



Mustang City Council

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

Mustang City Council

MUSTANG CITY COUNCIL

Tuesday, March 05, 2024 - 7:00 PM
MUSTANG MUNICIPAL BUILDING
1501 N. MUSTANG ROAD
MUSTANG, OKLAHOMA 73064

- A. **CALL TO ORDER**
- B. **PLEDGE OF ALLEGIANCE/INVOCATION**
Jeff Kimes, Executive Pastor, Chisholm Heights Baptist Church
- C. **ROLL CALL**
- D. **INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES**
- E. **NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA**

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

F. CONSENT AGENDA

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

F.1 Approval of 02/06/2024 City Council Minutes.

F.2 *Claims List for FY 2024.

F.3 Approval to Turn Past Due Library Accounts over to Collection Agency.

F.4 Approval of Resolution No. 24-025, a Resolution Accepting In-Kind Donation for Electronic Message Center.

F.5 Consideration to Declare Old Computer Equipment as Surplus and Authorize the Sale of the Equipment.

G. INFORMATION/REPORTS

G.1 City Manager Report

G.2 City Council Reports

H. DISCUSSION ITEMS

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

- H.1** Initial Reading and Setting of Public Hearing on Ordinance No. 1299, an Ordinance of the City of Mustang Vacating an Easement Dedicated to the City of Mustang Located in the Southwest Quarter of Section 35, Township 11 North, Range 5 West of the I.M. Canadian County, State of Oklahoma, Within Lot 1, Block 1 of Wild Horse Canyon Commercial, 1st Plat, as More Particularly Described Below; Declaring Repealer; and Providing for Severability.
- H.2** *Consideration of Change Order Number 1 for the SH-152 Waterline Relocation Contract with Lone Hickory Cattle, LLC.
- H.3** Consideration of the Combined Urban Funding Agreement between City of Mustang and the Oklahoma Department of Transportation for J/P 36718(04), J3-6718(004)AG, the Mustang Multimodal Continuity Phase 1 Project.

I. MATTERS FOR EXECUTIVE SESSION

None.

J. ADJOURNMENT

Note:

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



Agenda Item No: F.1

Mustang City Council Agenda Item Report

Meeting Date: March 5, 2024

Submitted by: Lisa Martin

Submitting Department: City Clerk

Item Type: Minutes

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of 02/06/2024 City Council Minutes.

Recommendation:

Approve

Initiator:

Lisa Martin

Background:

Minutes from the February 6, 2024, City Council meeting.

Financial Impact:

Staff Comments:

Attachments:

[02.06.2024 City Council Minutes.pdf](#)

**MUSTANG CITY COUNCIL
FEBRUARY 6, 2024**

The Mustang City Council met in regular session on Tuesday, February 6, 2024, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Friday, February 2, 2024, at 9:00 a.m. and an Amended Notice of the meeting was posted as required on Monday, February 5, 2024, at 9:14 a.m., all in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE/INVOCATION Russ Brown, Pastor, Mustang Christian Church.

Pastor Brown led the assembly in the Pledge and Invocation. He stated Mustang Christian Church was a small Disciples of Christ church stating he became the interim pastor two years ago and has been the permanent one for one year. He stated they were a small, growing church looking for ways to serve the community. He stated he attended Positive Posse and was impressed with that group and happy to be a part of the Mustang community.

C. ROLL CALL

Councilmembers Present:	Ray
	Leete
	Wald
	Waugh
	McKenzie
	Sholund
	Grider

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

Mr. Sean Hagan addressed the Council regarding heavy traffic around the schools, more specifically, the high school and ones in the surrounding area. He stated the traffic into Heights Drive and Mustang Road is so congested that it is unsafe stating there were not enough entries or exits into the schools in this area. He stated he was trying to think of a solution and wondered if the plot of land to the south could be purchased, if available, and redirect some of the traffic through SW 89th Street stating this would help alleviate the heavy traffic in the neighborhoods.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

- F.1 Approval of 01/09/2024 City Council Minutes.
- F.2 Approval of 01/22/2024 City Council Work Session Minutes.
- F.3 *Claims List for FY2024.
- F.4 Approval to Turn Past Due Library Accounts over to Collection Agency.
- F.5 Approval of Resolution No. 24-024 making Changes in the Library Fund Budget by Making a Supplemental Appropriation to Increase the 2023-2024 Fiscal Year Budget by \$14,580.

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

AYE: Ray, Leete, Wald, Waugh, McKenzie, Sholund, Grider

NAY: None

G. INFORMATION/REPORTS

G.1 City Manager Report

City Manager Rooney stated he had been out of town last week so provided the City Manager's Report to Council today with it being posted on the website tomorrow.

G.2 City Council

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

Councilman Sholund stated he received a few phone calls this month and still trying to return one, but otherwise, has been quiet in his Ward.

Councilman McKenzie stated he had forwarded one concern to the City Manager.

Councilman Waugh stated he had one issue stating *Senior City Planner Conner* was helping him to resolve it and thanked him for his assistance.

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

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

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

Mayor Grider thanked Vice Mayor Ray for filling in for him at the Legislative Breakfast as he was out of the country and thanked the City for their part of the breakfast. He stated he attended the Governor's address stating there was no discussion on grocery sales tax removal; however, there was still legislation on the matter. He encouraged everyone to read the OML weekly emails and *OML Insight* stating they provide information and updates on the various bills and to reach out to our State Senators and Representatives.

H. DISCUSSION ITEMS

- H.1 Public Hearing and Consideration of Ordinance No. 1296, an Ordinance of The City of Mustang, Oklahoma, Amending the Zoning Ordinance of The City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from C-5, Commercial Intensive District to a Planned Unit Development with R-2, Two-Family District, Declaring Repealer, and Providing for Severability.

Senior City Planner Conner provided descriptive and background information of the property requesting to be rezoned including the variances requested by the applicant. He stated Staff recommends approval of the rezoning as well as Planning Commission who voted unanimously to recommend approval.

Discussion was held regarding fencing as well as discussion regarding the common area and structures.

Other discussion included giving up commercial space and the loss of sales tax money and if there was a possibility of Sara Road being extended to SW 89th Street which would provide more ways in and out of the property.

Mayor Grider Opened the Public Hearing.

Mark Grubbs, Grubbs Consulting, LLC, 1800 S. Sara Road, on behalf of the applicant, addressed the Council stating the applicant originally planned to put in mini-storage which would not generate sales tax. He stated bringing more people to Mustang would generate more sales tax than a mini-storage. Mr. Grubbs discussed the design of the duplexes and lot sizes stating they were modern and a good product. He also stated Planning Commission approved it and Staff recommends approval. Grubbs stated there is a big movement right now for duplex communities stating he is seeing half and half on duplex verses single family homes.

Mayor Grider stated there has been discussion of mini-storage businesses and sales tax stating that may be changing. He stated the big concern is giving up commercial sales tax stating he agrees with people generating sales tax, but so does commercial stating storage units aren't always permanent, but homes usually are.

Discussion was held regarding if the duplexes would be sold or managed with Grubbs stating he was not sure, but the entire package would most likely be sold and leased individually and not sold separately.

Mayor Grider closed the Public Hearing.

Further discussion was held regarding leaving the area zoned commercially in order to gain taxes for the City and if rezoned, would be at risk of losing that money. Safety was also a concern as well as the variances requested.

MOTION was made by **Councilman Sholund**, seconded by **Councilman McKenzie**, to Disapprove Ordinance No. 1296.

AYE: Ray, Leete, Wald, Waugh, McKenzie, Sholund, Grider

NAY: None

- H.2 Public Hearing and Consideration of Specific Use Permit Application SUP-12-11-23-1-30, SW Corner of N Clear Springs Rd & W Rendezvous Way – 7 acres MOL , DHD Corporation, C-3 Commercial General District, Requesting a Specific Use Permit for Mini Storage and RV Storage Units.

Senior City Planner Conner provided background information stating this property has come before Council and Planning Commission twice before. He stated the property is zoned C-3 stating the applicant is requesting to build a mini-storage and RV storage facility which, under City Code, requires a Special Use Permit (SUP). **Conner** stated Planning Commission approved the SUP with seven stipulations (stipulations are listed on the attached Permit).

Discussion was held regarding fencing, entrance to the storage units and possible signage.

Mayor Grider Opened the Public Hearing.

Kaitlyn Turner, Williams, Box, Forshee & Bullard P.C., on behalf of the applicant, addressed the Council stating the entire site will be screened for security and for the neighbors and also stated the alleyway will be emergency access only. She stated approximately 2.7 acres will not be developed for storage and will be available for future commercial purposes and stated the applicant will abide by Municipal Code and the SUP stipulations.

Discussion was held regarding the fencing such as masonry wall, as well as the gate with Ms. Turner stating all would be installed as allowed by Code and the SUP.

Other discussion was held regarding the 2.7 acres left for commercial purposes and the potential businesses that could be placed there.

Mr. Doug Eckart, 1935 W. Badger Way, addressed the Council stating he was in favor of this SUP stating he felt it was the best proposal that had been brought to the City. He also stated he liked the 2.7 acres being reserved for commercial. Mr. Eckart stated most of the neighborhood was in favor of the SUP except for one neighbor who was against it stating their property backs up to this property. He stated they spoke with the developer who may possibly add trees or something to provide a little more barrier for his property.

Discussion was held regarding Municipal Code's tree placement requirements with **City Manager Rooney** stating the SUP did not need to list this requirement as it is already stipulated in the Code.

Mayor Grider closed the Public Hearing.

MOTION was made by **Councilman Wald**, seconded by **Councilman Sholund**, to Approve the Specific Use Permit with the conditions stipulated by the Planning Commission (attached to the minutes).

AYE: Ray, Leete, Wald, Waugh, McKenzie, Sholund, Grider

NAY: None

- H.3 Consideration of Ordinance No. 1297, an Ordinance of the City of Mustang, Oklahoma, Amending Municipal Code (1) Chapter 122, Article IX, Section 122-851 To Identify and Regulate Permitted Encroachments Into Yard Areas In Residential and Commercial Zoned Properties, Require an Application and Imposing a Fee, and (2) Chapter 42, Section 18, To Establish the Fee for Permitted Encroachments; Declaring Repealer; and Providing for Severability.

Senior City Planner Conner stated Staff has identified instances where commercial accessory structures, such as canopies over gasoline pump stations, are built in violation of platted building setbacks or zoning setbacks. He stated it was Staff's opinion that said canopies, which are accessory structures to the main structure on a property, should be permitted within building setbacks in order to perform their intended purpose of keeping persons or equipment protected from environmental elements. **Conner** stated this newly amended Section of the Code would regulate the construction of carports in residential zones areas unchanged, but have an added Section dealing with canopies in commercial zoned areas stating construction permits would still be required, must be located at minimum 15 feet away from property lines, and still abide by maximum lot coverage requirement for the property. He stated this change would bring at least three businesses in Mustang into compliance with the Code.

MOTION was made by **Councilman Sholund**, seconded by **Councilman McKenzie**, to Approve Ordinance No. 1297.

AYE: Ray, Leete, Wald, Waugh, McKenzie, Sholund, Grider

NAY: None

- H.4 *Consideration of Ordinance No. 1298, an Ordinance of the City of Mustang, Oklahoma, Amending the Code of Ordinances by: (A) Amending Chapter 118, Section 118-6(A) to Increase the Deposit Fee for Temporary Water Flow Meters; and (B) Amending Chapter 42, Section 42-118(A) to Increase the Deposit Fee for Temporary Water Flow Meters; Declaring Repealer; and Providing for Severability.

City Attorney Miller stated this Ordinance increases the deposit for temporary water flow meters stating the deposit has not been changed in a number of years. He stated currently, the price to replace a meter exceeds the deposit by \$500.

Discussion was held regarding the new rate and the deposit being returned if the meter is returned undamaged.

MOTION was made by **Councilman Wald**, seconded by **Councilman Sholund**, to Approve Ordinance No. 1298.

AYE: Ray, Leete, Wald, Waugh, McKenzie, Sholund, Grider

NAY: None

I. MATTERS FOR EXECUTIVE SESSION:

- I.1 Consideration of In re the Expungement of the Criminal Records of SB, Canadian County, Oklahoma; and, proposed Executive Session as authorized by 25 Okla. Stat. 307(B)(4).
- I.2 Consideration of Stephen and Darla Upchurch, et al. vs. The City of Mustang and Wright Water Corporation, Case No. CJ-2024-19, District Court, Canadian County, State of Oklahoma; and, proposed Executive Session as authorized by 25 Okla. Stat. 307(B)(4).
- I.3 Consideration of The City of Mustang, Oklahoma vs. Loren R. Smith and Wilma Smith, Co-Trustees of the Loren R. and Wilma L. Smith Revocable Trust dated July 23, 2002, Case No. CV-2019-53, District Court, Canadian County, Oklahoma; and, proposed Executive Session as authorized by 25 Okla. Stat. 307(B)(4).

MOTION was made by **Mayor Grider**, seconded by **Councilman Wald**, to Adjourn to Executive Session.

AYE: Ray, Leete, Wald, Waugh, McKenzie, Sholund, Grider

NAY: None

TIME ADJOURNED to Executive Session: **8:10 p.m.**

Mayor Grider called the meeting back into Session.

TIME RETURNED to Executive Session: **8:39 p.m.**

In reference to Item I.1 –

Informational purposes only.

In reference to Item I.2 –

Informational purposes only.

In reference to Item I.3 –

MOTION was made by **Councilman Sholund**, seconded by **Councilman Leete**, to Authorize the City Attorney to proceed as discussed in Executive Session.

AYE: Ray, Leete, Wald, Waugh, McKenzie, Sholund, Grider

NAY: None

J. ADJOURNMENT

MOTION was made by **Councilman Wald**, seconded by **Councilman Waugh**, to adjourn.

AYE: Ray, Leete, Wald, Waugh, McKenzie, Sholund, Grider

NAY: None

The meeting was adjourned at **8:40 p.m.**

Brian Grider, Mayor

Attest:

Lisa Martin, City Clerk

THE CITY OF MUSTANG

SPECIFIC USE PERMIT – SUP-12-11-23-1-30

LICENSE HOLDER: DHD CORPORATION

LOCATION: SW CORNER OF N CLEAR SPRINGS RD &
W RENDEZVOUS WAY

ZONING: C-3, COMMERCIAL GENERAL DISTRICT

SPECIFIC USE – MINI STORAGE AND RV STORAGE

THIS SPECIFIC USE PERMIT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF CHAPTER 122-57 THROUGH 122-61, ARTICLE II, DIVISION II (SPECIFIC USE PERMITS) AND ALL OTHER APPLICABLE CITY OF MUSTANG ORDINANCES.

ADDITIONAL TERMS AND CONDITIONS PLACED UPON THIS SPECIFIC USE PERMIT ARE SET FORTH BELOW:

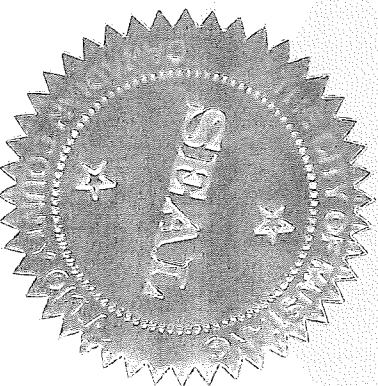
1. LIGHTING ON THE SITE SHALL BE DIRECTED INTERNALLY AND SHALL NOT CONSIST OF POLE LIGHTS.
2. THE EXTERIOR CONSTRUCTION OF BUILDINGS SHALL COMPLY WITH CURRENT CITY ORDINANCES.
3. SIGHT PROOF MASONRY FENCING SHALL BE CONSTRUCTED ON THE EXTERIOR BOUNDARIES OF THE PROPERTY IN ACCORDANCE WITH CURRENT CITY ORDINANCES.
4. ALL BUILDINGS ON SITE SHALL BE CONSTRUCTED TO NO MORE THAN ONE-STORY IN HEIGHT.
5. MINI-STORAGE UNITS ON THE WEST SIDE SHALL BE ACCESSED FROM THE INTERNAL SIDE OF THE SITE ONLY.
6. SIGNAGE FOR THE DEVELOPMENT SHALL CONSIST OF MONUMENT STYLE SIGNAGE ONLY.
7. THE DEVELOPMENT SHALL BE CONSISTENT WITH THE SUBMITTED SITE PLAN.

APPLICANT NAME:

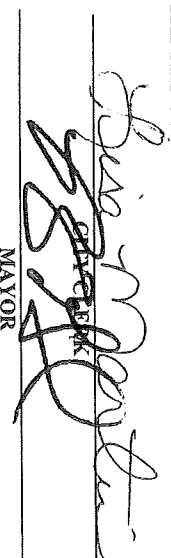
DHD CORPORATION

DATE ISSUED:

02/06/2024



KNOW ALL MEN BY THESE PRESENTS THAT:
THE CITY COUNCIL OF THE CITY OF MUSTANG
APPROVED SAID SPECIFIC USE PERMIT ON 02/06/2024
WITH THE CONDITIONS AS STATED ON THIS PERMIT:


MAYOR



Agenda Item No: F.2

Mustang City Council Agenda Item Report

Meeting Date: March 5, 2024

Submitted by: Ashley Neely

Submitting Department: Finance

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

*Claims List for FY 2024.

Recommendation:

Approve

Initiator:

Ashley Neely

Background:

Claims List for FY24

Financial Impact:

\$501,262.75

Staff Comments:

Attachments:

[GF Claims List - FY24.pdf](#)

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 CITY ATTORNEY						
24-1503	01-00205	OKLAHOMA MUNICIPAL RETIREME	DEFINED CONTRIBUTION	2/2024	202402220825	125.31
24-0255	01-R0138	R.D. GRACE	OTHER ATTORNEY FEES	2/2024	23990169-4B	2,681.25
DEPARTMENT TOTAL:						2,806.56
DEPARTMENT: 05 INFORMATION TECHNOLOGY						
24-1503	01-00205	OKLAHOMA MUNICIPAL RETIREME	DEFINED CONTRIBUTION	2/2024	202402220825	89.90
DEPARTMENT TOTAL:						89.90
DEPARTMENT: 11 CITY MANAGER						
24-0116	01-B0274	HEALTH CARE SERVICE CORPORA	RETIRE HEALTH INSURANCE	2/2024	202402220785	3,316.91
24-0086	01-D1082	DELTA DENTAL PLAN OF OKLAHO	RETIREE DENTAL INSURANCE	2/2024	202402220790	509.14
24-0475	01-G0133	DALLAS-FORT WORTH HOSPITAL	BACKGROUND CHECKS	1/2024	00104958	43.70
24-0495	01-H0167	HEALTH CARE SERVICE CORPORA	COBRA INS ADMIN FEE	1/2024	240832 JAN 2024	105.00
24-1503	01-00205	OKLAHOMA MUNICIPAL RETIREME	DEFINED CONTRIBUTION	2/2024	202402220825	367.94
24-0330	01-S0137	STANDARD INSURANCE COMPANY	RETIREE VISION	2/2024	202402220800	71.52
DEPARTMENT TOTAL:						4,414.21
DEPARTMENT: 12 LIBRARY						
24-1093	01-B1023	BTAC UNITED ACQUISITION HO	LBOOKS	2/2024	5018744895	60.50
24-0548	01-C1014	CENGAGE LEARNING, INC.	LARGE PRINT BOOKS	1/2024	83697744	26.39
24-0548	01-C1014	CENGAGE LEARNING, INC.	LARGE PRINT BOOKS	2/2024	83816423	204.73
24-1248	01-D0160	DANE & ASSOCIATES ELECTRIC	REPLACE LIGHT SWITCH	1/2024	7149	250.00
24-1404	01-D0160	DANE & ASSOCIATES ELECTRIC	ELECTRICAL WORK	1/2024	7149A	373.65
24-0220	01-E0082	ENVISIONWARE, INC.	PC RESERVATION & PRINT	2/2024	INV-US-69570	575.00
24-1142	01-I0023	INGRAM LIBRARY SERVICES LLC	JUVENILE BOOKS	1/2024	80234075	203.09
24-1142	01-I0023	INGRAM LIBRARY SERVICES LLC	JUVENILE BOOKS	2/2024	80358123	676.95
24-1325	01-I0023	INGRAM LIBRARY SERVICES LLC	YA BOOKS	1/2024	80208132	16.50
24-1325	01-I0023	INGRAM LIBRARY SERVICES LLC	YA BOOKS	2/2024	80358122	379.18
24-0212	01-M0263	MIDWEST TAPE, LLC	NON-PRINT ITEMS	1/2024	504977681	178.76
24-1381	01-M0263	MIDWEST TAPE, LLC	AUDIO VISUAL	2/2024	505014522	1,455.32
24-1503	01-00205	OKLAHOMA MUNICIPAL RETIREME	DEFINED CONTRIBUTION	2/2024	202402220825	82.44
24-1430	01-S1023	CRESHIA R. STARK	BILINGUAL STORY TIME 2/24	2/2024	202402220801	60.00
DEPARTMENT TOTAL:						4,542.51

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13		PARKS AND RECREATION				
24-0286	01-C0106	CINTAS CORPORATION NO. 2	WHP BATHROOM SUPPLIES	2/2024	4182105710A	37.28
24-0276	01-C0286	CIVICPLUS, LLC	CIVIC REC SOFTWARE FEES	1/2024	291766	733.05
24-0173	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	2/2024	202402220806	3,080.41
24-1503	01-00205	OKLAHOMA MUNICIPAL RETIREME	DEFINED CONTRIBUTION	2/2024	202402220825	160.44
24-1474	01-RF0091	MORGAN DIGBY	PARTIAL REFUND OF YR PASS	2/2024	202402220799	125.00
24-1221	01-W0201	WEX BANK	FUEL CHARGES	12/2023	202402220804	1,000.00
DEPARTMENT TOTAL:						5,136.18
DEPARTMENT: 15		GENERAL GOVERNMENT				
24-1420	01-C1068	CDW LLC	IT TONER CARTRIDGES	2/2024	PL7480	463.38
24-0087	01-D0088	STATE OF OKLAHOMA - DEPART	MINMATE LABOR	1/2024	UNCCC-3060124	540.00
24-1402	01-D0144	DON-CO SEWER & DRAIN	LEAK REPAIRS	1/2024	7017	155.00
24-1408	01-D0144	DON-CO SEWER & DRAIN	ANIMAL SHLTR HOT WTR TANK	1/2024	7016	2,175.00
24-1438	01-K0075	JEFFREY D SIGHTS	OLD ANIM SHLTR DEMOLITION	2/2024	1556	1,350.00
24-0198	01-00010	ONE GAS, INC.	NATURAL GAS SERVICE	2/2024	202402220814	392.24
24-0174	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	2/2024	202402220807	770.12
24-0151	01-00055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICE	2/2024	202402220823	72.62
24-1157	01-Q0082	QUADIENT LEASING USA, INC	MAIL MACHINE RENTAL	2/2024	Q1192298A	180.92
24-0323	01-S0085	SILVER STAR CONSTRUCTION	COSTREET & MOWING CONTRACTO	1/2024	34491	75,094.19
24-0327	01-S0085	SILVER STAR CONSTRUCTION	COMAINTENANCE CONTRACT	1/2024	34492	2,293.74
24-0333	01-S0173	STANDLEY SYSTEMS, LLC	COPIER LEASE/USAGE	2/2024	INV1608922	2,286.26
DEPARTMENT TOTAL:						85,773.47
DEPARTMENT: 18		TOWN CENTER				
24-0425	01-A0110	ALL SEASON BUILDING SUPPLY	MAINTENANCE	1/2024	361925	146.07
24-0290	01-A0227	ALLIED ELEVATOR SERVICES,	IINSPECTION & MAINTENANCE	2/2024	2154231	175.00
24-0302	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	2/2024	4182105710	1,165.79
24-0036	01-C0117	CLEARWATER ENTERPRISES, LLC	NATURAL GAS SERVICE	2/2024	20591-02401	2,580.81
24-1445	01-D0089	DAVE'S SAFE & LOCK LLC	REPLACE FAM BATHRM LOCK	2/2024	8658	1,490.00
24-0989	01-H0165	HD SUPPLY, INC	JANITORIAL SUPPLIES	1/2024	783837966	419.08
24-0312	01-L0052	LOCKE SUPPLY CO	LIGHTING SUPPLIES	2/2024	51668895-00	40.98
24-0199	01-00010	ONE GAS, INC.	NATURAL GAS SERVICE	2/2024	202402220815	431.93
24-0176	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	2/2024	202402220808	5,322.11
24-1503	01-00205	OKLAHOMA MUNICIPAL RETIREME	DEFINED CONTRIBUTION	2/2024	202402220825	36.27
24-1235	01-P0206	PATRIOT HEAT & AIR LLC	HVAC REPAIRS - SERVER RM	12/2023	20222601	95.00
DEPARTMENT TOTAL:						11,903.04

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 19		BALL COMPLEX				
24-0405	01-A0110	ALL SEASON BUILDING SUPPLY	FIELD MAINTENANCE	1/2024	361042	203.24
24-0899	01-B1019	BEN E. KEITH COMPANY	FOOD/SUPPLIES CONCESSIONS	2/2024	66394539	1,421.19
24-1414	01-C1068	CDW LLC	APPLE 10.2 INCH IPADS	2/2024	PK58022	650.18
24-0446	01-F0144	405 TECHNOLOGY SOLUTIONS,	LPOS SYSTEM-CONCESSIONS	2/2024	2562	95.48
24-0452	01-I1119	STEPHENSON WHOLESALE CO.,	ICONCESSION SUPPLIES	2/2024	7811783	25.90
24-0997	01-I1119	STEPHENSON WHOLESALE CO.,	ICONCESSION SUPPLIES	1/2024	7809025	209.05
24-0997	01-I1119	STEPHENSON WHOLESALE CO.,	ICONCESSION SUPPLIES	2/2024	7811775	215.37
24-0742	01-L0052	LOCKE SUPPLY CO	ZIP TIES, BATHROOM PARTS	2/2024	51702570-00	151.00
24-0178	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	2/2024	202402220809	920.23
24-0152	01-O0055	OKLAHOMA GAS & ELECTRIC CO	ELECTRIC SERVICE	2/2024	202402220822	144.42
24-1503	01-O0205	OKLAHOMA MUNICIPAL RETIREME	DEFINED CONTRIBUTION	2/2024	202402220825	74.52
24-0900	01-P0144	BOTTLING GROUP, LLC	CONCESSIONS BEVERAGES	1/2024	83818858	440.56
24-0900	01-P0144	BOTTLING GROUP, LLC	CONCESSIONS BEVERAGES	2/2024	92961752	367.37
24-1424	01-P0144	BOTTLING GROUP, LLC	CONCESSIONS BEVERAGE/CO2	2/2024	84779009	3,747.43
24-1356	01-R0208	ROGERS BASE COMPANY	HOMEPLATES & BASE SETS	2/2024	3116	1,926.37
DEPARTMENT TOTAL:						10,592.31
DEPARTMENT: 20		AQUATICS				
24-1415	01-D0134	DON'S PLUMBING INC	FOUNTAIN REPAIR/REPLACE	2/2024	WO-5197	185.00
24-0179	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	2/2024	202402220810	317.22
DEPARTMENT TOTAL:						502.22
DEPARTMENT: 21		FINANCE				
24-0163	01-O0197	OKLAHOMA MUNICIPAL COURT CL	ANNUAL MEMBERSHIP DUES	2/2024	5512	55.00
24-0164	01-O0197	OKLAHOMA MUNICIPAL COURT CL	ANNUAL MEMBERSHIP DUES	2/2024	5511	55.00
24-1442	01-O0197	OKLAHOMA MUNICIPAL COURT CL	DISTRICT 3 WORKSHOP	2/2024	14608272	50.00
24-1503	01-O0205	OKLAHOMA MUNICIPAL RETIREME	DEFINED CONTRIBUTION	2/2024	202402220825	328.13
24-1342	01-T1040	TYLER TECHNOLOGIES, INC.	ERP PRO VIRTUAL LEARNING	1/2024	025-454038	275.00
DEPARTMENT TOTAL:						763.13
DEPARTMENT: 31		COMMUNITY DEVELOPMENT				
24-0379	01-O0096	OKLAHOMA UNIFORM BUILDING C	BUILDING PERMIT FEES	1/2024	202402220795	284.00
24-1503	01-O0205	OKLAHOMA MUNICIPAL RETIREME	DEFINED CONTRIBUTION	2/2024	202402220825	86.67
DEPARTMENT TOTAL:						370.67

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE				
24-0025	01-A0039	A.S.C. INCORPORATED	VEHICLE PARTS	1/2024	190482	325.03
24-0038	01-C0117	CLEARWATER ENTERPRISES, LLC	NATURAL GAS SERVICE	2/2024	20591-02401A	1,141.26
24-0066	01-F0078	DAIOHS USA, INC	ICE MACHINE RENT/SERVICE	1/2024	384971	126.15
24-0066	01-F0078	DAIOHS USA, INC	ICE MACHINE RENT/SERVICE	2/2024	386888	135.00
24-0064	01-F4474	FIRETROL PROTECTION SYSTEMS	FIRE SUPPRESSION	2/2024	100908891	312.50
24-0076	01-J1071	JAN-PRO OF OKC	FACILITY CLEANING SERVICE	2/2024	INV37934	1,585.00
24-0081	01-M0170	DAVID L. MORRIS	VEHICLE MAINTENANCE	1/2024	248-01082024	60.00
24-0081	01-M0170	DAVID L. MORRIS	VEHICLE MAINTENANCE	2/2024	233-01162024	196.00
24-0200	01-O0010	ONE GAS, INC.	NATURAL GAS SERVICE	2/2024	202402220816	273.65
24-0180	01-O0035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	2/2024	202402220811	3,127.40
24-1503	01-O0205	OKLAHOMA MUNICIPAL RETIRED	DEFINED CONTRIBUTION	2/2024	202402220825	1,134.68
24-0104	01-T0029	WEST PUBLISHING CORPORATION	CLEAR INVESTIGATIVE TOOL	2/2024	849672740	236.13
24-0105	01-T0198	TOP TIER TACTICAL, SURVIVAL	BALLISTIC VESTS	1/2024	2937-A	820.00
24-0107	01-T1029	THOMAS L DAVIS	JAIL LAUNDRY SERVICE	1/2024	000472	209.15
24-0108	01-T1055	BRANDONS TOWN PLAZA CLEANER	UNIFORM CLEANING	1/2024	#MUST/DEC-2023	350.90
24-0124	01-V0028	DIGITAL MARKETS, INC	AUDIO LOGGER SUPPORT	1/2024	7290	3,850.00
DEPARTMENT TOTAL:						13,882.85
DEPARTMENT: 42		ANIMAL WELFARE				
24-1180	01-H0191	WENDY HOWARD DVM, PC	SPAY & NEUTER SERVICES	1/2024	2139037	134.00
24-1180	01-H0191	WENDY HOWARD DVM, PC	SPAY & NEUTER SERVICES	2/2024	2141814	204.00
24-0420	01-J1071	JAN-PRO OF OKC	ANIMAL WELFARE CLEANING	2/2024	INV37932	395.00
24-0201	01-O0010	ONE GAS, INC.	NATURAL GAS SERVICE	2/2024	202402220817	603.43
24-1503	01-O0205	OKLAHOMA MUNICIPAL RETIRED	DEFINED CONTRIBUTION	2/2024	202402220825	37.49
24-0427	01-P0181	PLAN-IT FIRE, LLC	ALARM MONITORING	2/2024	20240684	41.00
24-1399	01-S0330	STREETS, LLC	DOG KENNEL HVAC REPAIR	1/2024	32795052	2,944.45
DEPARTMENT TOTAL:						4,359.37
DEPARTMENT: 44		SUPPORT SERVICES				
24-1503	01-O0205	OKLAHOMA MUNICIPAL RETIRED	DEFINED CONTRIBUTION	2/2024	202402220825	80.45
DEPARTMENT TOTAL:						80.45

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 51		FIRE				
24-0343	01-A0110	ALL SEASON BUILDING SUPPLY	BUILDING REPAIR & MAINT	2/2024	219124	33.68
24-1382	01-B0211	ACROSS THE STREET PRODUCTION	BLUE CARD SUBSCRIPTION	1/2024	24678	1,039.50
24-1199	01-J0043	CHRISTOPHER SODA	EMERGENCY RESPONSE	2/2024	202402220791	1,800.00
24-1401	01-M2254	MYDER, LLC	E2 TRANS CONTROL MODULE	2/2024	ML05108	4,056.35
24-0202	01-O0010	ONE GAS, INC.	NATURAL GAS SERVICE	2/2024	202402220818	1,185.77
24-1503	01-O0205	OKLAHOMA MUNICIPAL RETIREMENT	DEFINED CONTRIBUTION	2/2024	202402220825	1,275.80
24-1376	01-S0227	SUTPHEN CORPORATION	TURN SIGNAL SWITCH	1/2024	40067249	124.17
24-0699	01-S0348	HOWMEDICA OSTEONICS CORP	LIFE PAK VERIZON CELLULAR	1/2024	9205496198	1,824.00
24-1432	01-S1318	STRYKER INTEGRATED SOLUTION	FIRE ALARM MONITORING	2/2024	24-59	300.00
24-1314	01-T1087	THOMAS ENERGY SYSTEMS INC	AIR TEST-SCBA COMPRESSOR	1/2024	981030	470.00
24-1131	01-W0201	WEX BANK	FUEL FOR VEHICLES	11/2023	202402220803	12,000.00
24-1412	01-Z0014	CENTRAL SQUARE TECHNOLOGIES	STANDBY VIRTUAL SERVER	2/2024	Q-160985	684.61
DEPARTMENT TOTAL:						24,793.88
DEPARTMENT: 61		STREETS				
24-0059	01-C0278	COX COMMUNICATIONS, INC.	TELEPHONE/INTERNET-STREET	2/2024	202402220824	181.41
24-0182	01-O0035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	2/2024	202402220812	1,134.87
DEPARTMENT TOTAL:						1,316.28
FUND TOTAL:						171,327.03

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
24-0327	01-S0085	SILVER STAR CONSTRUCTION COMAINTENANCE CONTRACT			1/2024 34492	156.25
DEPARTMENT TOTAL:						156.25
FUND TOTAL:						156.25

FUND: 07 - LIBRARY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
24-1477	01-B0295	ALAINA BROWN	TRAVEL TO OLA CONFERENCE	2/2024	202402220786	227.82
24-1476	01-B1115	SHEILA BARNARD	GRANT PER DIEM	2/2024	202402220787	177.00
DEPARTMENT TOTAL:						404.82
FUND TOTAL:						404.82

FUND: 08 - PD TRAFFIC ENFORCEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE ENFORCEMENT				
24-1377	01-C1068	CDW LLC	HARD DRIVES FOR SERVER	1/2024	PF94093	3,211.54
DEPARTMENT TOTAL:						3,211.54
FUND TOTAL:						3,211.54

FUND: 14 - STREET/DRAINAGE IMP

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
24-1259	01-A0065	ACTION SAFETY SUPPLY CO., LGUARDRAIL REPAIR		2/2024	00267664	4,909.46
24-0327	01-S0085	SILVER STAR CONSTRUCTION COMAINTENANCE CONTRACT		1/2024	34492	22,033.73
					DEPARTMENT TOTAL:	26,943.19
					FUND TOTAL:	26,943.19

FUND: 16 - POLICE NARCOTICS ENFORCEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE NARCOTICS ENFORCE				
24-0671	01-P0138	PACESETTER K9 LLC	K-9 PURCHASE & TRAINING	1/2024	2347	14,000.00
DEPARTMENT TOTAL:						14,000.00
FUND TOTAL:						14,000.00

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 CITY ATTORNEY						
24-0603	01-T0029	WEST PUBLISHING CORPORATION	WESTLAW PRO	12/2023	849395414	345.00
24-0603	01-T0029	WEST PUBLISHING CORPORATION	WESTLAW PRO	2/2024	849702829	345.00
DEPARTMENT TOTAL:						690.00
DEPARTMENT: 05 INFORMATION TECHNOLOGY						
24-1421	01-C1068	CDW LLC	LICENSE & BACKUP SOFTWARE	2/2024	PL58906	2,411.12
DEPARTMENT TOTAL:						2,411.12
DEPARTMENT: 18 TOWN CENTER						
24-1433	01-K0075	JEFFREY D SIGHTS	REMOVE BUILT IN CABINETS	2/2024	1557	1,200.00
DEPARTMENT TOTAL:						1,200.00
DEPARTMENT: 51 FIRE						
24-1372	01-C1068	CDW LLC	FIRE DEPARTMENT SERVER	1/2024	PG09624	702.84
24-0020	01-T0232	TRUIST BANK	2019 AERIAL LADDER TRUCK	2/2024	202402220802	61,664.70
DEPARTMENT TOTAL:						62,367.54
DEPARTMENT: 72 WATER						
24-0617	01-L0052	LOCKE SUPPLY CO	PARTS FOR WATER LINES	2/2024	51669851-00	1.15
24-1251	01-P0049	PIONEER SUPPLY, LLC	WATER METERS	1/2024	202402220798	4,310.79
24-1251	01-P0049	PIONEER SUPPLY, LLC	WATER METERS	2/2024	INV63571	2,518.50
DEPARTMENT TOTAL:						6,830.44
FUND TOTAL:						73,499.10

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
24-1462	01-C0202	BUDDY CORBIN	WC CLAIM 2022-14	2/2024	202402220789	12,023.60
24-1452	01-M1237	MCBRIDE CLINIC ORTHOPEDIC	HWC CLAIM #2022-13	2/2024	202402220794	284.99
24-1464	01-00181	STATE OF OKLAHOMA	WC CLAIM 2022-14	2/2024	202402220796	686.85
24-1463	01-00206	OK WORKERS' COMPENSATION	COWC CLAIM 2022-14 FEE	2/2024	202402220797	140.00
DEPARTMENT TOTAL:						13,135.44
FUND TOTAL:						13,135.44

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 MAYOR AND COUNCIL						
24-1175	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING FEES	2/2024	8372C	2,576.00
DEPARTMENT TOTAL:						2,576.00
DEPARTMENT: 11 CITY MANAGER						
24-1453	01-B0186	JUSTIN BATTLES	TUITION REIMBURSEMENT	2/2024	202402280833	700.00
24-0118	01-J1071	JAN-PRO OF OKC	CLEANING SERVICES	3/2024	INV43789	880.00
24-0137	01-M0180	MUSTANG CHAMBER OF COMMERCE	CHAMBER LUNCHEONS	2/2024	19795	360.00
DEPARTMENT TOTAL:						1,940.00
DEPARTMENT: 12 LIBRARY						
24-1093	01-B1023	BTAC UNITED ACQUISITION	HOLBOOKS	2/2024	5018762636	1,091.30
24-0548	01-C1014	CENGAGE LEARNING, INC.	LARGE PRINT BOOKS	2/2024	83904621	31.19
24-0221	01-C1068	CDW LLC	INK	2/2024	PP47013A	193.53
24-1142	01-I0023	INGRAM LIBRARY SERVICES LLC	JUVENILE BOOKS	2/2024	80500293	75.88
24-1325	01-I0023	INGRAM LIBRARY SERVICES LLC	YA BOOKS	2/2024	80500291	83.41
24-0212	01-M0263	MIDWEST TAPE, LLC	NON-PRINT ITEMS	2/2024	505065310	1,365.79
24-0225	01-M0263	MIDWEST TAPE, LLC	JUVENILE NON-PRINT ITEMS	2/2024	505065312	71.98
DEPARTMENT TOTAL:						2,913.08
DEPARTMENT: 15 GENERAL GOVERNMENT						
24-0504	01-C0025	CANADIAN COUNTY ELECTION	BOPRE-ELECTION & ELECTION	2/2024	202402280834	1,255.07
24-0494	01-00014	OK MUNICIPAL ASSURANCE	GROUP GEN LIABILITY INSURANCE	2/2024	202402280842	26,554.50
24-0496	01-00014	OK MUNICIPAL ASSURANCE	GROUP PROPERTY INSURANCE	2/2024	202402280843	38,088.00
24-0323	01-S0085	SILVER STAR CONSTRUCTION	COSTREET & MOWING CONTRACTO	2/2024	202402280844	75,094.19
DEPARTMENT TOTAL:						140,991.76
DEPARTMENT: 18 TOWN CENTER						
24-0302	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	2/2024	4183592403	1,148.43
24-1124	01-D0160	DANE & ASSOCIATES ELECTRIC	ELECTRICAL REPAIRS	2/2024	7183	498.45
DEPARTMENT TOTAL:						1,646.88

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 19						
		BALL COMPLEX				
24-0997	01-I1119	STEPHENSON WHOLESALE CO.,	ICONCESSION SUPPLIES	2/2024	7814472	882.72
24-1424	01-P0144	BOTTLING GROUP, LLC	CONCESSIONS BEVERAGE/CO2	2/2024	95753505	2,769.86
24-0708	01-Q0013	QUICKSCORES LLC	SCHEDULING SOFTWARE	12/2023	232667	112.00
DEPARTMENT TOTAL:						3,764.58
DEPARTMENT: 21						
		FINANCE				
24-0063	01-C0245	CRAWFORD & ASSOCIATES, P.C.	CONSULTING, GASB REVIEWS,	2/2024	18105	25.00
24-1342	01-T1040	TYLER TECHNOLOGIES, INC.	ERP PRO VIRTUAL LEARNING	2/2024	025-455825	275.00
DEPARTMENT TOTAL:						300.00
DEPARTMENT: 31						
		COMMUNITY DEVELOPMENT				
24-0378	01-C0020	CANADIAN COUNTY CLERK	MOWING & CLEANING ABATEME	2/2024	R835867	18.00
DEPARTMENT TOTAL:						18.00
DEPARTMENT: 41						
		POLICE				
24-0022	01-A1094	DJ HOPKINS INC.	ANNUAL RADAR RECERT.	2/2024	202402280831	920.00
24-0027	01-A1213	AVTEC LLC	ANNUAL RADIO FEE	2/2024	47701	8,548.99
24-1278	01-C0050	SM COKER ENTERPRISE LLC	PLUMBING REPAIRS	2/2024	202402280835	100.00
24-1375	01-C0050	SM COKER ENTERPRISE LLC	MISC PLUMBING REPAIRS	2/2024	202402280836	215.00
24-0067	01-F1094	FISH WINDOW CLEANING	WINDOW CLEANING SERVICE	2/2024	3165-27156	702.00
24-0800	01-G099	GT DISTRIBUTORS, INC.	AMMUNITION ORDER	7/2023	INV0962457	683.93
24-0100	01-S0373	RPS AUTO LLC	PD VEHICLE OIL CHANGES	1/2024	00543-31388	368.96
24-0854	01-T0198	TOP TIER TACTICAL, SURVIVAL	BALLISTIC VEST GRANT	2/2024	2992-A	820.00
24-0108	01-T1055	BRANDONS TOWN PLAZA CLEANER	UNIFORM CLEANING	9/2023	AUG.2023	232.50
DEPARTMENT TOTAL:						12,591.38
DEPARTMENT: 42						
		ANIMAL WELFARE				
24-0412	01-D0090	OK DEPT. OF PUBLIC SAFETY	OLETS DATA TERMINALS	2/2024	LET-013501A	15.00
24-1243	01-O0273	OKLAHOMA HUMANE SOCIETY	SPAY & NEUTER SERVICES	2/2024	2142801	270.00
24-0431	01-S0373	RPS AUTO LLC	OIL CHANGES	1/2024	00543-32315	65.24
DEPARTMENT TOTAL:						350.24

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 51		FIRE				
24-0343	01-A0110	ALL SEASON BUILDING SUPPLY		2/2024	364788	0.83
24-1455	01-C1068	CDW LLC	IT EQUIPMENT	2/2024	PP55708	1,612.15
24-0340	01-00025	O'REILLY AUTOMOTIVE STORES,VEHICLE REPAIR & MAINT		2/2024	0309-285726	45.98
24-1395	01-S0348	HOWMEDICA OSTEONICS CORP	ADULT SENSOR L-1 SPO2	2/2024	9205532937	653.45
24-0326	01-U0055	UNIFIRST HOLDINGS INC.	SHOP TOWEL SERVICE	2/2024	2770134518	81.98
DEPARTMENT TOTAL:						2,394.39
FUND TOTAL:						169,486.31

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
24-1467	01-C1068	CDW LLC	PRINTER INK	2/2024	PP96809	880.33
DEPARTMENT TOTAL:						880.33
FUND TOTAL:						880.33

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE ENFORCEMENT				
24-0055	01-D0090	OK DEPT. OF PUBLIC SAFETY	TERMINAL ACCESS	2/2024	LET-013501	585.00
DEPARTMENT TOTAL:						585.00
FUND TOTAL:						585.00

FUND: 14 - STREET/DRAINAGE IMP

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
24-1189	01-C0108	COWAN GROUP ENGINEERING, LLGIS MONTHLY UPDATES		2/2024	8368	8,000.00
DEPARTMENT TOTAL:						8,000.00
FUND TOTAL:						8,000.00

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05 INFORMATION TECHNOLOGY						
24-1456	01-C1068	CDW LLC	IT OFFICE PRO UPGRADE	2/2024	PN60956	808.60
DEPARTMENT TOTAL:						808.60
DEPARTMENT: 21 FINANCE						
24-1524	01-C1068	CDW LLC	FINANCE KEYBOARDS & MICE	2/2024	PM13103	78.07
DEPARTMENT TOTAL:						78.07
DEPARTMENT: 61 STREETS						
24-1175	01-C0108	COWAN GROUP ENGINEERING, LLENGINEERING FEES		2/2024	8372A	2,061.00
DEPARTMENT TOTAL:						2,061.00
DEPARTMENT: 72 WATER						
24-0617	01-L0052	LOCKE SUPPLY CO	PARTS FOR WATER LINES	2/2024	51832885-00	147.39
24-1251	01-P0049	PIONEER SUPPLY, LLC	WATER METERS	2/2024	INV63812	5,495.50
DEPARTMENT TOTAL:						5,642.89
FUND TOTAL:						8,590.56

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
24-1529	01-B0048	BARNUM & CLINTON, PLLC	WC CLAIM #2022-14	2/2024	202402280832	991.00
24-1526	01-E0063	EXCEL THERAPY SPECIALISTS-OWC	CLAIM #2022-14	2/2024	202402280837	128.71
24-0923	01-H0174	HEALTHSMART BENEFIT SOLUTION	WORKERS COMP SERVICE FEES	2/2024	399228	125.00
24-1525	01-H0174	HEALTHSMART BENEFIT SOLUTION	WC CLAIM #2023-12&2024-02	2/2024	202402280838	590.00
24-1531	01-I0053	INDEPENDENT MEDICAL EXAMINA	WC CLAIM #2009-07	2/2024	202402280839	335.63
24-1528	01-I1030	INTEGRIS CANADIAN VALLEY HOW	WC CLAIM #2023-12	2/2024	202402280840	175.12
24-1530	01-M0267	MEDICAL CLAIMS REVIEW SERV	MEDICAL BILL AUDIT FEE	2/2024	202402280841	411.74
24-1532	01-W0108	SERVRX, INC.	WC CLAIM #2009-07	2/2024	202402280845	8,285.98
DEPARTMENT TOTAL:						11,043.18
FUND TOTAL:						11,043.18

MARCH 2024 VISA

<u>DEPT</u>		
<u>501</u>	ATTORNEY	\$ 500.00
511	CITY MANAGER	\$ 3,000.00
512	LIBRARY	\$ 8,000.00
513	PARKS & RECREATION	\$ 10,000.00
515	GENERAL GOVERNMENT	\$ 3,000.00
518	TOWN CENTER	\$ 1,000.00
521	FINANCE	\$ 500.00
531	COMM. DEV.	\$ 2,000.00
541	POLICE	\$ 10,000.00
551	FIRE	\$ 10,000.00
TOTAL		\$ 48,000.00

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



Agenda Item No: F.3

Mustang City Council Agenda Item Report

Meeting Date: March 5, 2024

Submitted by: Julie Slupe

Submitting Department: Library

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

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

Recommendation:

Approve

Initiator:

Julie Slupe

Background:

Past due accounts for February 2024.

Financial Impact:

\$702.89

Staff Comments:

Attachments:

[February 2024 Collections City Council Copy.pdf](#)

NAME/RESPONSIBLE PARTY	CITY, STATE, ZIP	BOOK BALANCE
JOCELYN ROXANA BLANCO	YUKON, OK. 73099	\$155.39
VANESSA RAMIREZ	YUKON, OK. 73099	\$85.86
SHELBY LEIGH HINSHAW	MUSTANG, OK. 73064	\$113.60
ELLYNN CHANDLER ESCOBAR	YUKON, OK. 73099	\$68.23
JANET AGUILAR	YUKON, OK. 73099	\$79.95
DALANA MARIE BROWN	MUSTANG, OK. 73064	\$199.86
TOTAL FOR INDIVIDUALS		\$702.89
TOTAL FOR FAMILY GROUP		\$0.00
OVERALL TOTAL		\$702.89



Mustang City Council Agenda Item Report

Meeting Date: March 5, 2024

Submitted by: Janet Watts

Submitting Department: Finance

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of Resolution No. 24-025, a Resolution Accepting In-Kind Donation for Electronic Message Center.

Recommendation:

Accept

Initiator:

Janet Watts, Finance Director

Background:

Mustang Fire Department received an in-kind donation valued at \$45,000 from Metro Sign Corporation.

The donation of the electronic message center and upgrading existing signage includes all parts, installation, and warranty.

Financial Impact:

Valued at \$45,000

Staff Comments:

Attachments:

[Resolution No. 24-025 - In-Kind Donation - Sign -Fire Dept.pdf](#)

[donation letter.docx](#)

RESOLUTION NO. 24-025

A RESOLUTION ACCEPTING IN-KIND DONATION FOR ELECTRONIC MESSAGE CENTER.

WHEREAS, Mustang Fire Department received an in-kind donation valued at \$45,000;

WHEREAS, the donation of the electronic message center and upgrading existing signage includes all parts, installation, and warranty.

NOW THEREFORE, THE CITY COUNCIL OF MUSTANG, OKLAHOMA RESOLVES:
That the City of Mustang does hereby accept the in-kind donation.

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **5th** day of **March 2024**.

Mayor

ATTEST:

City Clerk

Metro Sign Corporation
401 N Ann Arbor Ave, OKC OK 73127
405.949.1555

12/20/2023

Mustang Fire Department
City of Mustang
466 W SH 152, Mustang OK 73064

Dear Mustang Fire Department,

This letter serves as documentation for the donation of the Electronic Message Center (EMC) and upgrading existing signage to include all parts, installation, and warranty. The following was donated:

- EMC - Watchfire 8mm 3x8 full color EMC to include Life-of-the-Sign cellular service and full warranty and support for the first five years from 12/20/23
- Existing Signage - New faces and LED conversion to existing cabinet and the addition of the filler cabinet with the patch emblem. This includes five year of warranty for the color and finishes and the LEDs are warrantied for three years.

The retail value of the above is approximately \$45,000.00 with the EMC being valued at \$40,675.00

Sincerely,



Metro Sign Corporation
Troy Schweinberg, President



Agenda Item No: F.5

Mustang City Council Agenda Item Report

Meeting Date: March 5, 2024

Submitted by: Jerry Hedrick

Submitting Department: Managerial Department

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Consideration to Declare Old Computer Equipment as Surplus and Authorize the Sale of the Equipment.

Recommendation:

Approve

Initiator:

Jerry Hedrick

Background:

The City has replaced outdated or malfunctioning network and computer hardware, and the IT Department would like to declare these items as surplus for potential sale in a future bid to a participating company.

Financial Impact:

0.00

Staff Comments:

Recommendation for Council approval to declare assets as surplus in accordance with city/state regulations.

Attachments:

[Surpluss.xlsx](#)

Manufacture	Product	Model	Serial Number	
hp	e233 monitor		3CQ90310FH	
hp	e233 monitor		3CQ90707L4	
aruba	ap	apin0205	CM0463712	
aruba	ap	apin0205	CM0463717	
aruba	ap	apin0205	CM0463980	
aruba	ap	apin0205	CM0463995	
aruba	ap	IAP-205-US	CNBTHMJ0C1	
aruba	ap	IAP-205-US	CNBTHMJ0H6	
aruba	ap	IAP-205-US	CNBTHMJ5ND	
aruba	ap	IAP-205-US	CNBTHMJ5Q0	
aruba	ap	IAP-205-US	CNBTHMJ5QB	
aruba	ap	IAP-205-US	CND5HMJNP6	
extreme	ap		15789 1235M-40037	
extreme	ap		15789 1235M-40054	
hp	compaq 8200	XZ982UT#ABA	MXL21308BR	
nobilis	computer			1150924
dell	d14u		9f4xm83	
dell	d14u		9gmwn83	
hp	e231 monitor		3CQ5051DZJ	
hp	e231 monitor		3CQ5051DZZ	
hp	e232 monitor		3CQ6091JYX	
hp	e232 monitor		cn45381f1g	
hp	e233 monitor		3CQ903100K	
hp	e233 monitor		3CQ903100N	
hp	e233 monitor		3CQ903100P	
hp	e233 monitor		3CQ9031BQY	
hp	e233 monitor		3CQ9031BR8	
hp	e233 monitor		3CQ9031BRC	
hp	e233 monitor		3CQ9031BRW	
hp	e233 monitor		3CQ9211DL3	
hp	e233 monitor		3CQ9221GGG	
hp	e233 monitor		3CQ9221GGY	
hp	eliltebook		bcalr103cff3t0ahyc	
HP	Elitebook 850	L3Z86UT#ABA	5CG51907X2	
HP	Elitebook 850	L3Z86UT#ABA	5CG51907XJ	
HP	Elitebook 850	L3Z86UT#ABA	5CG51907XX	
hp	Elitebook 850		5cg925b3vs	
HP	elitedesk	F4K07UT#ABA	2UA4191K2F	
hp	elitedesk	J6D86UT#ABA	2UA5161Z1P	
hp	elitedesk	J6D86UT#ABA	2UA526235T	
hp	elitedesk	G5R50UT#ABA	2UA5262M1R	
hp	elitedesk	G5R50UT#ABA	2UA5262M1W	
hp	elitedesk	G5R50UT#ABA	2UA5262M20	
hp	elitedesk	J6D79UT#ABA	2UA52719JK	
HP	elitedesk	J6D79UT#ABA	2UA52719JY	
HP	elitedesk	J6D79UT#ABA	2UA52719K6	

hp	elitedesk	J6D79UT#ABA	2UA52719K9
HP	elitedesk	J6D79UT#ABA	2UA52719KQ
hp	elitedesk	1FZ04UT#ABA	2UA726270S
HP	elitedesk	1FZ01UT#ABA	2UA73922ZJ
hp	elitedesk	4DP06UT#ABA	2UA8282BYX
hp	elitedesk	4DP06UT#ABA	2UA8282BZ8
HP	elitedesk	F4K07UT#ABA	MXL42710QG
HP	elitedesk	J6D81UT#ABA	MXL538380P
HP	elitedesk	G5R50UT#ABA	MXL5501BHY
HP	elitedesk	G5R50UT#ABA	MXL5501BJ1
HP	elitedesk	G5R50UT#ABA	MXL5501BJ3
HP	elitedesk	G5R50UT#ABA	MXL5501BJB
HP	elitedesk	G5R50UT#ABA	MXL5501BJD
hp	elitedesk	P4J99UT#ABA	MXL6111FR6
HP	elitedesk	P4J99UT#ABA	mxl6243jbn
hp	elitedesk	P4J99UT#ABA	MXL62515JY
HP	elitedesk	P4J99UT#ABA	MXL62515KV
HP	elitedesk	P4J99UT#ABA	MXL62515LZ
HP	elitedesk	P4J99UT#ABA	MXL62515MX
HP	elitedesk	P4J99UT#ABA	MXL62515NQ
HP	elitedesk	P4J99UT#ABA	MXL62515P0
hp	elitedesk	P4J99UT#ABA	MXL62515P8
hp	elitedesk	P4J99UT#ABA	MXL62515PM
hp	elitedesk	P4J99UT#ABA	MXL62515QJ
hp	elitedesk	P4J99UT#ABA	MXL62515QR
HP	elitedesk	P4J99UT#ABA	MXL62515R8
hp	elitedesk	P4J99UT#ABA	MXL62515S5
hp	elitedesk	P4J99UT#ABA	MXL62515S7
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hp	elitedesk	1FZ01UT#ABA	MXL8291TFF
hp	elitedesk	4BV83UT#ABA	MXL8292X0B
hp	elitedesk	4BV83UT#ABA	MXL8292X0K
hp	elitedesk	4BV83UT#ABA	MXL8292X1D
hp	elitedesk	4BV83UT#ABA	MXL9033CXY
hp	elitedesk	4BV83UT#ABA	MXL9033CYR
hp	elitedesk	4SX31UT#ABA	MXL9103KP5
hp	elitedesk	4SX31UT#ABA	MXL9103KPJ
HP	elitedesk	4SX31UT#ABA	MXL9103Q2Y
hp	elitedesk	4SX31UT#ABA	MXL9171RT7
hp	elitedesk	4SX31UT#ABA	MXL9171RT8
hp	elitedesk	4SX31UT#ABA	MXL9171RTF
hp	elitedesk	4DP06UT#ABA	MXL9181RRW
HP	elitedesk	4SX31UT#ABA	MXL9216MGM
hp	elitedesk	4SX31UT#ABA	MXL9216MK3
hp	elitedesk	4BB18UT#ABA	MXL9323T9B
hp	elitedesk	7LL86UT#ABA	MXL9515FNW
hp	elitedesk	G5R50UT#ABA	MXL5501BJ2

hp	envy	K7X03AV#ABA	2MD5090XTG	
HP	envy	K7X03AV#ABA	2MD5090XTJ	
hp	HP EliteBook 850 G6		5CG925B3VK	
nobillis	i364m			1231176
Lenovo	ideapad		P201M5FK	
lenovo	ideapad	320-15abr	pf15nbyx	
lenovo	ideapad		pf0qn1z6	
dell	inspiron		2dvm3f2	
dell	inspiron		bfdn3f2	
Dell	Latitude 3540		1r4dg22	
dell	latitude e5530		hc0c4x1	
dell	Latitude e5570		66wznc2	
Dell	latitude e6400 xfr		9338XL1	
Dell	Latitude E6500		2GM67J1	
Dell	Latitude E6500		3GM67J1	
cisco	meraki mx64		Q2KN-QA88-67TY	
acer	monitor		ETLNS0803221008E7E4224	
aoc	monitor		G60H2BA001812	
benq	monitor		ET18710273SL0	
dell	monitor		CN05W540466332C50I8U	
dell	monitor		CN0KU7897161877DAH65	
dell	monitor		CN0MC0406418065Q18RL	
dell	monitor		CN0PF48H641802B30BYL	
dell	monitor		CN0PF48H641802B30CAL	
dell	monitor	a03	CN0PF48H641802BH089L	
dell	monitor	A00	CN0PF48H641802BH08KL	
dell	monitor	a03	CN0PF48H641802CB1UML	
dell	monitor	a00	CN0T808R6418006M081M	
dell	monitor	A00	CN0T808R6418006M0A0M	
dell	monitor		CN0UN4927373179ID75M	
dell	monitor	A00	CN0YVG53728729BC1U7I	
dell	monitor		CN0T808R6418006M0FLM	
dell	monitor		CN0T808R6418006M0GNM	
dell	monitor		CN0CC3526418062HEXZL	
dell	monitor		CN0CC3526418062HEXNL	
dell	monitor		CN0T808R6418006M0FGM	
hp	monitor		3CQ5241KH4	
hp	monitor		3CQ5440RW7	
HP	monitor	e233	3CQ81533CK	
hp	monitor		CN45381F1F	
HP	monitor	e232	cn45381fdj	
hp	monitor		CNC503P6XN	
hp	monitor		CNC503P7LG	
HP	monitor	e233	CNC81821D9	
hp	monitor	p222v	CNK518072M	
HP	monitor	p222v	CNK60103LV	
lg	monitor		008NDHB0C297	

nec	monitor	lcd2170nx	81302798GA
samsung	monitor		MJ17H9FPB19911H
sanyp	monitor		B0110245336683
v7	monitor		na
v7	monitor		VH02N63512095
viewsonic	monitor	va703b	QAG083312544
dell	optiplex		DV7X3G1
dell	optiplex 3020		5N8Z082
dell	optiplex 3020		5N9Y082
dell	optiplex 3020		5N9Z082
dell	optiplex 3020		5NB0182
dell	optiplex 3020		B2WPF02
dell	optiplex 3020		H6WPF02
dell	optiplex 3020		HS9LR22
dell	optiplex 3020		HT80S22
dell	optiplex 3020		HV11S22
dell	optiplex 3020		5N90182
dell	optiplex 3020		19WPF02
dell	optiplex 3020		42WPF02
dell	optiplex 3040		GLH MJH2
dell	optiplex 7010		34SWQW1
dell	optiplex 7010		34SXQW1
dell	optiplex 7010		34SYQW1
dell	optiplex 7010		34TXQW1
dell	optiplex 7010		34VYQW1
dell	optiplex 7010		34VZQW1
dell	optiplex 7010		34XWQW1
dell	optiplex 7010		34XXQW1
dell	optiplex 7010		34WXQW1
dell	optiplex 780		CC9CJN1
dell	optiplex 780		GC9CJN1
dell	optiplex 780		GD9CJN1
dell	optiplex 780		3C9CJN1
dell	optiplex 780		HC9CJN1
dell	optiplex 790		7XMX4V1
dell	optiplex3020		5N2Z082
dell	optiplex3020		8BWPF02
dell	optiplex3020		D9WPF02
dell	optiplex3020		HT0LR22
dell	optiplex3040		5d9g0f2
dell	optiplex3040		j89g0f2
dell	optiplex3040		js8g0f2
dell	optiplex780		4C9CJN1
dell	optiplex780		8C9CJN1
dell	optiplex780		9C9CJN1
dell	optiplex780		FC9CJN1
dell	optiplex780		JC9CJN1

lenovo	p500		cb19727118
hp	probook		scd85202kf
hp	prodesk	L9F00UT#ABA	MXL52710TG
dell	server		3DZDMN2
hp	server	661326-S01	MXQ24604BK
hp	server	877621-001	MXQ843038C
HP	server - proliant	518174-005	MXS102008U
hp	server proliant ml110	656766-S01	2M221603TK
HP	server Proliant ML350	356005-001	USM5040071
HP	server Proliant ML350	678237-001	2M2314003C
HP	server Proliant ml350	835852-S01	2M281404D3
HP	server Proliant ml350	765820-001	2M251004X5
extreme	summit 200-24	800105-00-06	0348G-00896
d-link	switch		F3YO3E4000258
extreme	switch	800096-01-03	0247R-00390
luxul	switch		none
trendnet	switch		0014D124B9F2
extreme	x440-48p	800474-00-13	1515n-47227
extreme	x450e-48p	800307-00-01	1124G-81238
dell	xfr latitude e6400		8338xl1
lenovo	Yoga 710-14IKB		mp16e1vv
hp	z240	2TF25UT#ABA	2UA8242G8C
hp	z240	2TF25UT#ABA	2UA8242G8H
actineon			ACT-016-1217-0015
dell	monitor		CN0C2JMK74445114CEES
dell	monitor		CN0RY9797426184S613L
dell	monitor		CN0KU7897161877DAHWW3
dell	monitor		CN0FP8164663373J0YUU
dell	monitor		CN0KU7897161877DAHWW
dell	latitude 3540		b27dg22
dell	latitude e5570		72b0qc2
dell	latitude e6500		1GM67J1
dell	latitude e5570		bcbgzn2
dell	latitude e6500		GFM67J1
dell	inspiron		6d3fb82
dell	latitude e5570		h3wzn2
dell	precision		DD5DNH1
dell	latitude 3540		315dg22
dell	latitude e5570		6f35pc2
dell	latitude 3540		c45dg22
dell	latitude e6500		JFM67J1
dell	latitude 3540		49cdg22



Mustang City Council Agenda Item Report

Meeting Date: March 5, 2024

Submitted by: Ryan Connor

Submitting Department: Community Development

Item Type: Approval

Agenda Section: DISCUSSION ITEMS

Subject Title:

Initial Reading and Setting of Public Hearing on Ordinance No. 1299, an Ordinance of the City of Mustang Vacating an Easement Dedicated to the City of Mustang Located in the Southwest Quarter of Section 35, Township 11 North, Range 5 West of the I.M. Canadian County, State of Oklahoma, Within Lot 1, Block 1 of Wild Horse Canyon Commercial, 1st Plat, as More Particularly Described Below; Declaring Repealer; and Providing for Severability.

Recommendation:

Initial Reading and Setting Date for Final Approval – May 7th, 2024.

Initiator:

Ryan Conner, City Planner

Background:

The applicant, Cedar Creek Consulting on behalf of the owner, is requesting to partially vacate the North 10 ft of a 20 ft Utility Easement (U/E) within Lot 1 of Block 1 of the Wild Horse Canyon Commercial 1st Plat. This is the area near the Atwoods development along Old Sara Rd. The particular tract of land currently contains commercial offices titled the Mustang South Offices, which were built in 2022. There was a prior approved Lot Split of Tract 1 that created the parcels for Atwoods, the Mustang South Offices, and an undeveloped Tract to the NW of Atwoods. The Wild Horse Canyon Commercial 1st Plat contains a 20 ft U/E along the South property line of the Mustang South Offices property. During construction of the Mustang South Offices, the buildings were inadvertently constructed over the North half of said 20 ft U/E. The applicant failed to show said U/E during the building permit application process and City Staff did not catch the error. This application and closing of the North 10 ft of the 20 ft U/E would remove the existing buildings from the encroachment into the U/E while leaving 10 ft of U/E remaining. There is not an adjacent U/E on the property to the South, so the entire U/E for this area would be reduced to 10 ft total. The applicant has stated that two (2) utility providers they know of have facilities inside the South Half of the 20 ft U/E. Said utility providers would be given notice of this application and would be encouraged to give opinion on closing of said North half of the U/E. The City of Mustang does not have Water or Sewer infrastructure in said U/E nor does it plan to place infrastructure in said U/E. Staff recommends final consideration of this easement vacation request on the May 7th, 2024 City Council meeting where there would be more than 30 days notice to surrounding property owners and utility companies.

Financial Impact:

0

Staff Comments:

Staff recommends the initial reading to take place, with May 7th 2024 be set for final approval.

Attachments:

[Ordinance No. 1299 - Partially Vacating Utility Easement - Wild Horse Canyon Comm 1st Plat.pdf](#)

[Exhibit.pdf](#)

ORDINANCE 1299

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, PARTIALLY VACATING AN EASEMENT DEDICATED TO THE CITY OF MUSTANG AND LOCATED IN THE SOUTHWEST QUARTER OF THE SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 WEST OF THE I.M., CANADIAN COUNTY, STATE OF OKLAHOMA, WITHIN LOT 1, BLOCK 1 OF WILD HORSE CANYON COMMERCIAL, 1ST PLAT, AS MORE PARTICULARLY DESCRIBED BELOW; DECLARING REPEALER; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Wildhorse Canyon Commercial, 1st Plat, was approved by the City Council for the City of Mustang on February 2, 2021 and was filed with the County Clerk of Canadian County on February 8, 2021 and recorded in Book PL 9, Page 822 (the "Plat").

WHEREAS, the Plat dedicated to the City of Mustang a utility easement twenty (20) feet in depth that extends along the south boundary of Lot 1, Block 1, as shown in the recorded Plat.

WHEREAS, in developing Lot 1, Block 1, the owner of the property constructed buildings that encroach ten (10) feet into the dedicated 20-foot easement area, and the Owner would like to construct buildings along the remaining south boundary of Lot 1, Block 1 that will also encroach ten (10) feet in the dedicated 20-foot easement area.

WHEREAS, the owner of the property has requested that the City of Mustang enact an ordinance vacating the north ten (10) feet of the dedicated 20-foot easement area, the area to be dedicated being described by metes and bounds as follows, to wit: .

A STRIP OF LAND LOCATED IN LOT 1, BLOCK 1 OF WILD HORSE CANYON COMMERCIAL, 1ST PLAT, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 WEST OF THE I.M., CITY OF MUSTANG, CANADIAN COUNTY, OKLAHOMA ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, THENCE N 00°07'02" E ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 20.00 FEET; THENCE S 89°52'58" W AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE S 00°07'02" W AND PARALLEL WITH THE EAST LINE OF SAID LOT 1 A DISTANCE OF 10.00 FEET; THENCE S 89°52'58" W AND PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 541.82 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1243.19 FEET, CURVE LENGTH OF 10.00 FEET, CHORD BEARING OF N 00°42'48" E, AND CHORD LENGTH OF 10.00 FEET; THENCE N 89°52'58" E AND

PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 541.67 FEET TO THE POINT OF BEGINNING.

(referred to herein as the “Partial Easement”).

WHEREAS, there are currently two holders of a special right or privilege to use the 20-foot easement area who have installed facilities in the south ten (10) feet of the 20-foot easement area.

WHEREAS, the City of Mustang does not currently occupy the Partial Easement and believes it to be necessary and expedient to vacate the Partial Easement.

WHEREAS, at least 30 days prior notice has been given by the City Clerk to holders of franchises or others determined by the City Council to have a special right or privilege to use the Old Easements, and to all owners of record, as shown by the current year's tax rolls in the office of the county treasurer, abutting the Old Easements, and to owners of record of property within 300 feet of the areas covered by the Old Easements.

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

SECTION 1. ENACTMENT.

The City of Mustang, Oklahoma, hereby closes and vacates the Partial Easement more particularly described above. The City of Mustang reserves the absolute right to reopen the Partial Easement without expense to the City, and this ordinance shall not affect the right to maintain, repair, reconstruct, operate or remove utilities, public service corporations, franchise holders, or transmission company facilities or services therein, nor shall such closing affect private ways existing by operation of law.

SECTION 2. REPEALER

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

SECTION 3. SEVERABILITY.

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

[Remainder of page intentionally left blank.]

PASSED AND APPROVED this ____ day of May, 2024.

Brian Grider, Mayor

ATTEST:

Lisa Martin, City Clerk

APPROVED as to form this ____ day of May, 2024.

Jonathan E. Miller, City Attorney

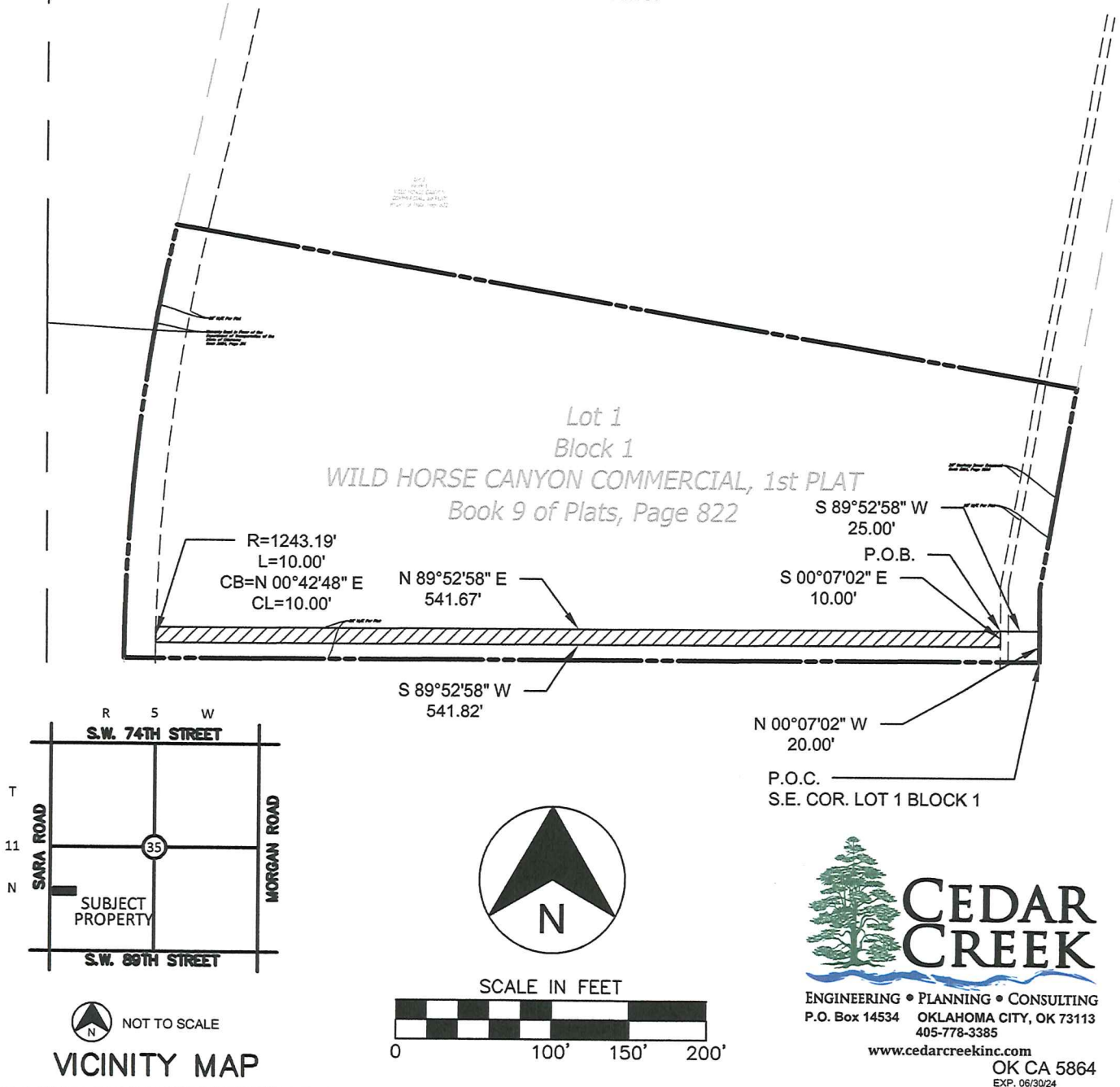
EXHIBIT 'A'

LEGAL DESCRIPTION:

A STRIP OF LAND LOCATED IN LOT 1, BLOCK 1 OF WILD HORSE CANYON COMMERCIAL, 1ST PLAT, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 WEST OF THE I.M., CITY OF MUSTANG, CANADIAN COUNTY, OKLAHOMA ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, THENCE N 00°07'02" E ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 20.00 FEET; THENCE S 89°52'58" W AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING;

THENCE S 00°07'02" W AND PARALLEL WITH THE EAST LINE OF SAID LOT 1 A DISTANCE OF 10.00 FEET; THENCE S 89°52'58" W AND PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 541.82 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1243.19 FEET, CURVE LENGTH OF 10.00 FEET, CHORD BEARING OF N 00°42'48" E, AND CHORD LENGTH OF 10.00 FEET; THENCE N 89°52'58" E AND PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 541.67 FEET TO THE POINT OF BEGINNING.





Assessed Value **\$2,765,972**
Account: 090145116
Owner: MUSTANG SOUTH PROPERTIES LLC



Selected Parcel:
Account: 090145116
Owner: MUSTANG SOUTH PROPERTIES LLC
Assessed Value **\$2,765,972**

Select Radius (ft)

500

[Download Mailing List](#)

[Download Excel](#)



Agenda Item No: H.2

Mustang City Council Agenda Item Report

Meeting Date: March 5, 2024

Submitted by: David Russell

Submitting Department: Managerial Department

Item Type: Approval

Agenda Section: DISCUSSION ITEMS

Subject Title:

*Consideration of Change Order Number 1 for the SH-152 Waterline Relocation Contract with Lone Hickory Cattle, LLC.

Recommendation:

Recommend Approval

Initiator:

David Russell

Background:

Change order #1 reflects an extension of the planned 6" waterline to facilitate construction of a looped waterline system and allow for the abandonment of a section of an old 4" asbestos cement waterline. Change order #1 results in an increase in materials resulting in a \$29,380.00 increase in project cost which is 2.8% of the original contract amount.

Financial Impact:

\$29,380

Staff Comments:

Staff recommends approval.

Attachments:

[Change Order #1 - Mustang SH152 Water Relocation \(Revised\).pdf](#)

CONTRACT CHANGE ORDER

Change Order Number:	#1	Engineer:	Cowan Group Engineering
Date:	February 21, 2024	Address:	7100 N Classen, Suite 500
Bid Number:			Oklahoma City, OK 73116
		Phone:	(405) 463-3369
Project Name:	SH 152 Water Relocation	Fax:	(405) 463-3381
Contractor:	Lonehickory Cattle, LLC	Owner (Grantor):	Mustang Improvement Authority
Address:	5433 SE 235th Rd	Address:	1501 N. Mustang Road
	Talihina, OK		Mustang, OK 73064
Phone:	918-721-2290	Phone:	(405) 376-4521
Fax:		Fax:	

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

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	AMENDED QUANTITY	COST
Base Bid Items						
5	6" PVC C-900 PIPE DR-14 (TRENCHING)	LF	\$65.00	2212.00	2549.00	\$21,905.00
6	6" PVC C-900 PIPE DR-14 (BORE)	LF	\$65.00	592.00	707.00	\$7,475.00
Net Change Order Amount						\$29,380.00
Original Contract Amount						\$1,033,033.00
Total of Previous Change Order(s)						\$0.00
Total Contract Amount To Date						\$1,062,413.00

This Change Order \$29,380.00 Contract Time by 15 Days

Justification:	Base Bid Items are additions and deductions to match field quantities.

CONTRACT CHANGE ORDER

Change Order Number: #1
Date: February 21, 2024
Bid Number:
Project Name: SH 152 Water Relocation

RECOMMENDED:

Engineer Signature

Cowan Group Engineering

Engineer

BY:

Brian Schwegal, P.E.

Printed Name

Project Manager

Title

Date

ACCEPTED:

Contractor Signature

Lonehickory Cattle, LLC

Contractor

BY:

Printed Name

Title

Date

APPROVED:

Owner Signature

Mustang Improvement Authority

Owner

BY:

Printed Name

Title

Date



Mustang City Council Agenda Item Report

Meeting Date: March 5, 2024

Submitted by: David Russell

Submitting Department: Managerial Department

Item Type: Approval

Agenda Section: DISCUSSION ITEMS

Subject Title:

Consideration of the Combined Urban Funding Agreement between City of Mustang and the Oklahoma Department of Transportation for J/P 36718(04), J3-6718(004)AG, the Mustang Multimodal Continuity Phase 1 Project.

Recommendation:

Recommend Approval

Initiator:

David Russell

Background:

This is the ODOT funding agreement for the construction of the Mustang Multimodal Phase 1 Project. This project funding was awarded through the ACOG Carbon Reduction Program grant the City applied for last year. This grant will provide \$453,400 in federal funding to supplement the City's contributing funds of \$120,524. This project will provide for the construction of 5,395 LF of sidewalk between 9 locations and provide sidewalk connectivity between the public schools within the City of Mustang's corporate limits.

Financial Impact:

\$120,524

Staff Comments:

Staff recommends approval.

Attachments:

[Mustang 36718\(04\) Combined Urban Funding Agreement - ODOT Let.pdf](#)

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

MULTIMODAL CONTINUITY PROJECT CITY OF MUSTANG

Project No.: J3-6718(004)AG

State Job No.: 36718(04)

This Agreement, made the day and year last written below, by and between the City of **Mustang**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
ACOG CARBON REDUCTION PROGRAM	04	Canadian	36718(04)	J3-6718(004)AG	PEDESTRIAN/BIKE IMPROVEMENTS	MULTIMODAL CONTINUITY PROJECT CITY OF MUSTANG

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding

participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.5 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private

installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation
Local Government Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, ACOG CARBON REDUCTION PROGRAM total estimated cost of **\$453,400**, as described below:

FUNDING SOURCE =>			ACOG CRP		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
36718(04)	Construction - (With 6% Inspection)	\$573,924	79% up to a limit of	\$453,400	Remainder	\$120,524
Total		\$573,924	Total=>	\$453,400	Total=>	\$120,524

4.2 Furthermore, the Department and the Sponsor agree that actual Funding Source costs incurred by project phases (**JP 36718(04,05,06,07)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined,

and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this agreement.
- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.

- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.

- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans, Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the

project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.

- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination

prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or

subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

SECTION 8: GOVERNING LAW AND VENUE

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for

any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

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

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this _____ of _____,
20____, and the Department on the _____ day of _____, 20____.

THE CITY OF MUSTANG

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY
OF MUSTANG

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division DATE

Director of Project Delivery DATE

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel DATE

Deputy Director DATE