 per year; and (3) \$4.50 which would generate \$375,000 per year towards Capital Improvement issues.

Rooney also provided an analysis of the change in utility bills for customers based on 2,000, 5,000, 7,000 and 9,000 gallons of water stating the increase would be roughly 4% - 5%. He stated all other rates contained on customer utility bills remain unchanged and stated none of the above rates include the annual CPI increase.

Rooney stated Staff is also recommending changing or adding one-time fees such as residential, commercial, and rental deposits, disconnects, chronic disconnect due to non-payment, account holds, pull meter, illegal hook-up, stolen meter, tampering, re-reads at the customer request, etc. advising many of these fees have not been changed since the late-80's/early-90's while others are currently not being charged. He stated Staff also strongly recommends the City Council include language in any ordinance regarding utility rates to also include language that passes along to Mustang customers any future increase charged to the City of Mustang from Oklahoma City stating this historically has not been done and should be automatic.

Rooney also complimented **Ms. Fuller** for coming to the Council meeting and voicing her opposition to the rate increase stating it's easy to sit home and complain, but not so easy to stand up in front of everyone and voice your opinion and encourage her to stay involved.

Discussion included the dollar amount paid to Oklahoma City for water compared to what the City of Mustang receives with it being stated the City is bleeding, but a rate increase would help to bring the City closer to breaking even with what Oklahoma City is charging currently (this does not address future increases from Oklahoma City). It was stated the City of Oklahoma City intends to increase their rates to other cities purchasing water from them by 15%-18% each of the next three years. **Rooney** also stated the City knew in January of the City of Oklahoma City's intentions on raising rates.

Other discussion included the proposed Capital Improvement Fee and the three options provided, mainly option C which is a monthly fee of \$4.50. Advantages discussed included being able to raise more money more quickly in order to help avoid bonds, loans, etc. and to be able to start addressing issues sooner as well as removing the dependency on Oklahoma City sooner. It was also discussed if it would be better to ask for \$4.50 now or in stages since there would also be an increase in utility rates.

MOTION was made by **Mayor Adams**, seconded by **Councilman Schweinberg** to Approve Ordinance 1106 Option C - includes the Capital Improvement Fee of \$4.50.

City Attorney Miller stated the Ordinance needed to be amended on Page 6, Section 6 stating "Sec. 118-4" should be "Sec. 118-5".

AMENDED MOTION was made by **Mayor Adams**, seconded by **Councilman Schweinberg** to Approve Ordinance 1106 Option C - includes the Capital Improvement Fee of \$4.50 with the amendment based on attorney recommendation.

AYE: Taylor, Staples, Jones, Hagan, Schweinberg, Adams

NAY: Bowers

- *4. **Discussion, Consideration and Possible Action** regarding Approval of **Joint Resolution No. 15-006**, a Resolution of the City Council of the City of Mustang and the Mustang Improvement Authority Establishing Water Rates; Establishing Guidelines; Providing Effective Dates; and Providing for Repealer.

City Manager Rooney stated the Resolution would adopt the new water rates and effective date starting October 1, 2014. He stated the Resolution will be included on the MIA agenda as well for approval.

MOTION was made by **Councilman Schweinberg**, seconded by **Mayor Adams**, to Approve Joint Resolution No. 15-006.

AYE: Taylor, Staples, Bowers, Jones, Hagan, Schweinberg, Adams

NAY: None

- *5. **Discussion, Consideration and Possible Action** regarding Approval of Interlocal Cooperation Agreement between the City of Mustang and the Oklahoma Environmental Management Authority (OEMA) for the Collection and Disposal of Residential and Commercial Garbage and Refuse.

City Manager Rooney stated on June 17, 2014, City Council authorized the **City Manager** and **City Attorney** to negotiate a contract with OEMA based on the award of the bid for Solid Waste Collection. He also stated based on OEMA's bid, sanitation rates to the citizens are proposed to be reduced by \$1.50 per month beginning October 1, 2014 and one (1) additional curbside collection was added. **Rooney** stated this is the negotiated contract agreed upon by both parties.

MOTION was made by **Councilman Taylor**, seconded by **Councilman Jones**, to Approve the Interlocal Cooperation Agreement between the City of Mustang and OEMA for the Collection and Disposal of Residential and Commercial Garbage and Refuse.

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

- *6. **Discussion, Consideration and Possible Action** regarding Approval of **Joint Resolution No. 15-007**, a Resolution of the City Council of the City of Mustang and the Mustang Improvement Authority Establishing Sanitation Rates; Providing Effective Dates; and Providing for Repealer.

City Manager Rooney stated the Resolution would adopt new refuse rates for the City of Mustang's residential, commercial, and industrial customers stating the new rates represent reductions in all three types of refuse customers.

MOTION was made by **Councilman Jones**, seconded by **Councilwoman Staples**, to Approve Joint Resolution No. 15-007.

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

J. CITY ATTORNEY'S REPORT

1. **Discussion, Consideration and Possible Action** to Conduct Evaluation of the Performance of the City Manager of the City of Mustang, and to consider the Renewal of the City Manager's Employment Contract, including Negotiation of Terms and Conditions of Employment and Term of Contract; and **Proposed Executive Session as authorized by 25 Okla. Stat. 307(B)(1).**
2. **Discussion, Consideration and Possible Action** concerning Independent School District No. 69 v. City of Mustang, et al., Case No. CIV-2014-102, District Court, Canadian County, State of Oklahoma; and **Proposed Executive Session as authorized by 25 Okla. Stat. 307(B)(4).**

MOTION was made by **Mayor Adams**, seconded by **Councilwoman Bowers** to adjourn to executive session.

AYE: Taylor, Staples, Bowers, Jones, Hagan, Schweinberg, Adams

NAY: None

TIME ADJOURNED to Executive Session: **8:19 p.m.**

Councilman Jones left at 8:40 p.m.

Mayor Adams called the meeting back in session at **9:03 p.m.**

In reference to Item J-1 –

MOTION was made by **Mayor Adams**, seconded by **Councilwoman Staples**, to Approve the Renewal of the City Manager's Employment Contract with the following changes: (1) increase contract to a three (3) year contract with increase in compensation; (2) the addition of an auto allowance; and (3) increase in severance over the three (3) year period.

AYE: Taylor, Staples, Bowers, Hagan, Schweinberg, Adams

NAY: None

In reference to Item J-2 –

No motion taken, information purposes only.

K. ADJOURNMENT

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

AYE: Taylor, Staples, Bowers, Hagan, Schweinberg, Adams

NAY: None

The meeting was adjourned at **9:03 p.m.**

Jay Adams, Mayor

Attest:

Lisa Martin, City Clerk

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 11 CITY MANAGER						
14-2234	01-M0001	MUSTANG NEWS	LEGAL PUBLICATIONS	6/2014	201408259518	712.63
DEPARTMENT TOTAL:						712.63
DEPARTMENT: 15 GENERAL GOVERNMENT						
14-0221	01-H0040	BILLY R HOWELL	CITY HALL PEST CONTROL	6/2014	201408259519	600.00
DEPARTMENT TOTAL:						600.00
DEPARTMENT: 18 TOWN CENTER						
14-1943	01-01590	AHERN RENTALS	SCISSORLIFT RENTAL	6/2014	13453874-1	266.30
14-1293	01-G0046	THE GLASS DOCTOR-OKC	REPAIR GLASS @ TOWN CENTE	6/2014	2-48731	465.63
14-2032	01-H0071	HUNZIKER BROTHERS	PHILIPS BULBS FOR T.C.	6/2014	S1495237.001	94.15
DEPARTMENT TOTAL:						826.08
DEPARTMENT: 19 BALL COMPLEX						
14-2231	01-02970	SPRINKLER WORKS	REPAIRS TO SPRINKLER SYST	6/2014	1791-	1,054.86
DEPARTMENT TOTAL:						1,054.86
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
14-1929	01-N0108	NEXTEL COMMUNICATIONS	CELL PHONE USAGE	6/2014	201408259520	323.33
DEPARTMENT TOTAL:						323.33
DEPARTMENT: 51 FIRE						
14-2283	01-M3000	MARSHALL ENVIRONMENTAL MANAAIR QUALITY TEST		6/2014	10699	2,300.70
DEPARTMENT TOTAL:						2,300.70
FUND TOTAL:						5,817.60

FUND: 14 - STREET/DRAINAGE IMP

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
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DEPARTMENT: 14 ADMINISTRATION

14-2232	01-04970	RADAR SIGNS	SOLAR PANELS FOR SIGNS	6/2014	2756-	1,040.00
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DEPARTMENT TOTAL: 1,040.00

FUND TOTAL: 1,040.00

GRAND TOTAL: 6,857.60

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 MAYOR AND COUNCIL						
15-0525	01-C0245	CRAWFORD & ASSOCIATES, PC	FINANCIAL CONSULTING	8/2014	8403	1,120.00
15-0365	01-H0045	STEVEN HUDDLESTON	COURT APPEARANCES	8/2014	SEPT 14	1,600.00
15-0011	01-W0001	WHEATLEY, SEGLER, OSBY & MIMONTHLY	RETAINER FEES	8/2014	AUG 14	2,239.95
DEPARTMENT TOTAL:						4,959.95
DEPARTMENT: 11 CITY MANAGER						
15-0113	01-06610	PREMIER SOURCE, LLC	HEALTH BENEFIT CONSULTING	8/2014	1130	2,083.25
15-0548	01-D1082	DELTA DENTAL	RETIREE INSURANCE	8/2014	SEPT 14	173.22
15-0547	01-U0220	USAVISION GROUP ACCOUNTS	RETIREE INS.	8/2014	SEPT 14	19.50
DEPARTMENT TOTAL:						2,275.97
DEPARTMENT: 12 LIBRARY						
15-0288	01-T0142	THE LIBRARY CORPORATION	BAR CODE LABELS	8/2014	57891	216.00
DEPARTMENT TOTAL:						216.00
DEPARTMENT: 13 PARKS AND RECREATION						
15-0338	01-A0114	ALL STORAGE	STORAGE RENTALS	8/2014	201408279541	87.00
15-0329	01-A1043	AAA BILLARD SUPPLY	POOL TABLE REPAIRS	8/2014	201408259521	795.00
15-0322	01-N0108	NEXTEL COMMUNICATIONS	CELL PHONES FOR ASP/CAMP	8/2014	597274785-076	81.03
15-0499	01-00150	OK REC & PARK SOCIETY	ORPS MEMBERSHIP	8/2014	94206	225.00
15-0415	01-U0009	US FOOD SERVICE INC	COFFEE FOR SENIOR CENTER	8/2014	4097717	323.71
15-0418	01-W0020	WALMART COMMUNITY BRC	POOL/EVENT SUPPLIES	8/2014	15-0218 AUG	123.54
DEPARTMENT TOTAL:						1,635.28
DEPARTMENT: 15 GENERAL GOVERNMENT						
15-0312	01-03660	COX COMMUNICATIONS	TELEPHONE/INTERNET	8/2014	AUG 14	6,841.98
15-0338	01-A0114	ALL STORAGE	STORAGE RENTALS	8/2014	201408279541	230.00
15-0515	01-C0076	BOBBIE COWAN	SPAY/NEUTER REFUND	8/2014	201408259525	25.00
15-0370	01-E0065	AMSAN	JANITORIAL SUPPLIES	8/2014	316661164	177.13
15-0170	01-N0025	FIRST CHOICE COFFEE	CITY HALL COFFEE SERVICE	8/2014	85087	29.95
15-0504	01-Q0010	OKLAHOMA NATURAL GAS	GAS SERVICE / AUGUST 2014	8/2014	201408259528	93.51
15-0374	01-P1051	PITNEY BOWES	BULK POSTAGE	8/2014	201408269533	5,328.63
15-0010	01-S0085	SILVER STAR CONSTRUCTION	COMAINTENANCE CONTRACT	8/2014	23403	60,493.75
15-0468	01-S0085	SILVER STAR CONSTRUCTION	COMAINTENANCE CAP	8/2014	23402	11,997.67
DEPARTMENT TOTAL:						85,217.62

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 18 TOWN CENTER						
15-0452	01-A0060	ACTION LOCK	REPAIR PULL BAR ON DOOR	8/2014	F73855	90.00
15-0489	01-00012	OKLAHOMA NATURAL GAS	GAS USAGE THRU AUG	8/2014	201408259530	118.13
DEPARTMENT TOTAL:						208.13
DEPARTMENT: 19 BALL COMPLEX						
15-0490	01-02970	SPRINKLER WORKS	REPAIRS TO SPRINKLER	8/2014	2030	276.90
15-0497	01-B0160	SPORT SUPPLY GROUP INC	PITCHING RUBBERS, PLATES	8/2014	96277680	532.86
15-0064	01-I1119	STEPHEN WHOLESALE CO, INC.	FOOD SUPPLIES FOR CONCESS	8/2014	6136769	1,495.24
15-0323	01-L0052	LOCKE SUPPLY COMPANY	ZIP TIES, SUPPLIES	8/2014	23779477-00	141.11
15-0544	01-M0086	MOODY SCOREBOARDS	REPAIR TO SCOREBOARD	8/2014	1010	222.38
15-0416	01-P0144	BOTTLING GROUP, LLC	DRINKS FOR CONCESSION	8/2014	80114112	3,739.62
15-0168	01-P1016	P&K JOHN DEERE	FIELD DRAG ATTACHMENT	8/2014	1619619	426.05
15-0078	01-U0009	US FOOD SERVICE INC	FOOD, SUPPLIES/CONCESSION	8/2014	4097718	2,235.95
DEPARTMENT TOTAL:						9,070.11
DEPARTMENT: 20 AQUATICS						
15-0411	01-A0162	ANCHOR INDUSTRIES	FUNBRELLA TOPS	8/2014	7550	3,434.00
15-0062	01-I1119	STEPHEN WHOLESALE CO, INC.	FOOD & SUPPLIES FOR CONCE	8/2014	6132638	281.12
15-0216	01-S9983	SUNBELT POOLS, INC	CHLORINE	8/2014	11451-1	182.88
15-0409	01-S9983	SUNBELT POOLS, INC	CHLORINE & CHEMICALS/POOL	8/2014	11401-1	625.70
15-0453	01-U0009	US FOOD SERVICE INC	FOOD FOR CONCESSIONS	8/2014	3932813	651.94
DEPARTMENT TOTAL:						5,175.64
DEPARTMENT: 21 FINANCE						
15-0470	01-M0234	MUSTANG TIMES	ANNUAL SUBSCRIPTION	8/2014	201408259527	20.00
DEPARTMENT TOTAL:						20.00
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
15-0023	01-C0020	CANADIAN COUNTY CLERK	FILING OF ABATEMENT FEES	8/2014	R378524	28.00
15-0057	01-N0108	NEXTEL COMMUNICATIONS	CELL PHONE SERVICE	8/2014	588320329-133	323.18
15-0532	01-R0024	REDBUD BUILDERS	REFUND OF OVERPAYMENT	8/2014	201408269536	280.00
DEPARTMENT TOTAL:						631.18

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
1	MENT: 41	POLICE				
15-0263	01-01040	BOARD OF TESTS	INTOXILYZER CLASS	8/2014	2994	124.00
15-0430	01-C0182	CITY OF EDMOND	PURCHASE OF 99 CROWN VIC	8/2014	201408279540	1,000.00
15-0154	01-E0065	AMSAN	MISC PAPER GOODS	8/2014	316661180	213.56
15-0489	01-00012	OKLAHOMA NATURAL GAS	GAS USAGE THRU AUG	8/2014	201408259530	178.39
15-0427	01-0177	OK TAX COMM.	TAG & TITLE FEE	8/2014	15-0427	26.50
15-0230	01-S0088	SPECIAL OPS UNIFORMS, INC	SHIRT FOR MEADOWS	8/2014	219602	43.99
15-0059	01-S0206	STOLZ TELECOM, LLC	VEHICLE REPAIRS	8/2014	4225-0	205.25
15-0400	01-T0013	TASER INTERNATIONAL INC	TRAINING TARGETS & CARTRI	8/2014	S/1368269	1,539.15
15-0034	01-T1055	TOWN PLAZA CLEANERS	UNIFORM/JAIL CLEANING	8/2014	201408259532	300.00
15-0270	01-U0005	ACCURACY INC	AMMUNITION FOR POLICE DEP	8/2014	141545	2,786.00
15-0046	01-W0020	WALMART COMMUNITY BRC	OFFICE & JAIL SUPPLIES	8/2014	201408259516	37.46
DEPARTMENT TOTAL:						6,454.30
DEPARTMENT: 51	FIRE					
15-0520	01-C0061	MIKE CARROLL	PER DIEM FOR CONFERENCE	8/2014	201408259524	160.00
15-0364	01-C0065	CASCO INDUSTRIES, INC.	INTAKE GAUGE & S&H	8/2014	145967	175.00
15-0503	01-N0123	NAT'L REGISTRY OF EMT'S	AEMT PATCH FOR UNIFORM	8/2014	39782	20.00
15-0504	01-00010	OKLAHOMA NATURAL GAS	GAS SERVICE / AUGUST 2014	8/2014	201408259528	115.18
15-0027	01-00210	RADIOS UNLIMITED, INC	PAGER/RADIO REPAIR	8/2014	70376	135.00
15-0421	01-S1015	S&S TEXTILES	T-SHIRTS FOR WESTERN DAY	8/2014	38125	63.55
15-0383	01-T0002	T & W TIRE	FRONT & REAR TIRES	8/2014	5351179	2,948.54
15-0139	01-W0020	WALMART COMMUNITY BRC	MISC CHARGES	8/2014	201408259513	39.68
15-0363	01-W0020	WALMART COMMUNITY BRC	MISC. CHARGES	8/2014	201408259514	19.84
15-0363	01-W0020	WALMART COMMUNITY BRC	2 BATTERIES	8/2014	201408259515	162.76
DEPARTMENT TOTAL:						3,839.55
DEPARTMENT: 61	STREETS					
15-0331	01-L0070	LUTHER SIGN CO, INC.	STREET SIGNS FOR SPITLER	8/2014	9893	1,463.50
DEPARTMENT TOTAL:						1,463.50
FUND TOTAL:						121,167.23

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PURCHASE ORDER CLAIM REGISTER

PAGE: 4

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
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DEPARTMENT: 00 ADMINISTRATION

15-0491	01-02970	SPRINKLER WORKS	REPAIRS AT THE 4 CORNERS	8/2014	2035	426.90
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DEPARTMENT TOTAL: 426.90

FUND TOTAL: 426.90

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PURCHASE ORDER CLAIM REGISTER

PAGE: 5

FUND: 07 - LIBRARY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07 ADMINISTRATION						
15-0473	01-02410	TUTTLE TIMES	ANNUAL SUBSCRIPTION	8/2014	201408269538	19.95
15-0442	01-A9797	AWE DIGITAL LEARNING SOLUTION	COMPUTER WORKSTATION	8/2014	MUST14001-1*	3,150.00
15-0456	01-M0001	MUSTANG NEWS	ANNUAL SUBSCRIPTION	8/2014	201408269539	18.00
DEPARTMENT TOTAL:						3,187.95
FUND TOTAL:						3,187.95

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PURCHASE ORDER CLAIM REGISTER

PAGE: 6

FUND: 09 - 2012 GO BOND - BASEBALL

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		GENERAL GOVERNMENT				
15-0513	01-05340	EMMONS CONSTRUCTION, LLC	CONCESSION/RESTROOMS	8/2014	002	23,447.70
DEPARTMENT TOTAL:						23,447.70
FUND TOTAL:						23,447.70

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PURCHASE ORDER CLAIM REGISTER

PAGE: 7

FUND: 12 - 2012 GO BOND-TOWN CENTER

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
L	MENT: 15	GENERAL GOVERNMENT				
15-0472	01-A0016	AMERICAN ENERGY SAVERS, INCTINT WINDOWS & DOOR/T.C.		8/2014	4597	1,825.00
15-0236	01-A9797	AWE DIGITAL LEARNING SOLUTICOMPUTER WORKSTATIONS		8/2014	MUST14001-1	6,360.00
					DEPARTMENT TOTAL:	8,185.00
					FUND TOTAL:	8,185.00

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PURCHASE ORDER CLAIM REGISTER

PAGE: 8

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 PARK AND RECREATION						
15-0513	01-05340	EMMONS CONSTRUCTION, LLC	CONCESSION/RESTROOMS	8/2014	002	23,447.70
DEPARTMENT TOTAL:						23,447.70
DEPARTMENT: 19 BALL COMPLEX						
15-0195	01-P1016	P&K JOHN DEERE	COMMERCIAL MOWER	8/2014	113910004	8,765.68
DEPARTMENT TOTAL:						8,765.68
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
15-0347	01-S0093	SMART TECHNOLOGIES INC	HP DESIGN JET T2500	8/2014	715793	8,945.00
DEPARTMENT TOTAL:						8,945.00
DEPARTMENT: 51 FIRE						
15-0176	01-U0090	ULTIMATE ROOFING & CONSTRU	EXTRACTOR INSTALL	8/2014	757	2,300.00
DEPARTMENT TOTAL:						2,300.00
FUND TOTAL:						43,458.38

AUGUST 2014 PAYROLL

DEPT			
511			\$ 17,212.01
512			\$ 20,842.63
513			\$ 48,939.48
518			\$ 3,761.60
519			\$ 13,748.45
520			\$ 32,911.63
521			\$ 26,054.14
531			\$ 26,447.00
541			\$ 122,052.67
542			\$ 1,953.36
551			\$ 88,571.76
TOTAL			\$ 402,494.73

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. F-4
2. MEETING DATE: September 2, 2014
3. TITLE: Approval of Proclamation Declaring September 17th through September 23rd as "Constitution Week"
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Timothy Rooney, City Manager
6. BACKGROUND:

The Daughters of the American Revolution (DAR) asked for this item to be placed on the agenda to declare September 17th through September 23rd as "Constitution Week". This is something the Council has done for several years.

The tradition of celebrating the Constitution started many years ago by the DAR. In 1955, the DAR petitioned Congress to set aside September 17-23 annually to be dedicated for the observance of Constitution Week. The resolution was later adopted by the U.S. Congress and signed into Public Law #915 on August 2, 1956, by President Eisenhower. The DAR is asking us to join in being America's cheerleader the week of September 17-23 to honor and officially recognize the patriotic celebrations which will commemorate the occasion.

It is a week-long commemoration of America's most important document and today stands as a testament to the tenacity of Americans throughout history to maintain our liberties and freedom, and ensuring the unalienable rights.

7. FINANCIAL IMPACT: None

STAFF COMMENTS:

8. STAFF SOURCE: Timothy Rooney, City Manager

PROCLAMATION

WHEREAS, September 17, 2014 marks the two hundred twenty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

NOW, THEREFORE, I, Mathew Taylor, by virtue of the authority vested in me as **Vice Mayor** of the **City of Mustang**, in the **City of Mustang**, do hereby proclaim the week of **September 17 through 23** as

"CONSTITUTION WEEK"

AND ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mustang to be affixed this 2nd day of September of the year of our Lord **two thousand fourteen.**



Mathew Taylor, Vice Mayor

Attest:

Lisa Martin
Lisa Martin, City Clerk

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

- 1. ITEM NO.** F-5
- 2. DATE** September 02, 2014
- 3. TITLE:** Approval to turn past due utility accounts over to the collection agency.
- 4. COUNCIL ACTION:** Approve or Deny
- 5. INITIATOR:** Janet Watts, Finance Director,
- 6. BACKGROUND:** The attached utility accounts are past due and need to be sent to collections. Total balance is \$2,319.58 excluding collection agency fees.
- 7. STAFF SOURCE:** Janet Watts
- 8. FINANCIAL IMPACT:** Bad debt write-off of \$2,319.58
- 9. STAFF COMMENTS:** Recommends turning accounts over to collections.
- 10. CITY ATTORNEY'S COMMENTS:**
- 11. RESOLUTION/ORDINANCE NO.** N/A

JANA FERRELL - COLLECTIONS
09/02/2014

ACCOUNT NUMBER	NAME	SERVICE ADDRESS	MAILING ADDRESS	BALANCE	AGENCY FEE	TOTAL FEE	AGENCY FEE	TOTAL FEE
13-0179-02-0 START DATE: 9-9-13 FINAL DATE: 6-27-14	BAMBOROUGH, LISA	452 W MAPLE BRANCH WAY MUSTANG, OK 73064	452 W MAPLE BRANCH WAY MUSTANG, OK 73064	\$ 131.08	\$ 45.88	\$ 176.96		
13-0328-09-0 START DATE: 3-11-13 FINAL DATE: 7-7-14	BASS, REBECCA	217 W CHANTILLY WAY MUSTANG, OK 73064	2257 COUNTY ROAD 302 ELGIN, TX 78621	\$ 141.52	\$ 49.53	\$ 191.05		
10-0063-06-0 START DATE: 8-16-10 FINAL DATE: 7-1-14	BECERRA, MARIA	511 W ELDER DR MUSTANG, OK 73064	5607 COLFAX PLACE OKC, OK 73112	\$ 114.90	\$ 40.22	\$ 155.12		
23-0069-09-0 START DATE: 12-30-11 FINAL DATE: 7-9-14	BROWN, CAROL	714 W HORIZON WAY MUSTANG, OK 73064	400 N TRADE CTR TERR, APT 204 MUSTANG, OK 73064	\$ 26.20	\$ 9.17	\$ 35.37		
06-0128-04-0 START DATE: 2-24-10 FINAL DATE: 6-24-14	BUSH, THOMAS	906 W RIDGECREST WAY MUSTANG, OK 73064	906 W RIDGECREST WAY MUSTANG, OK 73064	\$ 176.20	\$ 61.67	\$ 237.87		
15-0005-08-0 START DATE: 7-31-09 FINAL DATE: 6-24-14	COOPER, BENITA	124 S MEADOW LN MUSTANG, OK 73064	334 W BRANCHES WAY MUSTANG, OK 73064	\$ 117.91	\$ 41.27	\$ 159.18		
22-0540-07-0 START DATE: 1-3-14 FINAL DATE: 6-30-14	COX, ANGELA	417 E PLANTATION TERR MUSTANG, OK 73064	106 MEYERS DRIVE TUTTLE, OK 73089	\$ 76.38	\$ 26.73	\$ 103.11		
04-0398-02-0 START DATE: 7-13-09 FINAL DATE: 6-26-14	DAVIS, GARY	701 N ELK WAY MUSTANG, OK 73064	1383 COUNTY ROAD 1373 CHICKASHA, OK 73018	\$ 171.09	\$ 59.88	\$ 230.97		
17-0093-09-0 START DATE: 9-30-13 FINAL DATE: 7-11-14	DOLAN, GEOFFREY	252 E HILLCREST LN MUSTANG, OK 73064	252 E HILLCREST LN MUSTANG, OK 73064	\$ 122.30	\$ 42.81	\$ 165.11		
19-0095-02-0 START DATE: 9-20-13 FINAL DATE: 7-15-14	FRAZIER, CHAD	2232 E FRONTIER TERR MUSTANG, OK 73064	2232 E FRONTIER TERR MUSTANG, OK 73064	\$ 104.72	\$ 36.65	\$ 141.37		
17-0450-01-0 START DATE: 5-8-09 FINAL DATE: 6-17-14	HAGUE, KARMAN	519 E JUNIPER LN MUSTANG, OK 73064	519 E JUNIPER LN MUSTANG, OK 73064	\$ 142.90	\$ 50.02	\$ 192.92		
22-9918-06-0 START DATE: 8-31-12 FINAL DATE: 6-30-14	HECTOR, DERRICK	501 N LILY ANN TERR MUSTANG, OK 73064	301 N PINE TERR MUSTANG, OK 73064	\$ 46.45	\$ 16.26	\$ 62.71		
09-0301-02-0 START DATE: 12-13-11 FINAL DATE: 6-27-14	LANDRUM, BOBBY	812 W DOWDEN DR MUSTANG, OK 73064	5308 GREEN TREE BLVD MIDLAND, TX 79707-1517	\$ 121.06	\$ 42.37	\$ 163.43		
19-0147-03-0 START DATE: 4-1-11 FINAL DATE: 6-2-14	MCCARTHY, SHELBY	1733 E LAKE PARK LN MUSTANG, OK 73064	3229 TENKILLER YUKON, OK 73099	\$ 66.20	\$ 23.17	\$ 89.37		
19-0134-02-0 START DATE: 3-7-07 FINAL DATE: 6-13-14	NOBLE, RON	2425 E KAREN TERR MUSTANG, OK 73064	PO BOX 271 WHEATLAND, OK 73097	\$ 36.62	\$ 12.82	\$ 49.44		
21-0190-43-0 START DATE: 2-12-14 FINAL DATE: 6-25-14	PAPE, SARAH	2029 EAST HILL TERR MUSTANG, OK 73064	2029 EAST HILL TERR MUSTANG, OK 73064	\$ 234.84	\$ 82.19	\$ 317.03		
03-0065-01-0 START DATE: 1-20-03 FINAL DATE: 6-27-14	PRITCHARD, ANGELA	1725 W DAVID DR MUSTANG, OK 73064	1725 W DAVID DR MUSTANG, OK 73064	\$ 65.81	\$ 23.03	\$ 88.84		
05-0196-10-0 START DATE: 3-14-14 FINAL DATE: 6-20-14	SMITH, NICOLE	1200 W WESTCHESTER WAY MUSTANG, OK 73064	1200 W WESTCHESTER WAY MUSTANG, OK 73064	\$ 218.85	\$ 76.60	\$ 295.45		
22-0856-04-0 START DATE: 8-1-11 FINAL DATE: 7-7-14	WALDROP, TODD & CHRISTY	317 E MOBILE TERR MUSTANG, OK 73064	1425 HICKORY LN NE ARAB, AL 35016-3972	\$ 100.67	\$ 35.23	\$ 135.90		
18-0028-13-0 START DATE: 4-2-14 FINAL DATE: 7-1-14	WHITEHEAD, BROOKE	208 N MONOCOUPPE TERR MUSTANG, OK 73064	208 N MONOCOUPPE TERR MUSTANG, OK 73064	\$ 103.88	\$ 36.36	\$ 140.24		

ACCOUNTS: 20

TOTALS: \$ 2,319.58 \$ 811.85 \$ 3,131.43 \$ 811.85 \$ 3,131.43

City of Mustang
City Council
Agenda Item Commentary

1. **ITEM NO.** F-6
2. **MEETING DATE:** September 2, 2014
3. **TITLE:** Discussion, Consideration and Possible Action to Approve Resolution No. **15-009** for a Budget Supplemental in the General Fund for the Fiscal Year 2014-2015.
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Justin Battles, Parks Director
6. **BACKGROUND:**

The Parks Department received Grant for \$1,000 from Oklahoma Art Council for performance of Edgar Cruz, Guitarist Concert in the Park.
7. **FINANCIAL IMPACT:** \$1,000.00
8. **STAFF COMMENTS:** Staff recommends approval
9. **STAFF SOURCE:** Jean Heasley, Assistant Parks and Recreation Director

RESOLUTION NO. 15-009

A RESOLUTION TO MAKE CHANGES IN THE GENERAL FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2014-2015 FISCAL YEAR BUDGET BY \$1,000

WHEREAS, the City has received Oklahoma Art Council; and

WHEREAS, the City Council desires to appropriate funds;

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

SUPPLEMENTAL APPROPRIATION

Revenues:	
Grants Revenue (01-45111)	\$1,000.00
Expenditures:	
Park programming (01-513-5302)	<u>\$1,000.00</u>
Total	<u>\$1,000.00</u>

This is to certify that the above and foregoing Resolution was duly **ADOPTED** and **APPROVED** by the Mayor and City Council this **2nd day of September 2014**.

Mayor
ATTEST:

City Clerk

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO.** F-7

2. **MEETING DATE:** September 2, 2014

3. **TITLE:**

Discussion, Consideration and Possible Action to Approve Resolution No. **15-010** for a Budget Supplemental in the Impound Fee Fund for the Fiscal Year 2014-2015.

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

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

6. **BACKGROUND:**

The Council approved Ordinance #1102 on May 8, 2014 amending Chapter 114, Article IX, by renaming Article IX to "Impoundment of Vehicles". Section 114-568 (c) states for vehicles impounded under the authority of sections 114-566 (4) through (10), such order of release shall be conditioned upon the payment of an impound fee in the amount of \$100 by the person to whom the release is issued. This impound fee shall be independent of any fines, costs or fees which may be assessed from citations issued to any person for violation of traffic laws or other ordinance violations involving the impounded vehicle and in addition to any fees owed to the towing service for the impoundment and storage. The Chief of Police is hereby authorized to adopt rules and regulations consistent with this chapter to implement section. By addition section (d) there is hereby created all impound fees shall be deposited from which expenditures may be used for dispatch, jail, records clerks, training and enforcement of traffic safety in administration of the above. The purpose of this resolution is to establish the Impound Fee Fund for the purpose(s) of defraying the costs associated with violations involving the impounded vehicle and additional fees owed to towing service for the impoundment and storage.

One Hundred Dollars (\$100.00) impound administrative fee shall be collected by the police department staff. The collected fees shall be secured in a dual key lock box. The collected fees shall be deposited daily (weekends and holidays excluded) to the municipal court. The municipal court shall be set aside the full amount of the fees collected to offset all operational and administrative costs

associated with a vehicle impound. The court clerk shall deposit these monies set aside pursuant to this subsection and deposit into the appropriate fund in compliance with municipal ordinance.

The Impound Fee Fund was not included in the original 2015 fiscal year annual budget due timing of establishing the fund and no impound violations had occurred.

A supplemental appropriation to increase the Impound Fund in the amount of \$18,100 to be appropriated in fiscal year 2015.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Chuck Foley, Police Chief

10. ORDINANCE /RESOLUTION NO. 15-010

RESOLUTION NO. 15-010

A RESOLUTION TO MAKE CHANGES IN THE IMPOUND FEE FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2014-2015 FISCAL YEAR BUDGET BY \$18,100.

WHEREAS, on May 8, 2014 an Ordinance #1102 amending Chapter 114, Article IX, by renaming Article IX to "Impoundment of Vehicles" and for vehicles impounded under the authority shall be conditioned upon payment of an impound fee in the amount of one hundred dollars (\$100.00) by the person to whom the release is issued;

WHEREAS, the Council desires to appropriate funds;

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

SUPPLEMENTAL APPROPRIATION

Revenues:	
Interest on Investments (04-45141)	\$ 100
Transfer from Court (04-46803)	<u>18,000</u>
Total	<u>\$18,100</u>
Expenditures:	
Restricted Fund Balance (04-541-5555)	<u>18,100</u>
Total	<u>\$18,100</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **2nd** day of **September 2014**.

Mayor

ATTEST:

City Clerk

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. F-8

2. MEETING DATE: September 2, 2014

3. TITLE:

Discussion, Consideration and Possible Action to Approve Resolution No. **15-011** for a Budget Supplemental in the Park Improvement Fund for the Fiscal Year 2014-2015.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The City received STP-109E(133)EH Trail Design grant monies in the amount of \$9,600 from the Oklahoma Department of Transportation (ODOT).

A supplemental appropriation to increase the Park Improvement Fund in the amount of \$9,600 to be appropriated in fiscal year 2015.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Justin Battles, Assistant City Manager

10. ORDINANCE /RESOLUTION NO. 15-011

RESOLUTION NO. 15-011

A RESOLUTION TO MAKE CHANGES IN THE PARK IMPROVEMENT FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2014-2015 FISCAL YEAR BUDGET BY \$9,600.

WHEREAS, the City received \$9,600 for the STP-109E(133)EH Trail Design JP#24559(04) grant;

WHEREAS, the Council desires to appropriate funds;

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

SUPPLEMENTAL APPROPRIATION

Revenues:	
Grant (05-45110)	\$9,600
Expenditures:	
Park Improvement (05-500-5610)	<u>\$9,600</u>
Total	<u>\$9,600</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council on this **2nd** day of **September 2014**.

Mayor

ATTEST:

City Clerk

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. F-9

2. MEETING DATE: September 2, 2014

3. TITLE:

Discussion, Consideration and Possible Action to Approve Resolution No. **15-012** for a Budget Supplemental in the Library Fund for the Fiscal Year 2014-2015.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The Library Department received \$1,650 from Oklahoma State Arts Council for fiscal year 2015 (Summer Arts).

A supplemental appropriation to increase the Library Fund in the amount of \$1,650 to be appropriated in fiscal year 2015.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Desiree Webber, Library Director

10. ORDINANCE /RESOLUTION NO. 15-012

RESOLUTION NO. 15-012

A RESOLUTION TO MAKE CHANGES IN THE LIBRARY FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2014-2015 FISCAL YEAR BUDGET BY \$1,650.

WHEREAS, the Library Department received revenue from Oklahoma State Arts Council that needs to be supplemented to the fiscal year 2015 budget;

WHEREAS, the Council desires to appropriate funds;

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

SUPPLEMENTAL APPROPRIATION

Revenues:	
Library Grants (07-45111)	\$1,650
Expenditures:	
Miscellaneous (07-507-5611)	<u>1,650</u>
Total	<u>\$1,650</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **2nd** day of **September 2014**.

Mayor

ATTEST:

City Clerk

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. F-10

2. MEETING DATE: September 2, 2014

3. TITLE:

Discussion, Consideration and Possible Action to Approve Resolution No. **15-013** for a Budget Supplemental in the General Fund for the Fiscal Year 2014-2015.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

City Council approved grant application to the Federal Emergency Management Agency (FEMA-4109-DR-OK) via the Oklahoma Department of Emergency Management (ODEM) on September 17, 2013 in an effort to obtain Multi-Hazard Mitigation Grant funding for Individual Safe Room (ISR) rebate program. The City was awarded \$1,057,500. Homeowners are required to pay for their ISRs in full before applying for reimbursement. Only seventy-five percent (75%) of the purchase price (up to \$2,000) is eligible for rebate.

Appropriations that were eligible for the rebate program were expended in prior fiscal year 2014 leaving a balance of \$1,046,170.

A supplemental appropriation to increase the General Fund in the amount of \$1,046,170 to be appropriated in fiscal year 2015.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Robert Coleman, Community Development Director

10. ORDINANCE /RESOLUTION NO. 15-013

RESOLUTION NO. 15-013

A RESOLUTION TO MAKE CHANGES IN THE GENERAL FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2014-2015 FISCAL YEAR BUDGET BY \$1,046,170.

WHEREAS, the City shall receive State-Local Assistance for the reimbursement program (Individual Safe Room-Project #006) with the Oklahoma Department of Emergency Management;

WHEREAS, the Council desires to appropriate funds;

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

SUPPLEMENTAL APPROPRIATION

Revenues:	
ODEM Storm Shelter Grant (01-45110)	\$1,046,170
Expenditures:	
ODEM Reimbursement (01-515-5375)	<u>\$1,046,170</u>
Total	<u>\$1,046,170</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council on this **2nd** day of **September 2014**.

Mayor

ATTEST:

City Clerk

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: F-11

2. MEETING DATE:

3. TITLE: Declaring certain city property, including; Glock Mod. 22 C .40 Caliber S/N HHR 460, transferred to Captain Dennis Craig, Comm.# 324 upon his honorable retirement effective September 30, 2014, in compliance with Police Department Policy, PERSONNEL 02.03-RETIREMENT item 5, which has been the historical past practice of the department

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Chuck Foley, Chief of Police

6. BACKGROUND: This is an established policy of the department and has been practiced since at least 2009, the last revision date on this policy.

Staff recommends approval of this item.

7. FINANCIAL IMPACT: Estimated Loss = \$1,000.00

8. STAFF'S COMMENTS: Recommend Approval

9. STAFF SOURCE: Chuck Foley, Chief of Police

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION NO./ORDINANCE NO. _____

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-12

2. MEETING DATE: SEPTEMBER 2, 2014

3. TITLE: MAINTENANCE BONDS FOR WATER LINES, SEWER LINES AND PAVING/DRAINAGE FOR SPITLER LAKE ESTATES ADDITION, SECTION 2

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

5. INITIATOR: Community Development Department

COMMENTS & FACTS:

The Maintenance Bonds for the Public Water Lines, Public Sewer Lines and Paving & Drainage for Spitler Lake Estates Addition, Section 2, have been received by the Community Development Department. All improvements have been completed and tested.

The Bonds have been reviewed and approved by the City Attorney for form and content.

7. FINANCIAL IMPACT: none

8. STAFF COMMENTS: Staff recommends acceptance.

9. STAFF SOURCE: Melissa Helsel, Senior City Planner

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

STREETS MAINTENANCE BOND

KNOW AL MEN BY THESE PRESENTS:

That we, All Roads Paving, Inc., as Principal, and Granite Re, Inc. as surety, are held and firmly bound unto the CITY OF MUSTANG, a Municipal Corporation, and City of the first class, of the State of Oklahoma, in the full and just sum of 100% or Four Hundred Seventy Eight Thousand Nine Hundred Fifteen & 48/100 (\$ 478,915.48), such sum being equal to the contract price for a period of one (1) year and thereafter for a period of four (4) years for the sum of (\$ 47,791.54), such sum being not less than 10% of the contract price, for the payment of which, will and truly be made, we, and each of us, bid ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 5th day of March, 20 14.
The conditions of this obligation are such that whereas, said Principal has by contract between Themselves,
And Donald C. Anderson Family Phase II, LLC dated this 24th
Day of February, 20 14, constructed in THE CITY OF
MUSTANG: Paving and Storm Sewer to Serve Spittler Lake Estates Sec. 2 Part
of the NW/4, Sec 31, T11N, R5W, I.M., Mustang, OK

All in compliance with the plans and specification therefore, made a part of said contract and file at the City of Mustang and to maintain the said improvements in the amount set forth against any failure due to workmanship or material for a period of 100% for one (1) year and 10% for a period of four (4) years from the date of acceptance by the Council of the City of Mustang.

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 five (5) years and at an 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 the effect of releasing the sureties, or any of them, from the obligation of this bond.

IN WITNBESS 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; an 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.

All Roads Paving Company, Inc.

Principal

Attest:

Barley

By:

David J Barnett

Granite Re, Inc.

Surety

Attest:

Debbie Slack

By:

Vicki Wilson

Attorney-In-Fact

Approved as to form and legality this _____ day of _____ 20 ____.

City Attorney

Reviewed and approved by the Council of the City of Mustang this _____ day
Of _____, 20 ____.

Mayor

Attest:

City Clerk

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

W.D. HOWELL JR., VICKI WILSON, R. BRIAN HOWELL, ROBERT JENSEN; AUSTIN K. GREENHAW; CLAYTON HOWELL its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

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

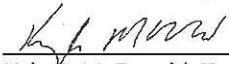
W.D. HOWELL JR., VICKI WILSON, R. BRIAN HOWELL, ROBERT JENSEN; AUSTIN K. GREENHAW; CLAYTON HOWELL may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of July, 2013.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 3rd day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

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





Notary Public

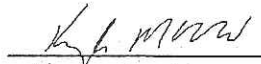
GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
5th day of March, 2014.





Kyle P. McDonald, Secretary/Treasurer

WATER AND SEWER MAINTENANCE BOND

Bond #SSB0425859

KNOW ALL MEN BY THESE PRESENTS:

That we, United Trenching, Inc., 5506 Stewart Dr., Mustang OK 73064, as Principal, and RLI Insurance Company, 9025 Lindbergh Dr., Peoria IL 61615 as surety, are held and firmly bound unto the CITY OF MUSTANG, a Municipal Corporation, and City of the first class, or the State of Oklahoma, in the full and just sum of **Three Hundred Seventeen Thousand Eight Hundred Fifty Four & 02/100**, (\$ 317,854.02), 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 21st day of January, 2014. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: Spitler Lake Estates, Sec. 2 Sanitary Sewer 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:

Janell Maudy

Witness:

Lisa Sherman

United Trenching, Inc.
Principal

By: Jerry Ellin

RLI Insurance Company
Surety

By: Wendy Hollen
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



P.O. Box 3967 | Peoria, IL 61612-3967
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company**, a Illinois corporation, and/or **Contractors Bonding and Insurance Company**, a Washington corporation (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

W.M. McNeill, Cody McNeill, Lisa Sherman, Glenda Stark, Wendy Hollen, Todd Triplett, Rocky Moore, John Rogers, Larry D. Bixler,
Kyle D. Reser, John L. Birsner, jointly or severally

in the City of Oklahoma City, State of Oklahoma, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 31st day of December, 2013.

State of Illinois
County of Peoria

} SS



RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die

Vice President

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, and/or **Contractors Bonding and Insurance Company**, a Washington corporation, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 31st day of January, 2014.

RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die

Vice President

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/21/2014

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

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

PRODUCER Insurance Agency of Mid America Inc 10009 S Penn, Building E PO Box 890300 Oklahoma City OK 73189		CONTACT NAME: Beverly McCool PHONE (A/C No. Exl): (405) 691-0016 E-MAIL ADDRESS: bmccool@midamericainc.com FAX (A/C No): (405) 691-0415															
INSURED United Trenching Inc 5506 Stewart Drive Mustang OK 73064		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: America First Insurance</td><td>12696</td></tr><tr><td>INSURER B: Ohio Casualty Ins Co</td><td>24074</td></tr><tr><td>INSURER C: American Fire & Casualty Co</td><td>24066</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: America First Insurance	12696	INSURER B: Ohio Casualty Ins Co	24074	INSURER C: American Fire & Casualty Co	24066	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 2013

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BKA52998892	9/12/2013	9/12/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			BAA52998892	9/12/2013	9/12/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ SCHEDULED AUTOS, NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							Medical payments \$
B	☒ UMBRELLA LIAB ☒ OCCUR			USO55751703	9/12/2013	9/12/2014	EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED ☒ RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XWA52998892	4/1/2013	4/1/2014	☒ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Spitler Lake Estates, Sec 2 Sanitary Waterline.

CERTIFICATE HOLDER**CANCELLATION**

(405) 376-1152

City of Mustang
1501 N Mustang Rd
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

Mike McNeill/BM

WATER AND SEWER MAINTENANCE BOND

Bond #SSB0425859

KNOW ALL MEN BY THESE PRESENTS:

That we, United Trenching, Inc., 5506 Stewart Dr., Mustang OK 73064, as Principal, and RLI Insurance Company, 9025 Lindbergh Dr., Peoria IL 61615 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 Eighty Four Thousand Four Hundred Forty Seven & 47/100**, (\$ 184,447.47), 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 21st day of January, 2014. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: Spitler Lake Estates, Sec. 2 Water 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:

Janell Maudy

Witness:

Lisa Sherman

United Trenching, Inc.
Principal

By: Jerry Ellis

RLI Insurance Company
Surety

By: Wendy Hollen
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



P.O. Box 3967 | Peoria, IL 61612-3967
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company**, a Illinois corporation, and/or **Contractors Bonding and Insurance Company**, a Washington corporation (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

W.M. McNeill, Cody McNeill, Lisa Sherman, Glenda Stark, Wendy Hollen, Todd Triplett, Rocky Moore, John Rogers, Larry D. Bixler, Kyle D. Reser, John L. Birsner, jointly or severally

in the City of Oklahoma City, State of Oklahoma, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 31st day of December, 2013.

State of Illinois
County of Peoria

} SS



RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die

Vice President

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, and/or **Contractors Bonding and Insurance Company**, a Washington corporation, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 21st day of January, 2014.

RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die

Vice President

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/21/2014

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

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

PRODUCER Insurance Agency of Mid America Inc 10009 S Penn, Building E PO Box 890300 Oklahoma City OK 73189		CONTACT NAME: Beverly McCool PHONE (A/C, No, Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415 E-MAIL ADDRESS: bmccool@midamericainc.com																						
INSURED United Trenching Inc 5506 Stewart Drive Mustang OK 73064		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>America First Insurance</td><td>12696</td></tr><tr><td>INSURER B:</td><td>Ohio Casualty Ins Co</td><td>24074</td></tr><tr><td>INSURER C:</td><td>American Fire & Casualty Co</td><td>24066</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	America First Insurance	12696	INSURER B:	Ohio Casualty Ins Co	24074	INSURER C:	American Fire & Casualty Co	24066	INSURER D:			INSURER E:			INSURER F:		
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COVERAGES

CERTIFICATE NUMBER: 2013

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BKA52998892	9/12/2013	9/12/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						\$
A	AUTOMOBILE LIABILITY			BAA52998892	9/12/2013	9/12/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						Medical payments \$
B	☒ UMBRELLA LIAB			USO55751703	9/12/2013	9/12/2014	EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB						AGGREGATE \$ 1,000,000
	☐ DED ☒ RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XWA52998892	4/1/2013	4/1/2014	☒ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Spitler Lake Estates, Sec 2 Sanitary Sewer.

CERTIFICATE HOLDER

(405) 376-1152

City of Mustang
1501 N Mustang Rd
Mustang, OK 73064

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mike McNeill/BM

**SANITARY SEWER & WATERLINE CONTRACT BETWEEN OWNER AND
CONTRACTOR**

This agreement made and entered into this 17th day of January, 2014, by and between Donald C. Anderson Family Phase II, LLC, hereinafter referred to as the "OWNER/DEVELOPER" and United Trenching, Inc., hereinafter referred to as the "CONTRACTOR". WHEREAS, the Owner/Developer is developing the following real property situated in Canadian County, State of Oklahoma, to-wit:

**Sanitary Sewer & Waterline to serve
Spitler Lake Estates, Sec. 2
Part of the NW ¼, Sec. 31, T11N, R5W, I.M.
Mustang, OK**

WHEREAS, the Contractor is desirous of providing labor, equipment, materials, and incidentals necessary to perform the work defined in this contract, be it hereby agreed that:

1. The Owner/Developer has had Grubbs Consulting, LLC, herein after referred to as the "PROJECT ENGINEER", prepare plans and specifications covering Spitler Lake Estates, Sec. 2 Sanitary Sewer & Waterline performed on the abovementioned project, said plans and specifications are hereby made a part of this contract by reference to the same as if fully set forth herein and said plans and specifications have been approved by the Owner/Developer.
2. The Contractor herewith states that it has thoroughly examined the above plans and specifications covering the work to be performed and accepts the same, has inspected the site on which construction will be performed and approved the same and agrees to perform said construction and work to completion.
3. The Contractor, being an independent contractor, shall furnish all labor, materials, machinery, tools and all other items necessary to or required to perform in a workmanlike manner the construction and completion of all work shown and described on the above referenced plans and specifications.
4. The Contractor shall observe all laws of the State of Oklahoma and the City of Mustang, relating to the obstruction of roads, streets and alleys, and will maintain all signals, barriers and notices that may be necessary so as to adequately protect employees and all other persons; and the Contractor hereby expressly binds itself to indemnify and save harmless the Owner/Developer from all claims, suits and actions of every kind and description brought against the Owner/Developer on account of any injunction or damages received, sustained, or claimed by any party or parties, or to any property, resulting from the acts or omissions of said Contractor, or his Subcontractor(s), employees, servants, agent or invitees of either in doing the work herein contracted for.
5. Contractor shall provide Certificates of Insurance to Owner/Developer showing Worker's Compensation Insurance coverage as required by applicable federal, state and other laws, including employer's liability covering his and his subcontractor's employees, with a list of not less than \$100,000.00. The Contractor shall also provide the Owner/Developer certificates of insurance

XCU coverage and all other coverage available under the Extended Business Liability Endorsement. Said liability coverage to be not less than \$1,000,000.00 combined single limit coverage. Further, the Contractor shall provide certificate of insurance to Owner / Developer showing Comprehensive Automotive Liability coverage, including non-ownership and hired car coverage, as well as owned vehicles, with a combined single limit coverage of not less than \$1,000,000.00. Certificates are to also indicate that the General Liability policy provides coverage for the above mentioned indemnity agreement in Clause 4.

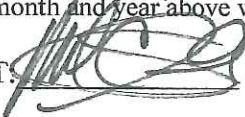
6. The contractor shall secure at his own expense any maintenance bonds necessary for successful performance of work provided in the above-mentioned plans and specifications. He shall be responsible for notifying the proper public authorities for any inspection of his work necessary under The City of Mustang ordinances or state laws. Such fees charged for any necessary inspections shall be the expense of and paid for by the Owner/Developer. All Federal, State, City and other taxes or levies shall be paid by the Contractor and be included as part of the contract price or prices. The Contractor shall indemnify the Owner/Developer, his Engineer and the Owner/Developer from any losses or expenses incurred by the Contractor's failure to comply with the above-mentioned ordinances or statutes. All testing required by the Owner/Developer shall be at the expense of and paid for by the Owner/Developer.
7. The Contractor agrees to replace and/or repair any defective workmanship or materials, which occur within two (2) year(s) from date of acceptance at Contractor's expense. The first two years at 110% .
8. The Contractor shall provide the Owner/Developer with lien waivers from labor and material suppliers evidencing his payment of all financial responsibilities for work performed under this contract at the Owner's/Developer's request prior to any payment, or at the Contractor's opinion, may provide a labor and material Payment Bond, or Contractor's Certification, acceptable to the Owner/Developer, Certifying that all labor and materials pertaining to this contract have been paid in full.
9. The total contract price shall be \$ 456,637.72 (Four hundred fifty six thousand six hundred thirty seven and seventy two cents). The basis of payment shall be as set forth as a unit price contract. A detailed breakdown of each cost is shown on the attached Exhibit 'A' and Exhibit 'B'.

The above prices shall be applicable without modification so long as the Owner/Developer shall retain the premises in the same general manner as at date of this Contract. A retainage of 10% of the work completed shall be held until thirty days (30) after the work has been accepted by the Owner/Developer. Contractor's request for either monthly or final payment shall be received in the Owner's/Developer's office on or before the fifteenth (15th) day of each month, with payment being made by the Owner/Developer on the thirtieth (30th) day of that month. There will be monthly progressive payments, subject to approval of the Project Engineer, to Contractor based on unit prices and a percentage completed.

10. Work is to start immediately following the issuance of a work order from the City of Mustang, and Contractor shall complete the construction/installation herein provided within Forty (40) working days.
11. Contractor agrees to accept full responsibility for any citations issued as a result of the Contractor's failure to comply with all requirements of the Williams-Steiger Occupational Safety and Health Act of 1970, as amended. Contractor further agrees to remain in full compliance with requirements of the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, at all times.
12. Inasmuch as this contract is made upon Contractor's personal qualifications and responsibility, and inasmuch as the payments to be made hereunder are intended to finance performance, Contractor agrees that it will not assign or otherwise transfer this Contract without first obtaining Owner's/Developer's written consent; and assignment in contravention hereof is void.
13. It is mutually agreed and understood that this contract shall be binding upon all parties hereto and their respective heirs, executors, or administrators.
14. The Owner/Developer shall not be responsible in any manner for the property of the Contractor used to perform the work hereunder or for the property of its employees or Subcontractors engaged therein.
15. The time of completion is of the essence of the contract. For each day that any work shall remain uncompleted after the time agreed upon in the proposal and the contract, or as automatically increased by additional work or materials ordered after the contract is signed, or the increased time granted by the Owner for the completion of said work, the sum per day of \$ 400.00 will be deducted from the monies due the Contractor, not as penalty but as liquidated damages. The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty but should be deemed, taken and treated as reasonable liquidated damages since it would be impracticable and extremely difficult to fix the actual damages.
16. The Contractor hereby agrees to adhere and maintain to the requirements of the approved Storm Water Pollution Prevention Plan (SWPPP), attached to and made a part of this contract. Should any penalties be assessed by the City or the State as a result of the Contractor's negligence or non-compliance to the SWPPP, shall be the responsibility of the Contractor.

IN WITNESS WHEREOF: The undersigned have executed this contract on the
day and month and year above written;

ATTEST:

 SIGNATURE: Donald C. Anderson

TITLE: Manager

ATTEST:

 SIGNATURE: Jonny Ellin

TITLE: President

EXHIBIT 'B'

Phone: (405) 376-1122
Fax: (405) 376-9795
Cell: (405) 990-3814



5506 Stewart Drive
Mustang, OK 73064
Unitedtrenching@aol.com

1/17/2014

Bid Proposal For:
Spitler Lake Estates, Sec. 2
% Grubbs Consulting, LLC

Project: Spitler Lake Estates Sec 2 Water

Item No.	Item	Unit	Qty	Unit Cost	Total Cost
1	6" Water Line (C-900 PVC)	LF	1,973.21	\$ 15.00	\$ 29,598.15
2	8" Water Line (C-900 PVC)	LF	682.51	19.00	12,967.69
3	12" Water Line (C-900 PVC)	EA	947.06	28.00	26,517.68
4	12" x 12" Tapping Sleeve	EA	1	3,500.00	3,500.00
5	12" x 6" Tapping Sleeve	EA	1	3,000.00	3,000.00
6	12" Tapping Valve & Box	EA	1	2,200.00	2,200.00
7	6" Tapping Valve & Box	EA	1	800.00	800.00
8	6" Gate Valve & Box	EA	13	800.00	10,400.00
9	8" Gate Valve & Box	EA	1	1,100.00	1,100.00
10	12" Gate Valve & Box	EA	3	2,300.00	6,900.00
11	12" x 6" Cross	EA	3	500.00	1,500.00
12	6" x 6" Tee	EA	5	260.00	1,300.00
13	8" x 6" Tee	EA	2	300.00	600.00
14	12" x 6" Tee	EA	1	400.00	400.00
15	6" x 22 1/2° Bend	EA	14	165.00	2,310.00
16	8" x 22 1/2° Bend	EA	7	200.00	1,400.00
17	12" x 22 1/2° Bend	EA	2	350.00	700.00
18	6" x 45° Bend	EA	2	200.00	400.00
19	8" x 45° Bend	EA	1	250.00	250.00
20	12" x 45° Bend	EA	2	410.00	820.00
21	8" x 6" Reducer	EA	1	150.00	150.00
22	6" Solid Sleeve	EA	3	125.00	375.00
23	6" Plug	EA	2	65.00	130.00
24	8" Plug	EA	1	100.00	100.00
25	12" Plug	EA	1	175.00	175.00
26	2" Blow-Off	EA	4	900.00	3,600.00
27	Fire Hydrant	EA	9	2,300.00	20,700.00
28	12" Riser (if req'd)	EA	9	275.00	2,475.00
29	Concrete Encasement	CY	7	117.00	819.00
30	Single Long Service (SLS) (Sched. 40 PVC)	EA	24	425.00	10,200.00
31	Single Short Service (SSS) (Sched. 40 PVC)	EA	34	390.00	13,260.00
32	Sand Backfill	CY	664	13.00	8,632.00
33	Testing & Disinfection	LS	1	400.00	400.00

Total: 167,679.52

Owner to furnish survey and pay all inspection fees.

Price is contingent upon acceptance of proposal within 15 calendar days from 1/17/2014 due to escalating material price.

Respectfully submitted,

Tony Ellison
President

EXHIBIT 'A'

Phone: (405) 376-1122
Fax: (405) 376-9795
Cell: (405) 990-3814



5506 Stewart Drive
Mustang, OK 73064
Unitedtrenching@aol.com

1/17/2014

Bid Proposal For:
Spitler Lake Estates, Sec. 2
% Grubbs Consulting, LLC

Project: Spitler Lake Estates Sec 2 Sanitary Sewer

Item No.	Item	Unit	Qty	Unit Cost	Total Cost
1	8" Sanitary Sewer (PVC, SDR-35)	LF	4,907	\$ 33.00	\$ 161,931.00
2	Std. 4' Dia. Manhole	EA	23.00	1,100.00	25,300.00
3	Std. 4' Dia. Manhole w/ Drop Connection	EA	4	2,100.00	8,400.00
4	Extra Depth Manhole Wall	VF	93	100.00	9,300.00
5	8" x 4" Wye Branch w/ 1/8° Bend	EA	69	90.00	6,210.00
6	Trenching (0' - 6')	LF	454	2.00	908.00
7	Trenching (6' - 8')	LF	1,645	2.00	3,290.00
8	Trenching (8' - 10')	LF	1,534	2.00	3,068.00
9	Trenching (10' - 12')	LF	621	4.00	2,484.00
10	Trenching (12' - 14')	LF	277	-	-
11	Trenching (14' - 16')	LF	24	-	-
12	Trenching (16' - 18')	LF	232	9.00	2,088.00
13	4" Riser	VF	391	10.00	3,910.00
14	Bore w/ 16" Steel Casing	LF	120	340.00	40,800.00
15	Locator Tape	LS	1	300.00	300.00
16	Crushed Rock (Backfill)	CY	303	27.00	8,181.00
17	Crushed Rock (Bedding)	CY	1,120	0.01	11.20
18	Sand Backfill	CY	504	13.00	6,552.00
19	Leakage Test	LS	1	300.00	300.00
20	Deflection Test	LS	1	200.00	200.00
21	Sawcut, Remove, Replace Exist. Conc. Pymt	SY	45	105.00	4,725.00
22	Remove & Replace Exist. Fence In-Kind	LF	20	50.00	1,000.00

Total: \$ 288,958.20

Owner to furnish survey and pay all inspection fees.

Price is contingent upon acceptance of proposal within 15 calendar days from 1/17/2014 due to escalating material price.

Respectfully submitted,

Tony Ellison
President

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. H-1

2. MEETING DATE: September 2, 2014

3. TITLE: **Final Plat Application FP-5-20-14-2-29, Magnolia Trace Addition, Section 6, Cury Development, LP**

4. COUNCIL ACTION: Discussion, Consideration and Possible Action to Approve or Deny Final Plat

5. INITIATOR: Community Development Department

6. **DESCRIPTION OF PROJECT:** The applicant requests approval of the Final Plat for Magnolia Trace Addition, Section 6. This addition is zoned PUD, with a mix of Rural Estates and R-1 regulations. The subdivision is gated and the streets are private. This will be the last phase of the subdivision.

Project Description: This subdivision contains approximately 21.7 acres. The lots and infrastructure meet the requirements of the PUD master development plan and design statement.

The city engineer and fire department have both approved this plat, and the police chief did not find any problems that would affect public health and safety.

Character of Neighborhood: The general character of the area is single-family residential.

Zoning and Uses of Property Nearby: The property to the north is Oklahoma City, to the south is R-1, to the east is R-E and to the west is R-E.

Conformance with Long-Range Plan: The long-range plan calls for Single Family Residential development in this area, so the request does conform to the comprehensive plan.

Utilities and Services: There will be public water and sewer installed to serve this development.

STAFF RECOMMENDATION: Staff recommends approval. This property is already zoned PUD and the attached plat conforms to the PUD regulations. The plat has been approved by fire, police, staff, city engineer and city attorney.

Planning Commission Findings: The Planning Commission voted 7:0 to recommend approval of this Final Plat at their 8-26-14 meeting . Please note that these minutes have not yet been approved by the Mustang Planning Commission.

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: Staff recommends approval.

9. STAFF SOURCE: Melissa Helsel, Senior City Planner

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

PLANNING COMMISSION MEETING

MINUTES AUGUST 26, 2014

The Mustang Planning Commission met in a regular session on Tuesday, August 26, 2014 at 7:00 p.m. at the Mustang Municipal Building, City Council Chambers at 1501 N. Mustang Road. Notification of the meeting was posted Friday August 22, 2014 in the foyer of the Mustang Municipal Building in compliance with the Open Meeting Act (25 OAS, Section 301, et. seq.)

I. **CALL MEETING TO ORDER:** Chairman **Billy McDaniel** called the meeting to order at 7:01 p.m.

II **PLEDGE OF ALLEGIANCE**

III. **ROLL CALL**

MEMBERS PRESENT:

Commissioner **Billy McDaniel**, Chairman
Commissioner **Jesse Bratton**
Commissioner **Brett Brown**
Commissioner **Jerry Brown**
Commissioner **Dan Hix**, Secretary
Commissioner **Brad Homer**, Vice-Chairman
Commissioner **Karl Mengers**

MEMBERS ABSENT: **None**

STAFF PRESENT: **Melissa Helsel**, Senior Planner
Gayla Early, Office Administrator
Jerry Calloway, Audio/Visual Technician

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

VISITORS: **Lawson Crout**, Cury Development, LP

IV. **APPROVAL OF MINUTES:** Approval of Minutes from 6/24/2014 Planning Commission Meeting.

Commissioner **Hix** made a **MOTION TO APPROVE** the minutes from the June 24, 2014 Planning Commission meeting and Commissioner **J. Brown** **SECONDED** the motion. The motion was approved unanimously.

V. **INTRODUCTION OF GUESTS AND VISITORS/HEARING OF CITIZENS AND DELEGATES:**

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

1. Final Plat FP-5-20-14-2-29, Magnolia Trace Addition, Section 6, Cury Development, LP, and Requested Extension of Time to File Final Plat.

Senior Planner Melissa Helsel provided a brief overview of the proposed development's location. This is a request for the approval of a Final Plat for Section 6 of Magnolia Trace. This will be the final phase of this subdivision and will finish up the development.

It is in two parts, and the plat is in front of you. They have made a few revisions to comply with the city attorney's request. This is approximately 21.7 acres and there will be 34 lots in total.

There will be an additional entrance to the subdivision on N. Czech Hall Road and this will be gated. There will also be a crash gate at the south end for fire protection.

The plat has been reviewed by the City Engineer and approved. The fire department comments were all addressed satisfactorily. The Police Chief did not find any problems that would affect public health and safety.

The character of the surrounding area is single-family residential. The property to the north is Oklahoma City to the east and west is R-E and to the south is R-1. The long-range plan calls for Single Family Residential development in this area, so the request does conform to the comprehensive plan.

There will be public water and sewer installed to serve the development.

Staff recommends approval. The property is zoned PUD, and the plat, as presented, meets the design standards set forth in the PUD design statement. It has been approved by staff, fire, engineering, police and city attorney.

Mr. J. Brown asked who at the fire department reviews the plans, and is he trained to do so. Ms. Helsel responded that Captain Mike Carroll at the fire department is trained as a Fire Marshall and is authorized to do plan review.

Ms. Helsel added that our municipal code states that all final plats must be filed within 5 years of the preliminary plat approval. However, the code also allows the Planning Commission to grant an extension of time. It has been more than 5 years since the preliminary plat was filed for Magnolia Trace, and the developer is requesting an extension of time for filing this final plat.

Chairman McDaniel opened the public hearing.

Lawson Crout stated that he is available to answer any questions.

Mr. Homer made a motion to close the public hearing. **Mr. Bratton** seconded the motion. The motion was approved unanimously.

Mr. Homer made a motion to recommend approval of this final plat to the Mustang City Council, and approve the extension of time for its filing. **Mr. J. Brown** seconded the motion. A roll call vote was taken:

Dan Hix	Yes
Jesse Bratton	Yes
Jerry Brown	Yes
Brett Brown	Yes
Billy McDaniel	Yes
Brad Homer	Yes
Karl Mengers	Yes

The motion passed 7 – 0.

Chairman McDaniel announced that this item would be presented for consideration at the City Council meeting on September 2, 2014.

VIII. NEW BUSINESS: No new business was declared.

IX. COMMISSIONER, STAFF COMMENTS:

X. ADJOURNMENT:

Commissioner Homer made a motion to adjourn. **Commissioner Hix SECONDED** the motion, which was approved unanimously without a roll call. The meeting was adjourned at 7:11 PM

CHAIRMAN

DATE

SECRETARY





MUSTANG FIRE DEPARTMENT

CARL HICKMAN
Fire Chief

ROY WIDMANN
Deputy Fire Chief

MEMORANDUM

TO: Community Development Department

FROM: Fire Prevention Department

DATE: June 17, 2014

RE: Magnolia Trace Phase 6 (Final Plat and Water Plans)

The Fire Prevention Department has reviewed the plans for Magnolia Trace Phase 6 (Final Plat and Water Plans) and requires the following:

- 1) If gates are going to be used at entrances to the addition, they shall be provided with either a Knox key switch (electric gate), or a Knox padlock (manual gate)
- 2) If gates are used, they shall be constructed so that no portion of the gate obstructs the roadway.
- 3) Move fire hydrant from Block 15 between lots 6 & 7, to the property line between lots 2 & 3 in Block 15.
- 4) Move fire hydrant from Block 14 between lots 5 & 6, to the property line between lots 2 & 3 in Block 14.
- 5) Add a fire hydrant and valve to the corner of W. Camelia Way and N. Czech Hall Road. Hydrant shall be placed on North side of the W. Camelia Way.
- 6) Move fire hydrant from Lot 11 in Block 12, to Southeast corner of Lot 8 in Block 12.
- 7) Move fire hydrant from Block 12 between lots 7 & 8, to the Southeast corner of Lot 1 in Block 12.
- 8) Move fire hydrant from Block 12 between lots 5 & 6, to the property line between lots 2 & 3 in Block 12.



Comprehensive Engineering Services

615 N. Hudson, 3rd Floor
Oklahoma City, OK 73102
Phone: (405) 815-3600
Fax: (405) 815-4080

August 11, 2014

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

Re: **Magnolia Trace 6 – Entryway Culvert, Plan Review**
City of Mustang
EST Project No.: 6004515

Ms. Helsel:

The following comments are provided regarding the review of the Paving and Drainage Plans, for Magnolia Trace 6, submitted by Crafton Tull.

Paving and Drainage Plans

Sheet C-108

1. The proposed channel along Czech Hall Road requires a concrete trickle channel. This trickle channel should tie to the proposed structure. See comment for Sheet C-208.

Sheet C-208

1. The extents of the proposed grading shown in the profile view do not match the grading limits shown on the grading plan. The limits of the proposed profile should be extended to match the length shown on the grading plan. The ditch shows the existing flowline but sheet C-108 shows proposed contours across this ditch.
2. The riprap shown on the downstream end of the culvert should be calculated to provide enough quantity for energy dissipation and reduced velocity. The plan sheet shows for the contractor to provide controls as necessary to prevent erosion. This should be a calculated quantity per the design storm velocities and should not be left up to the contractor to determine. The rip rap should be placed on the side slopes of the channel once the concrete trickle channel is extended to the structure.

Per these comments, the data submitted is **APPROVED AS NOTED**. We anticipate the Engineer making these revisions on the plans and that no re-submittal for review is needed.

Sanitary Sewer Plans

The sanitary sewer plans were **previously approved**.

Final Drainage Calculations/Drainage Plans

The previously approved P.U.D. specified variance in the drainage criteria for use on this project. Therefore, the drainage calculations/drainage plans were **previously approved**.

Please contact me if you have any questions regarding the review comments.

Respectfully;

Michael A. Holmes, P.E.
Design Division



Comprehensive Engineering Services

615 N. Hudson
Oklahoma City, OK 73102
Phone: (405) 815-3600
Fax: (405) 815-4080

May 30, 2014

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

**Re: Magnolia Trace 6 – Entryway Culvert
Plan Review
Civil Road and Sewer Plans 1st Submittal
Drainage Plans 3rd Submittal
City of Mustang
EST Project No.: 6004515**

Ms. Helsel:

EST previously received two submittals and provided two comment letters for the review of the drainage calculations and drainage design. The latest submittal, the 3rd submittal, included the revised drainage information but also included roadway and sewer plans for this project. The following comments are provided regarding the review of Final Drainage Calculations, the Paving and Drainage Plans, and the Sanitary Sewer Plans for Magnolia Trace 6, submitted by Crafton Tull.

Paving and Drainage Plans

General

1. Riprap should be shown at the ends of all structures and flumes where the velocity exceeds 5 ft/sec or where the flow is forced to make a 90° turn to flow downstream.
2. Sheets C-201 through C-107 are missing utilities in the plan view and some waterline crossings are missing from the profile views.
3. Sheets C-209 through C-213 are missing utilities in the plan view.

Cover Sheet

1. It is recommended to list the SWP3 as well as the site plan for note 9 on the title sheet. It could be unclear that the SWP3 is also required to be on site with the current note.

Sheet C-108

1. The proposed channel along Czech Hall Road requires a concrete trickle channel if the extents shown on this sheet are correct. See comment for Sheet C-208.
2. The proposed pipe under N. White Dogwoodway has inconsistent dimensions within this submittal. Verify the same dimension is used in the drainage calculations, on this sheet, on sheet C-203, and on Sheet C-209.



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Sheet C-201

1. The grate type should be specified for the grated inlet. Flow calculations show a significant flow to this inlet and the grate type will be important to insure adequate flow capture. A detail should be provided for the construction of the inlet showing wall thicknesses and structure dimensions.

Sheet C-208

1. The riprap shown on the downstream end of the culvert should be increased to provide energy dissipation and reduced velocity. The drainage calculations show a velocity of 11 ft/sec. The currently listed quantity will only provide 2 feet past the end of the structure and will not sufficiently reduce the velocity to eliminate erosion at the downstream end.
2. The extents of the proposed grading shown in the profile view do not match the grading limits shown on the grading plan. The limits of the proposed profile should be extended to match the length shown on the grading plan.
3. The clearance from the bottom of the RCB to the top of the waterline is required to be 24" minimum per the ODEQ regulations. Check that this clearance exists and place a label on the profile for clarity.

Sheet C-209

1. The proposed earthen trapezoidal channel, G1 and G2, should have concrete trickle channels shown in the details.
2. The rock retaining wall that is shown on the detail for channel G2 doesn't provide enough detail. Provide a construction detail or refer to the manufacturer's specifications if a standard retaining wall is to be used. The height of the retaining wall is listed as 2' minimum but needs to include the locations for height variance.

Sheet C-210

1. Some construction details for the concrete flume are missing. The description needs to have a concrete thickness and proposed radius tie ins shown. The detail for the steel bollards on Sheet C-212 lists a thickness of 6 inches. If this thickness isn't used, the steel bollard detail should also be updated. A flume detail could be provided for clarity of these construction details or the information could be added to existing labels throughout the plans.

Sheet C-211

1. There is a note stating "Place 10 S.Y. 12" rip rap w/filter fabric mat". The purpose of this note is unclear. The velocity of this channel is low and rip rap is not required for this location. If the filter fabric mat is to be used, a detail should be provided and a location should be called out.

Sheet C-212

1. The material used in the steel bollard detail for the footing of the bollards should be specified. It is unclear if the bollards will have a concrete or rock footing.



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Sanitary Sewer Plans

It is recommended that note 9 on the cover sheet be revised to include the SWP3 to be on site at all times.

The sanitary sewer plans are **approved as noted**.

Final Drainage Calculations/Drainage Plans

The previously approved P.U.D. specified variance in the drainage criteria for use on this project. Therefore, the drainage calculations/drainage plans are **approved**.

Please contact me if you have any questions regarding the review comments.

Respectfully;

A handwritten signature in dark ink, appearing to read "Michael A. Holmes".

Michael A. Holmes, P.E.
Design Division



Looking northward into what will become Magnolia Trace 6 along existing construction entrance



View of what will become W Pampas Way



View of the other right-of-way for W Pampas Way



Location where N Golden Bell Way and N White Dogwood Way will be located

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. H-2
2. MEETING DATE: September 2, 2014
3. TITLE: Joint Resolution 15-016 – Tree Limb Dumping Rates
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Justin Battles, Assistant City Manager
6. BACKGROUND: At the August 19, 2014 City Council/MIA meetings, the City Council approved the following changes in the Limb Disposal Rates:

Standard Pick-Up Load	\$13
Truck and Trailer (16 foot or less)	\$25
Truck and Trailer (longer than 16 feet)	\$50
7. FINANCIAL IMPACT: The new rates should allow the City of Mustang/MIA to cover the costs it incurs annually to dispose of the materials it collects.
8. STAFF COMMENTS: Staff recommends City Council approval Joint Resolution 15-016.
9. STAFF SOURCE: Justin Battles, Assistant City Manager
10. RESOLUTION / ORDINANCE: **15-016**

CITY OF MUSTANG, OKLAHOMA
JOINT RESOLUTION NO 15-016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MUSTANG, OKLAHOMA AND THE MUSTANG IMPROVEMENT
AUTHORITY ESTABLISHING SANITATION RATES FOR CERTAIN
WASTE; PROVIDING EFFECTIVE DATE; AND PROVIDING FOR
REPEALER**

WHEREAS, the City Council of the City of Mustang and the Mustang Improvement Authority are authorized to establish fees for sanitation and related matters; and

WHEREAS, the following schedule of fees for disposal of limbs by residents of Mustang is reasonable and necessary to recover the cost of grinding and disposing of such limbs;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MUSTANG IMPROVEMENT AUTHORITY AND THE CITY COUNCIL OF THE CITY OF MUSTANG, OKLAHOMA that a fee for disposing of limbs is hereby established to be assessed and collected by the City of Mustang/Mustang Improvement Authority for such services in the amounts set forth below, which rates shall be in addition to the sanitation rates set forth in Resolution No. 15-007:

Section 1. Contents

Limb Disposal Rates

Standard pickup load	\$13.00
Truck (two-axle) and trailer (16 foot or less) load	\$25.00
Truck (two axle) and trailer (longer than 16 foot) load	\$50.00

Trucks shall be limited to two axles, and shall not include semi-trucks or larger trucks. Trailers shall not include semi-trailers.

Section 2. Effective Date: The disposal rates set forth in the subsection 1 above shall be implemented and in effect on and after December 1, 2014 and shall continue in effect thereafter unless or until amended or modified; and further proved that the City Council and the Board of Trustees shall review the utility rates each July or before.

Section 3. Disposal rates hereunder shall increase in each subsequent year by 2% or the consumer price index as published by the U.S. Department of Labor for the Southwest Region, whichever is greater. Rate increases shall be effective on October 1 of each subsequent year beginning with October 1, 2015.

Section 4. Repealer. All resolutions or parts of resolution in conflict with the provision of this resolution are hereby repealed.

ADOPTED AND APPROVED by the Chairman and Trustee of the Mustang Improvement Authority of the City of Mustang, Oklahoma on the ____ day of September, 2014.

Jay Adams
Chairman, Board of Trustees
Mustang Improvement Authority

ADOPTED AND APPROVED by the City Council of the City of Mustang, Oklahoma on the ____ day of September, 2014.

Jay Adams
Mayor

ATTEST:

Lisa Martin
City Clerk

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: H-3

2. MEETING DATE: September 2, 2014

3. TITLE: Action approving contract and bonds with Elite Towers, Inc. for the 74th Street Booster Station and County Line Road Storage Tank Project.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Justin Battles, Asst. City Manager

6. BACKGROUND: The City of Mustang put out bid specifications for the project titled 74th Street Booster Station and County Line Road Storage Tank Project. The bid was awarded in the August 5, 2014 City Council meeting. The contract and bonds for the awarded bid are attached.

7. FINANCIAL IMPACT: \$201,743.15

8. STAFF'S COMMENTS: Recommend Approval

9. STAFF SOURCE Justin Battles, Asst. City Manager

**SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and
between

The City of Mustang, Oklahoma ("Owner") and

Elite Towers Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

74th Street Booster Station and County Line Road Storage Tank

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The work described above is part of the City of Mustang's waterline system.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by EST, Inc. of Norman, Oklahoma, Certificate of Authorization number 3639 (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

- A. The Work will be substantially completed as described in the Special Provisions and as provided in Paragraph 14.04 of the General Conditions, and completed and ready for final payment as described in the Special Provisions and in accordance with Paragraph 14.07 of the General Conditions.

4.03 *Liquidated Damages*

- A. Reference the Special Provisions

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 10 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 5 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on

the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0.75 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Section 4.02 of the General Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Section 4.02 of the General Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. Instructions to Bidders
 - 2. This Agreement
 - 3. Maintenance Bond
 - 4. Performance Bond
 - 5. Statutory Bond
 - 6. Standard General Conditions of the Construction Contract
 - 7. Special Provisions
 - 8. Qualification Statement of Bidders
 - 9. Qualification Statement of Bidder's Surety
 - 10. Bid Proposal
 - 11. Bid Affidavits
 - 12. Certificate of Nondiscrimination
 - 13. Status Verification System Affidavit
 - 14. Specifications

15. Electrical Specifications

16. Plan Drawings

17. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed
- b. Work Change Directives.
- c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be

valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. None.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Mustang, Oklahoma

By: _____

Title: _____

Attest

Title: _____

Address for giving notices:

1501 N. Mustang Road

Mustang, Oklahoma 73064

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

Elite Towers Inc.

By: Jacal Trapp

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Nicole Workman

Title: Secretary

Address for giving notices:

4805 E. Silver City Ridge

Tuttle, OK 73089

License No.: _____

(Where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Agent for service of process:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, Elite Towers, Inc., s Principal, and The Ohio Casualty Insurance Company as Surety, are held and firmly bound unto THE CITY OF MUSTANG, OKLAHOMA, a municipal corporation and City of the first class, of the State of Oklahoma, in the full and just sum of Two Hundred One Thousand Seven Hundred Forty Three & 15/100 DOLLARS (\$ 201,743.15), such sum being equal to 100% of the contract price 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 18th day of August, 20 14. The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following City work and improvement:
74th Street Booster Station and County Line Road Storage Tank and has entered into a certain written contract with THE CITY OF MUSTANG on the 11th day of August, 20 14., for the erection and construction of said work and improvement all the compliance with the plans and specifications therefore, make a part of said contract and on file in the Office of the City Clerk, and said contract is hereby made a part of parcel of this bond as it literally written herein.

NOW, THEREFORE, if the said Elite Towers, Inc., Principal, shall fully and faithfully execute the work and perform said contract according to it terms, conditions, and covenants, and in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted, and placed on file in the Office of the City Clerk of THE CITY OF MUSTANG, and shall promptly pay or cause to be paid, all labor, material and/or repairs and all bids for labor performed on said work, whether by subcontract or otherwise, and shall protest and save harmless the said City and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person firm, or corporation by reason of negligence of the Contractor or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Contractor or his or its agents, servants, or employees, and shall protect and save the City harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

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

In witness whereof, THE SAID principal has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its duly authorized officer, 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.

Principal: Elite Towers, Inc.

ATTEST:

Nicole Workman

Secretary/Witness

Principal

BY

J. Hall

The Ohio Casualty Insurance Company
Surety

ATTEST:

D. Sha

Secretary/Witness

BY

Carey L. Payne
Carey L. Payne, Attorney-in-Fact

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

Municipal Counselor

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

MAYOR

ATTEST:

City Clerk

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Elite Towers, Inc., as Principal, and The Ohio Casualty Insurance Company, as Surety, authorized and, where required, licensed to transact business in the State of Oklahoma, are held and firmly bound unto THE STATE OF OKLAHOMA, in the sum of Two Hundred One Thousand Seven Hundred Forty Three & 15/100 Dollars (\$ 201,743.15), in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%) of the contract price for the payment of which, well and truly to be made, we, and each of us, on behalf of ourselves and our heirs, executors, administrators, trustees, successors and assigns, jointly and severally, firmly by these presents:

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the City of Mustang, State of Oklahoma, dated August 11, 20 14, for 74th Street Booster Station and County Line Road Storage Tank (the "Contract"), for the erection and construction of said work and/or improvement, all in compliance with the plans and specifications therefore, made a part of said Contract and on file at the office of the City Clerk, City of Mustang, 1501 North Mustang Road, Mustang, Oklahoma 73064;

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

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

[Remainder of page intentionally left blank.]

Dated this 18th day of August, 2014.

ATTEST:

Nicole Workman
Secretary

PRINCIPAL Elite Towers, Inc.

By [Signature]
Its Treasurer

SURETY

The Ohio Casualty Insurance Company

ATTEST:

[Signature]
~~Secretary~~ Witness

By Carey L. Payne
It's Attorney-in-fact Carey L. Payne

REVIEWED and APPROVED by THE CITY OF MUSTANG this _____ day of _____, 20____.

MAYOR

ATTEST:

City Clerk

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

Municipal Counselor

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, Elite Towers, Inc., as principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto THE CITY OF MUSTANG, a municipal corporation, and City of the first class, of the State of Oklahoma, in the full and just sum of Two Hundred Twenty One Thousand Nine Hundred Seventeen & 47/100 Dollars (\$ 221,917.47), such sum being equal to the contract price for a period of two (2) years, such sum being not less than 110% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, joint and severally, firmly by these presents.

Dated this 18th day of August, 20 14. The conditions of this obligation are such that whereas, said Principal has by a certain contract between Elite Towers, Inc

, and THE CITY OF MUSTANG, dated this 11th day of August, 20- 14. Agreed to construct in THE CITY OF MUSTANG:

74th Street Booster Station and County Line Road Storage Tank

all in compliance with the plans and specifications therefore, make a part of said contract and on file in the Office of the City Clerk of THE CITY OF MUSTANG; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of two (2) years from the date of acceptance of the Project

by the Council of THE CITY OF MUSTANG.

NOW THEREFORE, if said Principal shall pay or cause to be paid to the City, all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within a period two (2) years for all projects for the construction of roads, streets, highways, and utilities 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 failure due to defective workmanship and/or material for a period of two (2)

Years and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Council of THE CITY OF MUSTANG, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the

amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

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

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

Elite Towers, Inc.

ATTEST:

Nicole Workman

Secretary/Witness

Principal

BY

[Signature]

The Ohio Casualty Insurance Company

Surety

ATTEST:

[Signature]

Secretary/Witness

BY

Carey L. Payne

Carey L. Payne, Attorney-in-Fact

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

Municipal Counselor

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

MAYOR

ATTEST:

City Clerk

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6310482

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carey L. Payne; Diane Dowdy; Donna Stevens; Gary Liles; Glen A. Tolentino; Patsy A. Payne; Randy D. Webb; Rick D. Webb; Tom R. Webb

all of the city of Oklahoma City, state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of October, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 3rd day of October, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of August, 2014.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. H-4
2. MEETING DATE: September 2, 2014
3. TITLE: Discussion, Consideration, and Possible action approving Resolution 15-008 amending rates for General Memberships to the Mustang Recreation Center
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Justin Battles, Assistant City Manager
6. BACKGROUND:

Currently the recreation center offers a general membership that is a one year membership and allows access to the gymnasium, game room, indoor walking trail, and climbing wall. The Leisure Services Board reviewed the fees at the July 28th meeting and proposed the following changes.

<u>Membership Desc:</u>	<u>Current Rate:</u>	<u>(+/-)</u>	<u>Proposed Rate:</u>
Indv. Resident	\$35	+\$15	\$50
Family Resident	\$75	+\$40	\$115
Senior Resident	Free (\$5 card charge)	+\$5(card only)	\$10
Indv. Non-Resident	\$50	+\$15	\$65
Family Non-resident	\$150	+\$25	\$175
Senior Non-resident	\$50	+\$10	\$60

(All above memberships reflect the general membership prices only, general memberships are for a twelve month period)

Leisure Services Board voted unanimously to implement the new general membership rates. It is important to note that we currently have a local business owner that sponsors families that may request financial assistance.

7. FINANCIAL IMPACT:

STAFF COMMENTS:

Staff recommends approval of new general membership rates.

8. STAFF SOURCE: Justin Battles, Assistant City Manager

RESOLUTION NO. 15-008

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSTANG
AMENDING RESOLUTION NO. 14-018; CHANGING THE GENERAL
RESIDENT MEMBERSHIP FEES AND THEREOF; DECLARING REPEALER;
ESTABLISHING SEVERABILITY; AND DECLARING AN EFFECTIVE DATE**

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

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

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

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

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

I. WILD HORSE PARK RECREATION MEMBERSHIPS & FEES

1. SOFTBALL COMPLEX

Adult League Gate Fee \$2.00 per person

*No Gate charge for children Age 14 and under and persons 60 and over

2. AQUATICS COMPLEX

Gate Fees – Mustang Residents (any person living within the boundaries of the Mustang school district)

Regular Admissions \$5.00 per day

Seniors \$3.00 per day

*No charge for children Age 3 and under

Gate Fees – Non-Residency

Regular Admission \$5.00 per day

Group Admissions \$3.00 per day

Season Passes – Mustang Residents (any person living within the boundaries of the Mustang school district)

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

Season Passes – Non-Residency

Individual Passes	\$65.00 per season
Family Passes	\$210.00 per season

Pool Parties

After Hours- 2 Hour Rental \$300

II. COMMUNITY CENTER RECREATION MEMBERSHIPS

1. General Memberships – Entitles individual access to Indoor Walking/Jogging Track; Gymnasium; Climbing Wall during designated hours. Also provides enrollment in aerobics at a discounted rate.(per year rate)

	Resident (anyone with <u>Mustang school district</u>)	<u>Non-Resident</u>
Senior Citizen (60 and over)	\$10.00 (Card Charge)	\$60.00
Individual	\$50.00	\$65.00
Family	\$115.00	\$175.00

Community Day: Sundays from 1:00 pm to 3:30 pm. Access to a General Membership Free to the public during these designated times.

3. Deluxe Memberships – General Membership plus onsite babysitting services on a first come-first served basis, use of the Cardio/Weight Room & Aerobics.

	(Resident (anyone within <u>Mustang school district</u>)	<u>Non-Resident</u>
Seniors	\$10.00 Month	\$25.00 Month
Individual	\$15.00 Month	\$37.00 Month
Family	\$33.00 Month	\$78.00 Month

4. Daily Rates/ Card Replacements

	Resident (anyone within <u>Mustang school district</u>)	<u>Non-Resident</u>
Day Pass	\$3 w/ Resident ID Card	\$5 per visit

Replacement Card: \$10 per card

Look-Up Member Fee: \$2 per day (members entering without membership card)
(All memberships require ID Scanned Membership Card)

5. Aerobics Membership – All Classes offered per week. Fee provides access to all classes per month. Aerobics already included in deluxe membership.

Monthly Rates:

With No Membership	\$30.00 per month
With General Membership	\$25.00 per month
Per Class	\$5.00 per Class
Seniors	10% Discount of above rates

III. GENERAL SERVICES

Class Rooms: No Charge – Reservations taken

Meeting Rooms:

One Side (room C or D) \$60.00 per 4 Hour Session
 One Side (room C or D) \$120 (All Day, Consecutive Sessions)

Both Sides \$120.00 per 4 Hour Session
 \$240.00 (All Day)

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

One Side (A or B) \$160.00 per 4 Hour Session
 One Side (A or B) \$200.00 per 6 Hour Session

Both Sides (A& B) \$320.00 per 4 Hour Session
 \$480.00 (All Day, Consecutive Sessions)

Great Room \$350.00 per 6 hour session
 Great Room \$550.00 (All Day, Consecutive Sessions)

Full Banquet Hall Rental (A,B, & Great Room) \$975 All Day Rental

Kitchen: \$75.00 per rental
Great Lawn Gazebo: \$100 per rental (all day)

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

This Resolution was approved by the City of Mustang, this _____
 day of _____, 2013.

ATTEST:

The City of Mustang

 City Clerk

 Mayor

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. H-5
2. MEETING DATE: September 2, 2014
3. TITLE: Cable Franchise Extension Agreement
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Jonathan Miller, City Attorney
6. BACKGROUND: The City of Mustang entered into a franchise agreement with the Cox Communications on September 14, 1999. The agreement was for a period of 15 years.

Cox Communications has requested renewal of its franchise. The City of Mustang and Cox Communications are in the process of negotiating a renewal of the franchise and need additional time to conclude those negotiations.

The attached agreement would provide a four-month extension to the existing contract; thus extending it to January 14, 2015 to allow negotiations to be completed.
7. FINANCIAL IMPACT: No change at this time.
8. STAFF COMMENTS: Staff recommends City Council approval of the extension as presented.
9. STAFF SOURCE: Jonathan Miller, City Attorney
10. RESOLUTION / ORDINANCE:

CABLE FRANCHISE EXTENSION AGREEMENT

This Cable Franchise Extension Agreement is made and entered into this ____ day of September, 2014, by and between the City of Mustang, a municipal corporation, hereafter referred to as the "City", and CoxCom, Inc., a Delaware limited liability company qualified to do business in the State of Oklahoma, hereafter referred to as the "Company."

1. The City granted a franchise to the Company on September 14, 1999, which franchise was for a term of fifteen (15) years.
2. The Company requested renewal of its franchise.
3. The City and the Company are negotiating the renewal of said franchise and need additional time to conclude such negotiations.
4. City and Company hereby agree that the terms of the Company's existing franchise should be and are hereby extended from September 14, 2014, until January 14, 2015.

CoxCom, Inc.:

Name: Percy Kirk

Date

Title: Vice President, General Manager

City:

APPROVED by the City Council of The City of Mustang, Oklahoma, on the ____ day of September, 2014.

MAYOR

ATTEST:

City Clerk

REVIEWED as to form this _____ day of September, 2014.

Municipal Counselor

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. NEW BUSINESS
- D. CONSENT AGENDA

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

- 1. Approval of **08/19/14** MIA Minutes
- *2. Claims List for **FY '14**
- *3. Claims List for **FY '15**
- *4. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
- *5. Acceptance of **Maintenance Bonds** for Water Lines, Sewer Lines and Paving/Drainage for Spitler Lake Estates Addition, Section 2.
- 6. Approval of **Resolution No. 15-014**, Making Changes in the Mustang Improvement Authority Fund Budget by Making a Supplemental Appropriation to Increase the 2014-2015 Fiscal Year Budget by \$252,000.
- 7. Approval of **Resolution No. 15-015**, Making Changes in the Mustang Improvement Authority Reserve Fund Budget by Making a Supplemental Appropriation to Increase the 2014-2015 Fiscal Year Budget by \$252,000.

E. INFORMATION/REPORTS

- 1. Trustee Manager
- 2. Trustees

F. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Approval of **Joint Resolution No. 15-016**, a Resolution of the City Council of the City of Mustang, Oklahoma and the Mustang Improvement Authority Establishing Sanitation Rates for Certain Waste; Providing Effective Date, and Providing for Repealer.
- *2. **Discussion, Consideration and Possible Action** regarding Approval of Contract and Bonds with Elite Towers, Inc. for the 74th Street Booster Station and County Line Road Storage Tank Project.

G. ADJOURNMENT

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

**MUSTANG IMPROVEMENT AUTHORITY
AUGUST 19, 2014**

The Mustang Improvement Authority met in regular session on Tuesday, August 19, 2014, at 7:00 p.m. in the Mustang Municipal Building Council. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Friday, August 15, 2014, at 3:35 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Chairman Adams called the meeting to order at **9:04 p.m.**

B. ROLL CALL

Trustees Present: Taylor
Staples
Bowers
Hagan
Schweinberg
Adams

Trustees Absent: Jones

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **08/05/14** MIA Minutes
- *2. Claims List for **FY '14**
- *3. Claims List for **FY '15**
- *4. Acknowledgement of Receipt of the Oklahoma Department of Environmental Quality **Permit No. WL000009140457** for the Construction of Water Line and Appurtenances to serve Prairie Hills Estates Addition, Phase 1.
- *5. Acknowledgement of Receipt of the Oklahoma Department of Environmental Quality **Permit No. SL000009140458** for the Construction of Sewer Line and Appurtenances to serve Prairie Hills Estates Addition, Phase 1.
- *6. Acknowledgement of Receipt of the Oklahoma Department of Environmental Quality **Permit No. SL000009140575** for the Construction of Sewer Line and Appurtenances to serve Magnolia Trace Addition, Phase 6.
- *7. Approval and Acceptance of **Sanitary Sewer Easement** to serve Prairie Hills Estates Lift Station.

Mayor Adams requested Item D-3 be pulled.

MOTION was made by **Chairman Adams**, seconded by **Trustee Taylor**, to approve Items D-1, D-2, and D-4 thru D-7 of the Consent Agenda.

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

MOTION was made by **Chairman Adams**, seconded by **Trustee Schweinberg**, to approve Item D-3 of the Consent Agenda pending legal consideration.

AYE: Staples, Bowers, Hagan, Schweinberg, Adams
ABSTAIN: Taylor
NAY: None

E. INFORMATION/REPORTS

1. Trustee Manager

None.

2. Trustees

None.

F. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Approval of **Joint Resolution No. 15-006**, a Resolution of the City Council of the City of Mustang and the Mustang Improvement Authority Establishing Water Rates; Establishing Guidelines; Providing Effective Dates; and Providing for Repealer.

MOTION was made by **Chairman Adams**, seconded by **Trustee Staples** to Approve Joint Resolution No. 15-006.

AYE: Taylor, Staples, Hagan, Schweinberg, Adams
NAY: Bowers

- *2. **Discussion, Consideration and Possible Action** regarding Approval of Interlocal Cooperation Agreement between the City of Mustang and OEMA for the Collection and Disposal of Residential and Commercial Garbage and Refuse.

MOTION was made by **Trustee Taylor**, seconded by **Trustee Schweinberg**, to Approve the Interlocal Cooperation Agreement between the City of Mustang and OEMA for the Collection and Disposal of Residential and Commercial Garbage and Refuse.

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

- *3. **Discussion, Consideration and Possible Action** Regarding Approval of **Joint Resolution 15-007**, a Resolution of the City Council of the City of Mustang and the Mustang Improvement Authority Establishing Sanitation Rates; Providing Effective Dates; and Providing for Repealer.

MOTION was made by **Chairman Adams**, seconded by **Trustee Schweinberg**, to Approve Joint Resolution No. 15-007.

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

G. ADJOURNMENT

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

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

Meeting was adjourned at **9:08 p.m.**

Jay Adams, Chairman

Attest:

Lisa Martin, Secretary

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68 GENERAL GOVERNMENT						
15-0096	01-B0024	BANCFIRST	2009 BOND PAYMENT	8/2014	201408259522	21,939.64
15-0098	01-B0024	BANCFIRST	2014 A BOND PAYMENT	8/2014	201408259523	196,066.17
15-0487	01-E0043	EMSA	SUBSIDY PAYMENTS	8/2014	201408259526	39,426.00
DEPARTMENT TOTAL:						257,431.81
DEPARTMENT: 72 WATER						
15-0269	01-B1078	BREWER CONSTRUCTION	WATERLINE PROJECT@ ARMORY	8/2014	201408269535	64,676.90
DEPARTMENT TOTAL:						64,676.90
DEPARTMENT: 75 SEWER						
15-0504	01-00010	OKLAHOMA NATURAL GAS	GAS SERVICE THRU AUG 8TH	8/2014	201408259529	73.31
15-0489	01-00012	OKLAHOMA NATURAL GAS	GAS USAGE THRU AUG	8/2014	201408259531	113.94
DEPARTMENT TOTAL:						187.25
DEPARTMENT: 78 SANITATION						
15-0285	01-00121	O.E.M.A.	MONTHLY SANITATION	8/2014	9559	76,585.54
DEPARTMENT TOTAL:						76,585.54
FUND TOTAL:						398,881.50
GRAND TOTAL:						596,956.76

MUSTANG IMPROVEMENT AUTHORITY

AGENDA ITEM COMMENTARY

1. ITEM NO. D-6

2. MEETING DATE: September 2, 2014

3. TITLE:

Discussion, Consideration and Possible Action to Approve Resolution No. **15-014** for a Budget Supplemental in the Mustang Improvement Authority Fund for the Fiscal Year 2014-2015.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

On August 19, 2014, Council approved Ordinance No. 1106 amending Section 6, Chapter 118 of the Municipal Code of the City of Mustang, Oklahoma, by adding a new section 118-5 to read as follows:

Section 118-5. Capital Improvement Fee

Beginning October 1, 2014, the City of Mustang shall charge and collect for utility service furnished to all consumers and users a monthly capital improvement fee in the amount of \$4.50 per month for each utility account. All amounts collected from such capital improvement charge shall be applied to water and wastewater facility and line maintenance and construction.

A supplemental appropriation to increase the MIA Fund in the amount of \$252,000 to be appropriated in fiscal year 2015.

7. FINANCIAL IMPACT: \$252,000 (7,000 customers @ \$4.50 @ 8 months)

8. STAFF COMMENTS:

9. STAFF SOURCE: Janet Watts, Finance Director

10. ORDINANCE /RESOLUTION NO. 15-014

RESOLUTION 15-014

A RESOLUTION TO MAKE CHANGES IN THE MUSTANG IMPROVEMENT AUTHORITY FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2014-2015 FISCAL YEAR BUDGET BY \$252,000.

WHEREAS, the Council approved Ordinance No. 1106 amending new section 118-5 to add a capital improvement fee of \$4.50 to all utility accounts;

WHEREAS, All amounts collected from such capital improvement charge shall be applied to water and wastewater facility and line maintenance and construction;

WHEREAS, the Trustees desires to appropriate funds;

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

SUPPLEMENTAL APPROPRIATION

Revenues:	
Capital Improvement Fee (68-45191)	\$252,000
Expenditures:	
Transfer to MIA Reserve Fund (68-568-5870)	<u>\$252,000</u>
Total	<u>\$252,000</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Trustees on this **2nd** day of **September 2014**.

Chairman

ATTEST:

City Clerk

MUSTANG IMPROVEMENT AUTHORITY

AGENDA ITEM COMMENTARY

1. **ITEM NO.** D-7

2. **MEETING DATE:** September 2, 2014

3. **TITLE:**

Discussion, Consideration and Possible Action to Approve Resolution No. **15-015** for a Budget Supplemental in the Mustang Improvement Authority Reserve Fund for the Fiscal Year 2014-2015.

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

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

6. **BACKGROUND:**

On August 19, 2014, Council approved Ordinance No. 1106 amending Section 6, Chapter 118 of the Municipal Code of the City of Mustang, Oklahoma, by adding a new section 118-5 to read as follows:

Section 118-5. Capital Improvement Fee

Beginning October 1, 2014, the City of Mustang shall charge and collect for utility service furnished to all consumers and users a monthly capital improvement fee in the amount of \$4.50 per month for each utility account. All amounts collected from such capital improvement charge shall be applied to water and wastewater facility and line maintenance and construction.

A supplemental appropriation to increase the MIA Reserve Fund in the amount of \$252,000 to be appropriated in fiscal year 2015.

7. **FINANCIAL IMPACT:** \$252,000 (7,000 customers @ \$4.50 @ 8 months)

8. **STAFF COMMENTS:**

9. **STAFF SOURCE:** Janet Watts, Finance Director

10. **ORDINANCE /RESOLUTION NO. 15-015**

RESOLUTION 15-015

A RESOLUTION TO MAKE CHANGES IN THE MUSTANG IMPROVEMENT AUTHORITY RESERVE FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2014-2015 FISCAL YEAR BUDGET BY \$252,000.

WHEREAS, the Council approved Ordinance No. 1106 amending new section 118-5 to add a capital improvement fee of \$4.50 to all utility accounts;

WHEREAS, All amounts collected from such capital improvement charge shall be applied to water and wastewater facility and line maintenance and construction;

WHEREAS, the Trustees desires to appropriate funds;

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

SUPPLEMENTAL APPROPRIATION

Revenues:	
Transfer from MIA (70-46868)	\$252,000
Expenditures:	
Water/Sewer Projects (70-570-5902)	<u>\$252,000</u>
Total	<u>\$252,000</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Trustees on this **2nd** day of **September 2014**.

Chairman

ATTEST:

City Clerk