

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

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION

Dave Bryan, Pastor, Chisholm Heights Baptist Church

C. ROLL CALL

D. CONSENT AGENDA

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

1. Approval of **04/19/16** City Council Minutes

E. PRESENTATION AND RECOGNITION

1. Presentation of Plaque and Recognition of Outgoing Councilmember Kathleen Moon Staples, Ward II

F. OATH OF OFFICE

1. Oath of Office for Ward II Councilmember Joshua Leete and Ward IV Councilmember Terry Jones

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

2. Election of **Vice-Mayor**

G. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

H. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

J. CONSENT AGENDA

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

- *1. Claims List for **FY '16**
- *2. Approval to Turn **Past Due Utility Accounts** over to Collection Agency.
- *3. Approval of Contract and Bonds for Project labeled Raw Water Transmission Lines.

K. INFORMATION/REPORTS

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

L. DISCUSSION ITEMS

- 1. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 16-038**, a Resolution of the City Council of the City of Mustang, Oklahoma, Authorizing the City Manager or his Designee to Grant a Revocable Permit to an Owner or Occupant of Property within the City Limits of the City of Mustang for the Erection, Construction and Maintenance of a Non-Permanent Improvement Over, Under or on a Portion of Public Way or Easement Upon Certain Conditions, Authorizing the City Manager or His Designee to Execute Such Revocable Permits in the Form Approved by the City Council and Providing for Appeal.
- 2. **Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1138**, an Ordinance of the City of Mustang, Oklahoma, Amending the Municipal Code by (1) Amending Chapter 106, Section 106-300 to Add Language Prohibiting Private Improvements in Easements Located in Rear Yards Unless a Revocable Permit is Obtained; Amending Define Terms; (2) Amending Chapter 122, Sections 122-265(2), 122-295(2), 122-325(2), 122-355(2), 122-385(2), 122-415(3) and 122-445(2) to Add Language Prohibiting Private Improvements in Easements Located in Rear Yards unless a Revocable Permit is Obtained; and (3) Amending Chapter 42, Section 42-106(h), to Establish an Application Fee for a Revocable Permit; Declaring Repealer; Providing for Severability; and Declaring an Emergency.

M. CITY ATTORNEY'S REPORT

None.

N. ADJOURNMENT

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

MUSTANG CITY COUNCIL
APRIL 19, 2016

The Mustang City Council met in regular session on Tuesday, April 19, 2016, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Friday, April 15, 2016, at 2:15 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE/INVOCATION (Bob Gregg, Minister Emeritus, Lakehoma Church of Christ)

Pastor Gregg led the assembly in the Pledge and Invocation. He stated he was the Interim Pastor as the Church was in the process of hiring a new Pastor. He stated everything was going great and the Church was growing stating they earned over \$44,000 on Mission Sunday.

C. ROLL CALL

Councilmembers Present:	Riley
	Staples
	Grider
	Jones
	Hagan
	Schweinberg
	Adams

Councilmembers Absent: **None**

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

Mayor Adams welcomed Ward 2 Councilmember Elect Josh Leete as well as Mac and Del McKenna, parents of **City Manager Rooney**.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

1. Approval of **04/05/16** City Council Minutes.
- *2. Claims List for **FY'16**
3. Approval to **Turn Past Due Library Accounts** over to the Collection Agency.

MOTION was made by **Councilman Grider**, seconded by **Councilman Schweinberg**, to approve Items F-1 thru F-3 of the Consent Agenda.

AYE: Riley, Staples, Grider, Jones, Hagan, Schweinberg, Adams

NAY: None

G. INFORMATION/REPORTS

1. City Manager

City Manager Rooney did not have anything to report in addition to the City Manager report included in the packets.

a. Presentation to Fire Chief Hickman

Oklahoma Fire Chiefs Executive Director and El Reno, OK Fire Chief, Kent Lagaly, presented the "2016 J. Ray Pence Chief Officer Leadership Award" to **Mustang Fire Chief Carl Hickman** for his outstanding service and leadership. He stated the award is not given each year and is only given when there is a deserving individual. He read the letter nominating **Chief Hickman** and provided background regarding the award as well as read the Resolution provided by Governor Mary Fallin.

Chief Hickman thanked Chief Lagaly stating none of it could be possible without his Staff, Council, City leadership, and family stating he was fortunate to have such a great support group

2. City Council

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

Councilman Riley congratulated Chief Hickman and stated the Friends of the Mustang Animal Shelter were holding a fundraiser this evening until 8:00 at Freddy's in Mustang.

Councilwoman Staples congratulated Chief Hickman stating the City was lucky to have two wonderful Chiefs.

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

Councilman Jones also congratulated Chief Hickman as well as reminded everyone to remember the Federal Building bombing victims on April 19, 1995.

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

Councilman Schweinberg congratulated Chief Hickman.

Mayor Adams also congratulated Chief Hickman as well as reminded everyone to never forget April 19, 1995.

H. DISCUSSION ITEMS

None.

J. CITY ATTORNEY'S REPORT

1. **Discussion, Consideration and Possible Action** regarding In re Municipal Derivatives Litigation, United States District Court, Southern District of New York; and Proposed Executive Session as authorized by 25 Okla. Stat. §307(B)(4).

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

AYE: Riley, Staples, Grider, Jones, Hagan, Schweinberg, Adams
NAY: None

TIME ADJOURNED to Executive Session: **7:14 p.m.**

MAYOR ADAMS called the meeting back in session.

AYE: Riley, Staples, Grider, Jones, Hagan, Schweinberg, Adams
NAY: None

Meeting was called back in session at **7:18 p.m.**

In reference to Item J-1 –

MOTION was made by **Mayor Adams**, seconded by **Councilman Schweinberg** to authorize action as discussed.

AYE: Riley, Staples, Grider, Jones, Hagan, Schweinberg, Adams
NAY: None

MUSTANG CITY COUNCIL

APRIL 19, 2016

PAGE 4

K. ADJOURNMENT

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

AYE: Riley, Staples, Grider, Jones, Hagan, Schweinberg, Adams

NAY: None

The meeting was adjourned at **7:18 p.m.**

Jay Adams, Mayor

Attest:

Lisa Martin, City Clerk

OATH OF OFFICE

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

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

JOSHUA LEETE

SUBSCRIBED AND SWORN to before me this 3rd day of May 2016.



STEVE HUDDLESTON
MUNICIPAL JUDGE

OATH OF OFFICE

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

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

TERRY JONES

SUBSCRIBED AND SWORN to before me this 3rd day of May 2016.



STEVE HUDDLESTON
MUNICIPAL JUDGE

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. F-2
2. MEETING DATE: May 3, 2016
3. TITLE: Election of Vice Mayor
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Timothy Rooney, City Manager
6. BACKGROUND:

Section 2-2 of the City Charter states that the Council shall elect a Vice Mayor from its membership at the first meeting after the time prescribed for the beginning of the terms of the newly elected Councilmembers or as soon thereafter as practicable. The Vice Mayor shall serve until the next such meeting.
7. FINANCIAL IMPACT: None
8. STAFF COMMENTS: None
9. STAFF SOURCE: Timothy Rooney, City Manager
10. RESOLUTION / ORDINANCE NO. None

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 MAYOR AND COUNCIL						
16-0003	01-H0045	RALPH STEVEN HUDDLESTON	COURT APPEARANCES	5/2016	201604252985	1,600.00
16-1719	01-M0115	MTM RECOGNITION CORPORATION	OUTGOING PLAQUE/COUNCIL	4/2016	5829094	115.69
16-0016	01-W0001	WHEATLEY, SEGLER, OSBY & MIMON	MONTHLY RETAINER FEES	4/2016	201604263001	2,284.75
16-1749	01-Y0040	YUKON TROPHY & AWARDS INC	NAME PLATE FOR COUNCIL	4/2016	416269	10.65
DEPARTMENT TOTAL:						4,011.09
DEPARTMENT: 11 CITY MANAGER						
16-1803	01-D1082	DELTA DENTAL PLAN OF OKLAHOMA	RETIREE INSURANCE	5/2016	201604273008	231.84
16-1758	01-M0180	MUSTANG CHAMBER OF COMMERCE	AWARDS BANQUET & AUCTION	4/2016	11900	1,500.00
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2016	201604252988	100.00
16-1804	01-U0220	USAVISION, INC	RETIREE INSURANCE	5/2016	201604273009	39.00
16-1723	01-V0007	VICKERS PHOTOGRAPHY, INC.	REFRAMED PHOTOS, CD	4/2016	201604253000	150.00
DEPARTMENT TOTAL:						2,020.84
DEPARTMENT: 12 LIBRARY						
16-0094	01-B1023	BTAC ACQUISITION CORP.	BOOKS FOR COLLECTION	4/2016	5014071587	21.36
16-1235	01-B1023	BTAC ACQUISITION CORP.	BOOKS FOR COLLECTION	4/2016	5014071586	27.45
16-1577	01-B1023	BTAC ACQUISITION CORP.	BOOKS FOR COLLECTION	4/2016	5014071591	46.28
16-1351	01-M0263	MIDWEST TAPE, LLC	NON-PRINT ITEMS FOR COLLE	4/2016	93878624	87.88
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2016	201604252988	17.00
DEPARTMENT TOTAL:						199.97
DEPARTMENT: 13 PARKS AND RECREATION						
16-0007	01-A0114	PHIL & HELEN SCHUMINSKY MUS	STORAGE SERVICES	4/2016	201604273007	87.00
16-0937	01-B0160	VARSITY BRANDS HOLDING CO.,	BASKETBALLS, BALL CAGE	4/2016	97826528	33.12
16-0588	01-B1019	BEN E. KEITH COMPANY	DRINKS FOR SENIOR CENTER	4/2016	63090893	59.86
16-1307	01-B1019	BEN E. KEITH COMPANY	ASP SNACKS & CUPS	4/2016	63091981	345.34
16-0566	01-C0267	CCR&R-CDSA	TRAINING FOR ASP	4/2016	201604252993	50.00
16-1438	01-E0026	EARLY CHILDHOOD ASSOCIATION	TRAINING FOR ASP/STAFF	4/2016	5135788	308.00
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2016	201604252988	225.00
16-1224	01-S0328	SPRINT SOLUTIONS, INC	ASP CELL PHONE	4/2016	597274785-096	155.70
16-1594	01-W0020	WALMART COMMUNITY BRC	BIKE & LARGE PRIZE - EAST	4/2016	201604273002	746.30
DEPARTMENT TOTAL:						2,010.32

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15 GENERAL GOVERNMENT						
16-0007	01-A0114	PHIL & HELEN SCHUMINSKY	MUSSTORAGE SERVICES	4/2016	201604273007	36.00
16-0315	01-C0278	COX COMMUNICATIONS, INC.	TELEPHONE/INTERNET	4/2016	201604252992	6,560.99
16-1802	01-D1051	DEAN ACTUARIES, LLC	GASB 45 ACTUARIAL VALUATI	4/2016	161699	2,150.00
16-0010	01-I0015	TYLER TECHNOLOGIES, INC	WEBSITE FEES, U.B., COURT	4/2016	025-154335	250.00
16-0004	01-K0127	KG HOLDINGS	INCENTIVE PAY	5/2016	201604252986	4,833.33
16-1591	01-S0093	SMART TECHNOLOGIES INC	MEMORY FOR SERVER	4/2016	716900	593.88
16-0026	01-S0330	STREETS LLC	MECHANICAL CONTHVAC MAINTENANCE	4/2016	741	3,269.25
16-1207	01-S1002	STERLING J. BEECROFT, LLC	BALLASTS & LIGHTS	4/2016	4488	178.00
DEPARTMENT TOTAL:						17,871.45
DEPARTMENT: 18 TOWN CENTER						
16-1737	01-03180	CENTRAL GLASS AND MIRROR,	IWINDOW REPAIR	4/2016	98114	297.54
16-1249	01-A0110	ALL SEASON BUILDING SUPPLY,	TOOLS & SUPPLIES	4/2016	63719	46.49
16-1738	01-B0243	ARISTA CONSTRUCTION GROUP	BOARDING UP WINDOW	4/2016	12-10584	272.00
16-0767	01-L0052	LOCKE SUPPLY CO	LIGHTS BULBS & BALLASTS	4/2016	28375441-00	233.78
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2016	201604252988	42.00
16-1207	01-S1002	STERLING J. BEECROFT, LLC	BALLASTS & LIGHTS	4/2016	3199-	69.00
16-1742	01-S1002	STERLING J. BEECROFT, LLC	DIAGNOSE & REPAIR LIGHTS	4/2016	3199	400.00
16-1250	01-S1165	INTERLINE BRANDS, INC	CLEANING SUPPLIES	4/2016	364199554	996.64
DEPARTMENT TOTAL:						2,357.45
DEPARTMENT: 19 BALL COMPLEX						
16-1290	01-A0110	ALL SEASON BUILDING SUPPLY,	SUPPLIES FOR COMPLEX	4/2016	58314	225.05
16-0831	01-B1019	BEN E. KEITH COMPANY	FOOD & SUPPLIES FOR CONCE	4/2016	63090893-	225.57
16-1677	01-B1019	BEN E. KEITH COMPANY	SUPPLIES FOR CONCESSIONS	4/2016	63087616	1,985.88
16-1645	01-F0078	DAIOHS USA, INC	COFFEE SUPPLIES	4/2016	838996	225.55
16-1678	01-I1119	STEPHEN WHOLESALE CO, INC.	SUPPLIES FOR CONCESSIONS	4/2016	6487624	1,342.21
16-1343	01-L0052	LOCKE SUPPLY CO	BOXES & ZIP TIES	4/2016	27789842-00	1,101.66
16-0780	01-P0144	BOTTLING GROUP, LLC	FOUNTAIN DRINKS FOR CONCE	4/2016	30095307	1,238.05
16-1644	01-P0144	BOTTLING GROUP, LLC	FOUNTAIN SUPPLIES	4/2016	34192507	1,446.14
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2016	201604252988	83.00
16-0832	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	4/2016	364813667	359.33
16-1800	01-T0053	TIMOTHY N. TRAYLOR	SCHEDULING REFS FOR LEAGU	4/2016	201604273004	90.00
DEPARTMENT TOTAL:						8,322.44

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20		AQUATICS				
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2016	201604252988	33.00
DEPARTMENT TOTAL:						33.00
DEPARTMENT: 21		FINANCE				
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2016	201604252988	83.00
16-1607	01-S0093	SMART TECHNOLOGIES INC	GOV'T SQL	4/2016	716903	3,760.86
DEPARTMENT TOTAL:						3,843.86
DEPARTMENT: 31		COMMUNITY DEVELOPMENT				
16-1008	01-C0020	CANADIAN COUNTY CLERK	FILING FEES FOR ABATEMENT	4/2016	R451799	13.00
16-1514	01-M0001	MUSTANG NEWS CORPORATION	PUBLICATION OF LEGAL FEES	4/2016	2118	353.25
16-0117	01-M0286	JIMANI VENTURES, INC	OIL CHANGES	4/2016	242461	25.99
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2016	201604252988	125.00
16-1779	01-Y0040	YUKON TROPHY & AWARDS INC	NAME PLATES FOR BOARD MEM	4/2016	416314	13.00
DEPARTMENT TOTAL:						530.24
DEPARTMENT: 41		POLICE				
16-1739	01-C0232	SCHOENBERGER, MICHAEL J.	SAFARILAND HANDCUFF CASES	4/2016	20160530	60.78
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2016	201604252988	1,163.00
16-1722	01-S0266	SOUTHERN TIRE MART	TIRE ORDER	4/2016	47177411	3,422.52
16-0168	01-S0330	STREETS LLC MECHANICAL CONTHEAT & AIR MAINTENANCE		4/2016	S43-43B-416	5,130.00
16-0184	01-W0020	WALMART COMMUNITY BRC	SUPPLIES, MAINTENANCE, EQ	4/2016	201604252980	229.44
16-1717	01-Y0040	YUKON TROPHY & AWARDS INC	DOOR GRAPHICS	4/2016	416217	220.00
DEPARTMENT TOTAL:						10,225.74
DEPARTMENT: 42		ANIMAL CONTROL				
16-1700	01-C0232	SCHOENBERGER, MICHAEL J.	UNIFORMS FOR ACO CANNON	4/2016	20160555	279.69
16-1325	01-L0096	WILLIAM A AND LAURA L RIDLELAUNDRY SERVICE		4/2016	7999	58.22
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2016	201604252988	4.00
DEPARTMENT TOTAL:						341.91

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 51 FIRE						
16-1107	01-C1118	GLOBAL BUSINESS, INC.	CLEANING OF UNIFORMS	4/2016	L99936	4.00
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2016	201604252988	1,250.00
16-1326	01-T1120	TASK FORCE 1, INC	MASS CASUALTY TRAINING	4/2016	1955	1,495.00
16-1489	01-W0020	WALMART COMMUNITY BRC	MISC. CHARGES	4/2016	201604252979	47.62
DEPARTMENT TOTAL:						2,796.62
DEPARTMENT: 61 STREETS						
16-1763	01-00055	OG&E COMPANY	ELECTRIC SERVICE	4/2016	201604252997	104.77
DEPARTMENT TOTAL:						104.77
FUND TOTAL:						54,669.70

4/27/2016 4:37 PM

PURCHASE ORDER CLAIM REGISTER

PAGE: 5

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
16-1637	01-T0101	THOR GUARD, INC.	OUTDOOR LIGHTNING DETECT	4/2016	42612	12,551.35
DEPARTMENT TOTAL:						12,551.35
FUND TOTAL:						12,551.35

FUND: 07 - LIBRARY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
16-1715	01-B0261	AMY BRANDLEY	SMART PHONE/TABLET CLASS	4/2016	201604252990	300.00
16-1341	01-B1023	BTAC ACQUISITION CORP.	BOOKS FOR COLLECTION	4/2016	5014071590	10.09
16-1712	01-G0130	GRAFTEC COMMUNICATIONS, INC	CHILDRENS CALENDARS, BOOK	4/2016	23690	867.36
16-1592	01-R0144	RECORDED BOOKS, LLC	AUDIOS FOR COLLECTIONS	4/2016	75322795	3,750.00
DEPARTMENT TOTAL:						4,927.45
FUND TOTAL:						4,927.45

4/27/2016 4:37 PM

PURCHASE ORDER CLAIM REGISTER

PAGE: 7

FUND: 12 - 2012 GO BOND-TOWN CENTER

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		ADMINISTRATION				
16-1130	01-D0059	DELL	DELL STANDS FOR MONITORS	4/2016	xjwc3r324	613.20
DEPARTMENT TOTAL:						613.20
FUND TOTAL:						613.20

4/27/2016 4:37 PM

PURCHASE ORDER CLAIM REGISTER

PAGE: 8

FUND: 14 - STREET/DRAINAGE IMP

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
16-0846	01-S0019	SCAPES, INC.	TREES & INSTALLATION	4/2016	25164	11,967.19
DEPARTMENT TOTAL:						11,967.19
FUND TOTAL:						11,967.19

FUND: 27 - DEBT SERVICE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08		G O BONDS				
16-0032	01-B0042	BANK OF OKLAHOMA	2012 GO BONDS	5/2016	MUSTANGGOB12	284,760.00
DEPARTMENT TOTAL:						284,760.00
FUND TOTAL:						284,760.00

4/27/2016 4:37 PM

PURCHASE ORDER CLAIM REGISTER

PAGE: 10

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
16-1726	01-J0040	JGVE, INC.	ENGINEERING SERVICES	4/2016	16042102	4,865.00
DEPARTMENT TOTAL:						4,865.00
DEPARTMENT: 41 POLICE						
16-1454	01-R0147	RCB BANK	NEW VEHICLE LEASE PURCHAS	5/2016	201604252999	42,390.56
DEPARTMENT TOTAL:						42,390.56
DEPARTMENT: 51 FIRE						
16-0796	01-C0010	CKENERGY ELECTRIC COOPERAT	IPOLIES FOR STORM SIRENS	4/2016	201604252991	2,411.75
DEPARTMENT TOTAL:						2,411.75
FUND TOTAL:						49,667.31

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
16-1768	01-M0287	MCMC LLC	WORKERS COMP CLAIM	4/2016	201604252981	14.02
16-1798	01-M0299	B3W LLC	BLOOD TESTS	4/2016	201604273003	8.00
16-1767	01-T024	THE PHYSICIANS GROUP, LLC	WORKERS COMP CLAIM	4/2016	201604252982	161.34
DEPARTMENT TOTAL:						183.36
FUND TOTAL:						183.36

April 2016 VISA

<u>DEPT</u>		
511	CITY MANAGER	\$ 300.00
512	LIBRARY	\$ 1,500.00
513	PARKS & RECREATION	\$ 6,500.00
515	GENERAL GOVERNMENT	\$ 3,200.00
518	TOWN CENTER	\$ 3,000.00
521	FINANCE	\$ 500.00
531	COMM. DEV.	\$ 1,000.00
541	POLICE	\$ 3,500.00
551	FIRE	\$ 1,000.00
TOTAL		\$ 20,500.00

April 2016 PAYROLL

<u>DEPT</u>		
511	CITY MANAGER	\$ 29,968.36
512	LIBRARY	\$ 31,744.98
513	PARKS & RECREATION	\$ 69,028.46
518	TOWN CENTER	\$ 5,495.82
519	BALL COMPLEX	\$ 23,991.76
520	AQUATICS	\$ 2,986.28
521	FINANCE	\$ 42,869.05
531	COMMUNITY DEVELOPMENT	\$ 37,048.70
541	POLICE	\$ 214,907.06
542	ANIMAL CONTROL	\$ 4,605.52
543	OHSO GRANT	\$ 1,608.06
551	FIRE	\$ 139,692.59
TOTAL		\$ 603,946.64

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO.** J-2
2. **DATE:** May 3, 2016
3. **TITLE:** Approval to turn past due utility accounts over to the collection agency
4. **COUNCIL ACTION:** Approve or Deny
5. **INITIATOR:** Janet Watts, Finance Director
6. **BACKGROUND:** The attached utility accounts are past due and need to be sent to collections. Total balance is \$3,596.56 excluding collection agency fees.
7. **STAFF SOURCE:** Janet Watts, Finance Director
8. **FINANCIAL IMPACT:** Bad debt write-off of \$3,596.56
9. **STAFF COMMENTS:** Recommends turning accounts over to collections.
10. **CITY ATTORNEY'S COMMENTS:**
11. **RESOLUTION/ORDINANCE NO.** N/A

5/3/2016

ACCOUNT NUMBER	NAME	SERVICE ADDRESS	MAILING ADDRESS	BALANCE	AGENCY FEE	TOTAL FEE
17-0134-03	ADAMS, MICHAEL & BETHANY	810 E ELDER LN	810 E ELDER LN	\$ 276.43		
START DATE:		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
09-0188-07	CADENA, MARTHA	664 W FORSTER DR	664 W FORSTER DR	\$ 335.67		
START DATE:	AHMAD, GABBAR	MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
07-0027-05	CARPENTER, SHANE	733 W SHEPHERD DR	733 W SHEPHERD DR	\$ 175.01		
START DATE:		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
06-01388-09	CLAY, TABITHA	1041 W GLADYS WAY	749 MAIN ST	\$ 60.49		
START DATE:	HAMMER, JASON	MUSTANG, OK 73064	MOORE, OK 73160			
FINAL DATE:						
13-0413-03	COLLIER, GAB	333 W CROOKED BRANCH WAY	401 W ELM	\$ 152.82		
START DATE:	MARSHALL, MINDY	MUSTANG, OK 73064	TUTTLE, OK 73089			
FINAL DATE:						
04-0100-10	COOPER, SARAH	705 N ROBIN WAY	705 N ROBIN WAY	\$ 144.98		
START DATE:		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
06-0377-04	COX, HEATHER	217 N SHANNON WAY	5546 MEADOWVIEW CT	\$ 147.50		
START DATE:		MUSTANG, OK 73064	WICHITA, KS 67216			
FINAL DATE:						
22-0668-05	DARLING, RICKEY	324 E RALEIGH TERR	324 E RALEIGH TERR	\$ 374.92		
START DATE:		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
09-0203-08	FINLEY, JENNIFER	717 W PERRY DR	172422 N 2750 RD	\$ 161.54		
START DATE:		MUSTANG, OK 73064	DUNCAN, OK 73533			
FINAL DATE:						
17-0030-04	GIVENS, LYNDA	512 S BROOKVIEW LN	512 S BROOKVIEW LN	\$ 135.52		
START DATE:		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
13-0039-05	HERNANDEZ, KAYLA	435 W CHANTILLY WAY	435 W CHANTILLY WAY	\$ 325.20		
START DATE:		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
05-0222-17	KORSTJENS, WINNIE	1176 W WESTCHESTER WAY	1176 W WESTCHESTER WAY	\$ 253.23		
START DATE:		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
15-0056-02	MARTINEZ, RICARDO	738 S GLEN LN	11625 S PEEBLY RD	\$ 28.56		
START DATE:		MUSTANG, OK 73064	NEWALLA, OK 74857-7886			
FINAL DATE:						
13-0161-06	MARTINEZ, SHEREE & MARK	417 W MAPLE BRANCH WAY	10300 S WESTERN #108	\$ 404.18		
START DATE:		MUSTANG, OK 73064	OKC, OK 73139			
FINAL DATE:						
05-0618-03	PANCOAST, STEVEN & TANYA	824 W PRAIRIE WAY	3708 WINDRUN PL	\$ 83.32		
START DATE:		MUSTANG, OK 73064	OKC, OK 73179			
FINAL DATE:						
23-0840-06	SCOTT, SUNNY & MIKE	535 W GERONIMO COURT WAY	535 W GERONIMO COURT WAY	\$ 177.16		
START DATE:		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
24-0054-00	SHEPHERD & SONS	1401 E ANGEL FIRE TERR	PO BOX 939	\$ 38.47		
START DATE:		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
06-0194-03	SHROLL, CATHERINE	1009 W KYLE WAY	1009 W KYLE WAY	\$ 47.05		
START DATE:		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
09-0105-01	TOMS, RACHEL & JOHN	1138 S HIGHLAND DR	263 POLLEY RD	\$ 91.52		
START DATE:		MUSTANG, OK 73064	WINCHESTER, OH 45697			
FINAL DATE:						
17-0148-07	VILLALOBOS, ADRIANN	503 S POINTE LN	2136 NW 33RD ST	\$ 110.79		
START DATE:	SERRANO, MONICA	MUSTANG, OK 73064	OKC, OK 73112			
FINAL DATE:						
07-0066-17	WAGNER, BRANDI	719 W FOREST DR	719 W FOREST DR	\$ 72.20		
START DATE:		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						

ACCOUNTS: 21

TOTALS: \$ 3,596.56 \$ 1,258.80 \$ 4,855.36

CITY OF MUSTANG
AGENDA COMMENTARY

1. **ITEM:** J-2
2. **MEETING DATE:** May 3, 2016
3. **TITLE:** Contract and bonds approval for project labeled raw water transmission lines
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Justin Battles, Assistant City Manager
6. **BACKGROUND:** The City of Mustang and Cowan Group Engineering put out specifications for replacement of just over 2.5 miles of raw water transmission lines that service the well field. The low bidder was awarded the project at the April 5 council meeting.

Contractor:	Base Bid:	Add. Alt 1-3	Total
SMC Utility Construction	\$525,223.00	\$352,143.50	\$877,366.50

7. **FINANCIAL IMPACT:** \$877,366.50
8. **STAFF'S COMMENTS:** Staff recommends acceptance of contract and bonds for SMC Utility Construction.
9. **STAFF SOURCE:** Justin Battles, Assistant City Manager

CONTRACT AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this 3rd day of May, 2016 by and between the Mustang Improvement Authority, Mustang, Oklahoma, party of the first part, hereinafter termed "Owner", and SMC Utility Construction, party of the second part, hereinafter termed "Contractor".

WITNESSETH:

WHEREAS, the Owner has caused to be prepared, in accordance with law, certain specifications, plans, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents and has received sealed proposals for furnishing materials, labor, and equipment for either of the indicated works.

This project consists of furnishing all required materials, supplies, equipment, tools, and plant to perform all necessary labor for the construction of Mustang Water Transmission Line Improvements.

The work shall be done in accordance with plans and specifications on file in the City Engineer's Office as outlined and set out in the bidding documents and in accordance with the terms, specifications, plans, and provisions of said Contract; and,

WHEREAS, Contractor, in response to request for bids, has submitted to the Mustang Improvement Authority in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the Mustang Improvement Authority, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above named Contractor to be the lowest responsible bidder on the above described project, and has duly awarded this Contract to said Contractor, for the sum named in the proposal to-wit:

Eight hundred seventy-seven thousand three hundred sixty-six dollars and fifty cents (\$877,366.50)

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

(1) That the Contractor hereby agrees to furnish all tools, equipment, materials, and labor, and to build and complete the above described project in accordance with the specifications therefore on file in the office of the City Clerk of Mustang, Oklahoma.

(2) That the Owner shall pay the Contractor for the work performed, as follows:

- a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
- b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities.
- c. At the end of each month the Engineer will make written estimates of the materials in place and accepted, and the amount of work performed in accordance with the contract

during the current period of time between estimates and the value thereof computed at the contract unit prices. Payment to the Contractor shall be in the amount of the estimate minus the retainage as permitted by law.

- d. Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.
- e. And that the Contractor's bid is hereby made a part of this Agreement.

(3) That the Mustang Improvement Authority reserves the right to add to or subtract from the estimated quantities or amount of work to be performed. The work to be performed or deducted shall be at the unit price bid.

(4) That the Contractor will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written work directive change; and that in the event any additions are provided by the Contractor without such authorization, the Contractor shall not be entitled to any compensation therefor whatsoever.

(5) That if any additional work is performed or additional materials provided by the Contractor upon authorization by the Owner, the Contractor shall be compensated therefore at the unit price bid and as agreed to by both parties in the execution of the Change Order.

(6) That the Contractor shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the Owner through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the Contractor shall replace the work and materials without compensation therefore by the Owner.

(7) The Contractor shall complete the work in accordance with the terms of this Agreement within a period of time not to exceed **180 calendar days** following the issuance by the City Engineer of a Work Order authorizing the Contractor to commence work on the project.

(8) The Contractor shall furnish bonds and certificate of insurance as specified in the "Instructions to Bidders" and/or the "General Provisions", which must be approved by the Owner prior to issuance of the Work Order and commencement of the work on the project.

(9) On completion of the work, but prior to the acceptance thereof by the Mustang Improvement Authority, it shall be the duty of the City Engineer or other appropriate person to determine that said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determination said official shall make his final certificate to the Mustang Improvement Authority.

(10) Liquidated damages shall be paid by the Contractor at the rate of **\$500** per each and every **calendar** day required by him to complete the contract in excess of the contract time.

(11) **APPROXIMATE QUANTITIES** on all items which bids are to be received on a unit price basis; the quantities stated in the bid will not be used in establishing final payment due the contractor. The quantities stated, on which unit prices are invited, are approximate only and each bidder shall make his own estimate from the contract drawings of the quantities required on each item and calculate his

unit price bid for each item accordingly. Bids will be compared on the basis of number of units stated in the bidding schedule. Payment on the contract or unit price items will be based on the actual number of units installed in the completed work. No increases or decreases in the approximate quantities shall exceed twenty (20%) percent without approval of the City Engineer.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four duplicate originals, the day and year first above written.

"OWNER"

MUSTANG IMPROVEMENT AUTHORITY

By: _____

ATTEST

City Clerk

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

CITY ATTORNEY

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

"CONTRACTOR"

If an Individual: (signature) _____

doing business as: _____

If a Partnership: (signature) _____

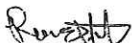
By (Printed Name and Title): _____

Names of other partners: _____

If a Corporation: (signature) 

By (Printed Name and Title): Jerry Day - President

ATTEST:


Secretary

(CORPORATE SEAL)

Business Address of Contractor

SMC Utility Construction

8405 SW 15th Street

Oklahoma City, OK 73128

PERFORMANCE BOND

Bond No. 1015709

KNOW ALL MEN BY THESE PRESENTS:

That SMC Utility Construction, as Principal, and Mid-Continent Casualty Company,

a Corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of Mustang in the penal sum of eight hundred seventy-seven thousand three hundred sixty-six dollars and fifty cents (\$877,366.50) in lawful money of the United States of America, such sum being equal to the contract price for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this 19th day of April, 20 16.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with MUSTANG IMPROVEMENT AUTHORITY, dated May 3, 20 16, for:

Mustang Water Transmission Line Improvements

all in compliance with the specifications therefore, made a part of said Contract and on file in the office of the City Hall, Mustang, Oklahoma.

NOW, THEREFORE, if said Principal shall, in all particulars, will truly and faithfully perform and abide by said Contract and each and every covenant, condition, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said Mustang Improvement Authority from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents, servants, or employees, and if said Principal shall protect and save Mustang Improvement Authority harmless from all suits and claims in infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

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

ATTEST:

Revised

Surety:

Mid-Continent Casualty Company

By:

Denise A. Iverson

Denise A. Iverson
Attorney-in-Fact

PRINCIPAL:

SMC Utility Construction

BY:

[Signature]

Address of Surety or Agent:

PO Box 1409

Tulsa, OK 74101

Telephone No. 800-722-4994

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

CITY ATTORNEY

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

ATTEST:

CITY CLERK

MAYOR

STATUTORY BOND

Bond No. 1015709

KNOW ALL MEN BY THESE PRESENTS:

That we, SMC Utility Construction, as Principal, and Mid-Continent Casualty Company, as Surety, authorized and, where required, licensed to transaction business in the State of Oklahoma, are held and firmly bound unto THE STATE OF OKLAHOMA, in the sum of eight hundred seventy-seven thousand three hundred sixty-six dollars and fifty cents (\$877,366.50), in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%) of the contract price for the payment of which, well and truly to be made, we, and each of us, on behalf of ourselves and our heirs, executors, administrators, trustees, successors and assigns, jointly and severally, firmly by these presents:

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the City of Mustang, State of Oklahoma, dated May 3, 2016, for Mustang Water Transmission Line Improvements (the "Contract"), for the erection and construction of said work and/or improvement, all in compliance with the plans and specifications therefore, made a part of said Contract and on file at the office of the City Clerk, City of Mustang, 1501 North Mustang Road, Mustang, Oklahoma 73064;

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

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

[Remainder of page intentionally left blank.]

Dated this ____ day of _____, 20____.

ATTEST:

R. E. K. L.
Secretary

PRINCIPAL SMC Utility Construction

By [Signature]
Its President

SURETY

Mid-Continent Casualty Company

ATTEST:

[Signature]
Secretary

By Denise A. Iverson
It's Attorney-in-fact Denise A. Iverson

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

MAYOR

ATTEST:

City Clerk

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

Municipal Counselor

WATER AND SEWER MAINTENANCE BOND

Bond No. 1015709

KNOW ALL MEN BY THESE PRESENTS:

That we, SMC Utility Construction, as Principal, and Mid-Continent Casualty Company as surety, are held and firmly bound unto the CITY OF MUSTANG, a Municipal Corporation, and City of the first class, or the State of Oklahoma, in the full and just sum of ninety hundred sixty five thousand one hundred three dollars and fifteen cents (\$965,103.15), such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 19th day of April, 2016. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: Mustang Water Transmission Line Improvements all in compliance with the plans and specifications therefore, made a part of said contract and on file at the City Of Mustang and to maintain the said improvement in the amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

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

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

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

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

Attest:

DePruitt

Witness:

DePruitt

SMC Utility Construction

Principal

By: Mg

Mid-Continent Casualty Company

Surety

By: Denise A. Iverson

Attorney-in-Fact

Denise A. Iverson

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

City Attorney

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

Attest:

Mayor

City Clerk

MID-CONTINENT CASUALTY COMPANY

1437 SOUTH BOULDER, SUITE 200 • TULSA, OKLAHOMA 74119 • 918-587-7221 • FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the MID-CONTINENT CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. Dale A. Gebauer, Denise A. Iverson, Matthew J. Miller, Sean R. Miller, D. C. Pruett and Ben J. Williams, all of OVERLAND PARK, KS

IN WITNESS WHEREOF, the MID-CONTINENT CASUALTY COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 07 day of March, 2016



ATTEST:

SHARON HACKL

Secretary

MID-CONTINENT CASUALTY COMPANY

TODD BAZATA

VICE PRESIDENT

On this 07 day of March, 2016 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of Mid-Continent Casualty Company, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA

COUNTY OF TULSA

SS



Commission # 11008253

My Commission Expires: 09-08-19

JULIE CALLAHAN

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Mid-Continent Casualty Company by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of Mid-Continent Casualty Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 19th day of April, 2016



SHARON HACKL

Secretary

VOID IF BOX IS EMPTY



CERTIFICATE OF LIABILITY INSURANCE

ARBOMAS-04

KBOOTH

DATE (MM/DD/YYYY)

4/19/2016

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

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

PRODUCER The Robert E Miller Group 6363 College Blvd., Suite 400 Overland Park, KS 66211	CONTACT NAME: PHONE (A/C, No, Ext): (816) 333-3000 FAX (A/C, No): (816) 822-1641 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Zurich America Ins Co. (AC)
	INSURER B : Navigators Insurance Company
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

INSURED

SMC Utility Construction
8405 SW 15th Street
Oklahoma City, OK 73128

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GLO581802203	03/01/2016	03/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			BAP581802303	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			HO14EXC799733IV	03/01/2016	03/01/2017	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC581802103	03/01/2016	03/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Mustang Improvement Authority
1501 N. Mustang Rd
Mustang, OK 73064

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

AUTHORIZED REPRESENTATIVE

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CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. L-1

2. MEETING DATE: May 3, 2016

3. TITLE: Resolution Authorizing Issuance of a Revocable Permit within City Limits for the Erection, Construction and Maintenance of a Non-Permanent Improvement over, under or on a Portion of a Public Way or Easement upon Certain Conditions.

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

5. INITIATOR: Community Development Department

6. PROJECT DESCRIPTION:

A revocable permit allows a property owner to construct a non-permanent improvement on a public easement. Examples may be movable storage buildings, fences, landscaping or above-ground swimming pools.

Most cities in this region do have regulations allowing revocable permits under certain conditions. All utility companies in the area are familiar with the process of dealing with them.

The attached resolution creates a process for allowing revocable permits in the city limits. It defines the uses which may be permitted on an easement and creates the process for application. It also describes the process for removal if necessary. It holds the city harmless for any costs incurred by moving or removing the item permitted under the revocable permit.

Also attached are some basic forms for applying for a revocable permit that will be completed by the property owner.

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: Staff recommends approval of this resolution.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. 16-038

RESOLUTION NO. 16-038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSTANG, OKLAHOMA AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO GRANT A REVOCABLE PERMIT TO AN OWNER OR OCCUPANT OF PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF MUSTANG FOR THE ERECTION, CONSTRUCTION AND MAINTENANCE OF A NON-PERMANENT IMPROVEMENT OVER, UNDER OR ON A PORTION OF A PUBLIC WAY OR EASEMENT UPON CERTAIN CONDITIONS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE SUCH REVOCABLE PERMITS IN THE FORM APPROVED BY THE CITY COUNCIL AND PROVIDING FOR APPEAL

Whereas, from time to time residents of the City of Mustang, Oklahoma (hereinafter, "City") desire to erect, construct and maintain a non-permanent improvement over, under or on a portion of a public way or easement (excluding any area dedicated for street purposes); and,

Whereas, Section 106-300(c) of the Mustang Code of Ordinances provides, in part, that private improvements on utility easements should be avoided, and that when an improvement such as fencing, landscaping, a driveway or parking is placed upon utility easements, the property owner shall be responsible for replacement or repair of any improvements when utilities must be repaired or replaced; and,

Whereas, Section 122-846 of the Mustang Code of Ordinances requires, in part, that, all aboveground pools shall be enclosed by a fence, and provides in part that no swimming pool, pool equipment, sidewalks and decks shall be located across any easement; and;

Whereas, the City of Mustang believes that, in some instances, residents may erect, construct and maintain a non-permanent improvement over, under or on a portion of a public way or easement (excluding any area dedicated for street purposes) without jeopardizing the City's use or access to such easement, provided the resident agrees to remove such non-permanent improvement upon request of the City and/or a utility service provider;

Now, therefore, be it resolved by the city council of the City of Mustang, Oklahoma as follows:

A. The City Manager, or his designee, shall have the authority to issue to the owner or occupant of property within the city limits of the City of Mustang, Oklahoma, a permit authorizing the erection, construction, and maintenance of a non-permanent improvement over, under or on a portion of a public way or easement (excluding any area dedicated for street purposes), subject to the provisions set forth below.

B. For purposes of this resolution, the term “non-permanent improvement” may include fences, walls, canopies, sand boxes, decorative fountains, swing sets, birdhouses, bird feeders, above-ground pools, plantings whose roots are not anticipated to interfere with underground facilities, benches, tables and chairs, portable buildings, and similar non-permanent improvements that are readily movable, without or without resulting damage to the easement area.

C. The issuance of a Revocable Permit shall be subject to the following requirements and conditions:

1. The person(s) seeking a Revocable Permit (the “Applicant”) shall file two copies of a complete and completed application, on a form approved by the City Manager or his designee, and containing original signatures.

2. If the Applicant is not the owner of the property, the written consent of the owner(s) of the property must be submitted with the application.

3. Letters of no objection from utility companies or others having a right to use the easement area shall be submitted with the application.

4. Letters of no objection from the owners of the properties which abut the proposed improvement shall be submitted with the application.

5. The Legal Description for the property, including, as applicable, Lot Number, Block Number, Subdivision Name, or the Metes and Bounds description of the property, shall be included in the application.

6. A site plan (8 copies required) shall be submitted with the application. The site plan should show the property lines, curb lines, centerline of streets, right-of-way widths, utility and/or drainage easements, driveways, and/or sidewalks, and the proposed improvement(s). Dimensions should be included to show the relationship of the centerline of the adjacent streets. Other dimensions, as requested by the City Manager or his designee, should be shown.

7. A check for the fee as set by ordinance, made payable to the City of Mustang, shall be submitted with the application. The fee is non-refundable.

D. A Revocable Permit may be revoked by City at any time as the City may, in its sole discretion, deem necessary or expedient. Revocation shall be by a written Revocation Order signed by the City Manager or his designee on behalf of the City. Where an emergency or other exigency exists that necessitates immediate removal of any use permitted by a Revocable Permit, the City may immediately remove such use and any property associated with such use without prior notice. In such event, the City shall not be responsible for any loss suffered by reason of such removal, including but not limited to any damage for loss of such use or damage to or loss of any property removed by City.

E. A Revocable Permit shall be issued only upon the Applicant's agreement to the terms and condition of such Revocable Permit as set forth in the form of Revocable Permit attached hereto as Exhibit A. The City Manager or his designee may, in granting a Revocable Permit, impose conditions in such permit to safeguard and protect the interests of the City and others who may use the affected public way or easement.

F. A Revocable Permit issued hereunder shall create no property or contract rights in the Applicant or any other person by reason of the issuance of such Revocable Permit.

G. An Applicant shall be responsible for locating and protecting all existing utilities and other improvements within the public way or easement, as well as any traffic control devices that are damaged, destroyed or removed during construction of such use.

H. A Revocable Permit issued hereunder shall not be assigned or transferred without prior written approval of the City Manager, or his designee.

I. The City Manager or his designee is authorized to execute Revocable Permits on behalf of the City of Mustang, in the form attached hereto as Exhibit A, in compliance with this Resolution. The City Manager is further authorized to include any additional term or condition in such Revocable Permit as may be necessary to protect the interests of the City of Mustang in connection with the requested use by the Applicant.

J. In event an application for a Revocable Permit is denied, the City Manager or his designee shall inform the Applicant in writing of such denial. The Applicant may appeal such denial to the City Council by providing a written notice to the City Manager advising of the Applicant's intention to appeal. The written notice of intention to appeal shall be delivered to the City Manager within ten (10) days from the date of the written denial of the application. Upon

receipt of a written notice of intention to appeal, the City Manager shall place the appeal on the agenda of a City Council meeting within thirty (30) days from the receipt of such notice of intention to appeal. A decision to grant a Revocable Permit by the City Council shall require an affirmative vote of a majority of the entire council. The City Council may, in granting a Revocable Permit, impose conditions in such permit as the City Council finds would safeguard and protect the interests of the City and others who may use the affected public way or easement.

PASSED this ____ day of May, 2016. .

THE CITY OF MUSTANG, OKLAHOMA

By: _____
MAYOR

ATTEST:

CITY CLERK

Approved as to form this ____ day of May, 2016.

CITY ATTORNEY

REVOCABLE PERMIT

This Revocable Permit is made and entered into this _____ day of _____, 20____, by and between THE CITY OF MUSTANG, hereinafter called City, and _____, property owner/occupant, hereinafter called Second Party.

WITNESSETH:

WHEREAS, Second Party desires to erect, construct, and maintain _____ (hereinafter, the AUse@) over, under or on a portion of the public way or easement owned by the City and located at _____ in Mustang, Oklahoma.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. City hereby grants to Second Party a Revocable Permit for the purpose of erection, construction, and maintenance of the Use over, under or on a portion of the public way or easement owned by the City and located at

Street Address: _____

Legal Description: _____

in Mustang, Oklahoma, in accordance with the attached Site Plan.

2. This Revocable Permit may be revoked by City at any time as it may, in its sole discretion, deem necessary. Revocation shall be by a written Revocation Order signed by the City Manager on behalf of City.
3. Second Party agrees to erect, construct, and maintain said Use in a safe and proper manner, with an attractive appearance, and further agrees to defend, protect, and save the City harmless from any and all damages, claims, or causes of action whatsoever arising out of the erection, construction, maintenance, and existence of said Use.
4. It is mutually agreed and understood between the parties hereto that the Second Party acquires no property or contract rights by reason of the issuance of this Revocable Permit. It is further agreed and understood that this Revocable Permit may be revoked or canceled in the sole discretion of the City at any time.
5. Second Party agrees that, in the event of revocation, Second Party will comply with the Revocation Order and will promptly restore the above described premises to the original condition at Second Party=s sole expense. Where an emergency or other exigency exists

that necessitates immediate removal of the Use, City may immediately remove the Use and Second Party=s property constituting the Use without prior notice to Second Party. It is expressly agreed and understood between the parties hereto that, should it become necessary to remove the structure(s) and/or improvement(s) permitted herein in whole or in part to allow the City to utilize its easement or property in any manner permitted by law, the City shall not be responsible for any loss suffered by reason of such removal, including but not limited to any damage for loss of the Use or to the property being removed by City. Further, Second Party agrees and understands that he acts at his own risk in erecting or constructing said Use within, over, under or upon the City=s public way, easement or property. The Second Party further agrees and understands that the Revocable Permit granted hereby is in no manner intended to convey any vested or other interest whatsoever in the subject public way, easement, or property nor shall it be so construed by the parties or by any court or reviewing authority.

6. Second Party agrees that all construction within the right-of-way, easement or City property will be in accordance with City standard specifications and all disturbed areas shall be restored to their original condition, which shall include, but not be limited to, backfilling all trenches, filling all holes caused by shrinkage, and covering all sodded areas with slab sod.
7. Second Party shall be responsible for locating and protecting all existing utilities and other improvements within the City right-of-way. Contact OKIE at 840-5032 to locate utility improvements. Contact the Public Works Department at 354-2121 for locating Sanitary Sewer and Water Lines.
8. Second Party shall be responsible for replacing all traffic control devices that are damaged, destroyed or removed during construction. Devices shall be in conformance with the AManual on Uniform Traffic Control Devices,@ as determined by City. For traffic conduit location contact Public Works at 354-2121, two business days prior to construction.
9. Second Party may not assign or transfer this Revocable Permit without prior written approval of the City Manager, or his designee.
10. If the application pertains to the placement of private water or sanitary sewer service lines, the following shall apply:
 - a. Second Party shall, at his expense, disconnect his private line and reconnect to the City main, should the City construct or cause another to construct a main which will serve the Second Party=s premises.
 - b. Second Party shall, at his expense, relocate his private line should the right-of-way be needed for City or public purposes.
11. Second Party agrees that this Revocable Permit is subject to the following conditions:
 - a. Second Party shall _____

DATED this ____ day of _____, 20__.

City Manager

ATTEST:

City Clerk

Date: _____

Witness

Second Party

ATTESTATION

Subscribed and sworn to before me, a Notary Public, this ____ day of _____, 20__.

My Commission Expires:

Notary Public

OWNER CONSENT

The purpose of this letter is to confirm that I am the owner of the property at _____, and that I have no objection to the installation of a private _____ on the right-of-way and/or easement along _____ to serve _____.

NAME (PRINT OR TYPE): _____

Signature: _____

Phone No.: _____

REQUIREMENTS FOR REVOCABLE PERMITS

1. Two copies of the application form, completed and containing original signatures.
2. Letters of no objection from the four franchised utility companies. (See AUtility Contacts@, attached)
3. Letters of no objection from the owners of the properties which abut the proposed improvement.
4. Legal Description for property, including, as applicable, Lot Number, Block Number, Subdivision Name, or the Metes and Bounds description of the property.
5. Include a site plan (8 copies required). The site plan should show the property lines, curb lines, centerline of streets, right-of-way widths, utility and/or drainage easements, driveways, and/or sidewalks, and the proposed improvements. Dimensions should be included to show the relationship of the centerline of the adjacent streets. Other dimensions, as applicable, should be shown.
6. A check for \$_____ made payable to the ACity of Mustang@.
7. For improvements requiring a building permit, contact Mustang Community Development at 405/376-_____.

NOTICE

A revocable permit grants the permit holder certain rights regarding the placement of a privately owned improvement in a public right-of-way or public easement.

The revocable permit **is not** a building permit. A building permit **is required** before any construction may be commenced. A building permit may be obtained from the Mustang Community Development.

Questions regarding permit requirements may be directed as follows:

Revocable Permits

Plumbing Permits

Building Permits

Electrical Permits

Boring Permits

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. L-2

2. MEETING DATE: May 3, 2016

3. TITLE: Ordinance Amending the Municipal Code Adding Language Related to Revocable Permits, Defining Terms Related to Revocable Permits, and Establishing Application Fee for Revocable Permits.

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

5. INITIATOR: Community Development Department

6. PROJECT DESCRIPTION:

This ordinance changes language in the Mustang Municipal Code relating to Revocable Permits.

This goes along with the Resolution that is being considered on tonight's agenda.

This ordinance also creates a \$150 fee for application for a revocable permit. This amount is Oklahoma City's minimum amount for their revocable permit.

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: Staff recommends approval of this ordinance.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. 1138

ORDINANCE NO. 1138

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AMENDING THE MUNICIPAL CODE BY (1) AMENDING CHAPTER 106, SECTION 106-300 TO ADD LANGUAGE PROHIBITING PRIVATE IMPROVEMENTS IN EASEMENTS LOCATED IN REAR YARDS UNLESS A REVOCABLE PERMIT IS OBTAINED; AMENDING DEFINE TERMS; (2) AMENDING CHAPTER 122, SECTIONS 122-265(2), 122-295(2), 122-325(2), 122-355(2), 122-385(2), 122-415(3) AND 122-445(2) TO ADD LANGUAGE PROHIBITING PRIVATE IMPROVEMENTS IN EASEMENTS LOCATED IN REAR YARDS UNLESS A REVOCABLE PERMIT IS OBTAINED; AND (3) AMENDING CHAPTER 42, SECTION 42-106(h), TO ESTABLISH AN APPLICATION FEE FOR A REVOCABLE PERMIT;DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY

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

Section 1. Chapter 106 of the Municipal Code of the City of Mustang, Oklahoma, is hereby amended by amending Section 106-300(c) to read as follows:

Sec. 106-300. Easements; installation of utilities.

[Subsections (a) and (b) are unchanged.]

- (c) Private improvements on utility easements. Private improvements on utility easements should be avoided; however, when an improvement such as fencing, landscaping, a driveway or parking is placed upon utility easements, the property owner shall be responsible for replacement or repair of any improvements when utilities must be repaired or replaced.
No private improvement shall be situated on or across an easement in the rear yard unless a revocable permit is first obtained from the City Manager.

[Subsections (d) through (j) are unchanged.]

Section 2. Chapter 122 of the Municipal Code of the City of Mustang, Oklahoma, is hereby amended by amending Section 122-265(2) to read as follows:

Sec. 122-265. Yards.

All buildings in the R-E district shall be set back from street right-of-way lines to comply with the following yard requirements, except as provided in article IX of this chapter:

- (1) [No changes are made to subsection (1).]
- (2) Rear yard. There shall be a rear yard for a main building of not less than 20 feet or 20 percent of the depth of the lot, whichever amount is smaller. Unattached buildings of accessory use may be located in the rear yard of a main building, but shall not encroach on any easements. No private improvement shall be situated on or across an easement in the rear yard unless a revocable permit is first obtained from the City Manager.
- (3) [No changes are made to subsection (3).]

Section 3. Chapter 122 of the Municipal Code of the City of Mustang, Oklahoma, is hereby amended by amending Section 122-295(2) to read as follows:

Sec. 122-295. Yards.

All buildings in the R-1 district shall be set back from street right-of-way lines to comply with the following yard requirements, except as provided in article IX of this chapter:

- (1) [No changes are made to subsection (1).]
- (2) Rear yard. There shall be a rear yard for a main building of not less than 20 feet or 20 percent of the depth of the lot, whichever amount is smaller. Unattached buildings of accessory use may be located in the rear yard of a main building, and shall not encroach on any easements. No private improvement shall be situated on or across an easement in the rear yard unless a revocable permit is first obtained from the City Manager.
- (3) [No changes are made to subsection (3).]

Section 4. Chapter 122 of the Municipal Code of the City of Mustang, Oklahoma, is hereby amended by amending Section 122-325(2) to read as follows:

Sec. 122-325. Yards.

All buildings in the R-2 district shall be set back from the street right-of-way to comply with the following yard requirements, except as set forth in article IX of this chapter:

- (1) [No changes are made to subsection (1).]
- (2) Rear yard. For main buildings, other than garage apartments, there shall be a rear yard of not less than 20 feet or 20 percent of the depth of the lot, whichever is

smaller. Garage apartments may be located in the rear yard of a single-family dwelling, but shall not be located closer than ten feet to the rear lot line. Unattached buildings of accessory use may be located in the rear yard of the main building and shall not encroach on any easement. [No private improvement shall be situated on or across an easement in the rear yard unless a revocable permit is first obtained from the City Manager.](#)

- (3) [No changes are made to subsection (3).]

Section 5. Chapter 122 of the Municipal Code of the City of Mustang, Oklahoma, is hereby amended by amending Section 122-355(2) to read as follows:

Sec. 122-355. Yards.

All buildings in the R-3 district shall be set back from street right-of-way or property lines to comply with the following yard requirements, except as set forth in article IX of this chapter:

- (1) [No changes are made to subsection (1).]
- (2) Rear yard. For main buildings, other than garage apartments, there shall be a rear yard of not less than 20 feet or 20 percent of the depth of the lot, whichever is smaller. Garage apartments may be located in the rear yard of a single-family dwelling, but shall not be located closer than ten feet to the rear lot line. Unattached buildings of accessory use may be located in the rear yard of the main building, and shall not encroach on any easement. [No private improvement shall be situated on or across an easement in the rear yard unless a revocable permit is first obtained from the City Manager.](#)

- (3) [No changes are made to subsection (3).]

Section 6. Chapter 122 of the Municipal Code of the City of Mustang, Oklahoma, is hereby amended by amending Section 122-385(2) to read as follows:

Sec. 122-385. Yards.

All buildings in the R-4 district shall be set back from street right-of-way or property lines to comply with the following yard requirements, except as set forth in article IX of this chapter:

- (1) [No changes are made to subsection (1).]
- (2) Rear yard. For main buildings other than garage apartments, there shall be a rear yard of not less than 20 feet or 20 percent of the depth of the lot, whichever is smaller. Garage apartments may be located in the rear yard of another dwelling, but

shall not be located closer than ten feet to the rear lot line. Unattached buildings of accessory use may be located in the rear yard of a main building, and shall not encroach on any easements. [No private improvement shall be situated on or across an easement in the rear yard unless a revocable permit is first obtained from the City Manager.](#)

(3) [No changes are made to subsection (3).]

Section 7. Chapter 122 of the Municipal Code of the City of Mustang, Oklahoma, is hereby amended by amending Section 122-415(3) to read as follows:

Sec. 122-415. Yards.

All buildings in the R-MH-1 district shall be set back from the street right-of-way to comply with the following yard requirements:

(1, 2) [No changes are made to subsections (1) and (2).]

(3) Rear yard. There shall be a rear yard for a main building of not less than 20 feet or 20 percent of the depth of the lot, whichever amount is smaller. Unattached buildings of accessory use may be located in the rear yard of a main building, but shall not encroach on any easements. [No private improvement shall be situated on or across an easement in the rear yard unless a revocable permit is first obtained from the City Manager.](#)

(4, 5) [No changes are made to subsections (4) and (5).]

Section 8. Chapter 122 of the Municipal Code of the City of Mustang, Oklahoma, is hereby amended by amending Section 122-445(2) to read as follows:

Sec. 122-445. - Yards.

All buildings in the R-MH-2 district shall be set back from street right-of-way lines to comply with the following yard requirements, except as set forth in article IX of this chapter:

(1) [No changes are made to subsection (1).]

(2) Rear yard. There shall be a rear yard for a main building of not less than 20 feet or 20 percent of the depth of the space, whichever amount is smaller. Unattached buildings of accessory use may be located in the rear yard of a main building. [No private improvement shall be situated on or across an easement in the rear yard unless a revocable permit is first obtained from the City Manager.](#)

(3) [No changes are made to subsection (3).]

Section 9. Chapter 42 of the Municipal Code of the City of Mustang, Oklahoma, is hereby amended by adding new Section 42-106(h) to read as follows:

Sec. 42-106. - Chapter 106: Subdivisions.

[Subsections (a) through (g) are unchanged.]

(h) Applications for Revocable Permit. The fee for application for a revocable permit shall be \$150.00.

Section 10. REPEALER

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

Section 11. SEVERABILITY

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

Section 12. EMERGENCY

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

PASSED AND APPROVED and the Emergency Clause voted upon separately and passed and approved this ____ day of May, 2016.

Mayor

ATTEST:

City Clerk

APPROVED as to form this ____ day of May, 2016.

City Attorney

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. NEW BUSINESS

D. CONSENT AGENDA

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

1. Approval of **04/19/16** MIA Minutes.
- *2. Claims List for **FY '16**
- *3. Approval to Turn **Past Due Utility Accounts** over to Collection Agency.
- *4. Approval of Contract and Bonds for Project labeled Raw Water Transmission Lines.

E. INFORMATION/REPORTS

1. Trustee Manager
2. Trustees

F. DISCUSSION ITEMS

None.

G. ADJOURNMENT

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

**MUSTANG IMPROVEMENT AUTHORITY
APRIL 19, 2016**

The Mustang Improvement Authority met in regular session on Tuesday, April 19, 2016, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Friday, April 15, 2016, at 2:15 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Chairman Adams called the meeting to order at **7:18 p.m.**

B. ROLL CALL

Trustees Present: Riley
Staples
Grider
Jones
Hagan
Schweinberg
Adams

Trustees Absent: None

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **04/05/16** MIA Minutes
- *2. Claims List for **FY '16**

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

AYE: Riley, Staples, Grider, Jones, Hagan, Schweinberg, Adams

NAY: None

E. INFORMATION/REPORTS

1. **Trustee Manager**
None.
2. **Trustees**
None.

F. DISCUSSION ITEMS

None.

G. ADJOURNMENT

MOTION was made by **Trustee Grider**, and seconded by **Trustee Riley** to adjourn.

AYE: Riley, Staples, Grider, Jones, Hagan, Schweinberg, Adams

NAY: None

Meeting was adjourned at **7:19 p.m.**

Jay Adams, Chairman

Attest:

Lisa Martin, Secretary

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68 GENERAL GOVERNMENT						
16-0124	01-B0024	BANCFIRST	2009 BOND PAYMENT	5/2016	201604252984	21,939.67
16-0791	01-B0024	BANCFIRST	2013 BOND PAYMENT	5/2016	201604252983	95,168.25
16-0010	01-I0015	TYLER TECHNOLOGIES, INC	WEBSITE FEES, U.B., COURT	4/2016	025-154335-	192.00
16-1003	01-I0015	TYLER TECHNOLOGIES, INC	ANNUAL MAINTENANCE FEES	4/2016	025-153808	363.17
16-0646	01-M0210	MUSTANG IMPROVEMENT	TRANSFER CIP FEE TO MIA	5/2016	201604252987	30,000.00
16-0400	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2016	201604252989	3,125.00
DEPARTMENT TOTAL:						150,788.09
DEPARTMENT: 75 SEWER						
16-1781	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	4/2016	201604252996	56.54
DEPARTMENT TOTAL:						56.54
DEPARTMENT: 78 SANITATION						
16-0039	01-O0121	O.E.M.A.	MONTHLY SANITATION	5/2016	51852	79,633.02
DEPARTMENT TOTAL:						79,633.02
FUND TOTAL:						230,477.65

4/27/2016 4:37 PM

PURCHASE ORDER CLAIM REGISTER

PAGE: 13

FUND: 82 - SEWER INFRA IMPACT FEE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 82		ADMINISTRATION				
16-1785	01-F0065	ROBERT FORSYTHE	REFUND FOR SEWER IMPACT	4/2016	201604252995	1,000.00
DEPARTMENT TOTAL:						1,000.00
FUND TOTAL:						1,000.00
GRAND TOTAL:						650,817.21