

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION

Clyde Slimp, Pastor, Lakehoma Church of Christ

C. ROLL CALL

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

F. CONSENT AGENDA

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

1. Approval of **03/17/15** City Council Minutes.
- *2. Claims List for **FY'15**
- *3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
4. Approval of **Resolution No. 15-049** making changes in the Impound Fee Fund Budget by making a Supplemental Appropriation to Increase the 2014-2015 Fiscal Year Budget by \$10,000.
5. Approval of **Resolution No. 15-050** making changes in the General Fund Budget by making a Supplemental Appropriation to Increase the 2014-2015 Fiscal Year Budget by \$3,673.
6. Approval of **Resolution No. 15-051** - Oklahoma Municipal Retirement Fund Proposed Amendment, Restatement and Continuation Trust Indenture.
- *7. Acceptance of **Sanitary Sewer Easement** for the Mustang Public Schools ROTC Training Center.

G. INFORMATION/REPORTS

1. City Manager
Included in Agenda packet.
 - a. Recognition of Mustang American Legion, Post #353, Fire, Police, and Non-Uniform Employees of the Year.
 - b. Annual Mayor's Day of Recognition for National Service Presentation
2. City Council

H. DISCUSSION ITEMS

1. **Public Hearing, Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1122**, Amending the Zoning Ordinance of the City of Mustang, Oklahoma, as Amended to Change Certain Property Located in Canadian County, Oklahoma, from "C-2" Commercial Neighborhood District to "C-3" Commercial General District and, Declaring Repealer, Providing for Severability; and Declaring an Emergency. (Rezoning Application RZ-2-27-15-1-31, Lam Hoang, 1716 W. State Highway 152.)
2. **Public Hearing, Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1123**, Amending the Zoning Ordinance of the City of Mustang, Oklahoma, as Amended to Change Certain Property Located in Canadian County, Oklahoma, from "R-1" Single-Family District to "C-5" Commercial Intensive District and, Declaring Repealer, Providing for Severability; and Declaring an Emergency. (Rezoning Application RZ-1-30-15-1-33, Joe Anderson, 130 W. State Highway 152.)
- *3. **Discussion, Consideration and Possible Action** regarding Approval of Contract and Statutory Bond with RDM Construction, Inc., for Project Titled 59th Street Bridge Waterline Relocation.

J. CITY ATTORNEY'S REPORT

None.

K. ADJOURNMENT

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

**MUSTANG CITY COUNCIL
MARCH 17, 2015**

The Mustang City Council met in regular session on Tuesday, March 17, 2015, 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, March 13, 2015, at 9:15 a.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 (Terry Jones, Councilmember, Ward 4)

C. ROLL CALL

Councilmembers Present:	Taylor
	Bowers
	Jones
	Hagan
	Schweinberg
	Adams

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

Mr. Donal Mount, 2000 E. State Highway 152, addressed the Council regarding Item Number H-3 – which is approval to purchase a new tractor and flail mower for right of way and park maintenance. He provided a handout which included excerpts from the City's current contract with Silver Star Construction for maintenance and operation of public streets and mowing and maintenance of public parks and facilities stating he was concerned with this purchase as the contractor, in his opinion, should be providing the equipment.

Mayor Adams advised Mr. Mount to review Article 3 of the contract which states what equipment the contractor is required to have on site and to speak with the City Manager for more information.

Assistant City Manager Battles stated Article 3.1.1 includes equipment the contractor is to have on site with Article 3.1.2 being equipment charged to the City at an hourly rate.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

1. Approval of **03/03/15** City Council Minutes.
2. Approval of **03/09/15** City Council Work Session Minutes
- *3. Claims List for **FY'15**
4. Approval to Turn **Past Due Library Accounts** over to the Collection Agency.
5. Approval of **Resolution No. 15-046** making changes in the General Fund Budget by making a Supplemental Appropriation to Increase the 2014-2015 Fiscal Year Budget by \$191.
6. Approval of **Resolution No. 15-047** making changes in the General Fund Budget by making a Supplemental Appropriation to Increase the 2014-2015 Fiscal Year Budget by \$4,000.
- *7. Approval of **First Amendment** to the Operation, Maintenance, and Management Services Agreement between Severn Trent Environmental Services, Inc. and the Mustang Improvement Authority.

MOTION was made by **Councilman Taylor**, seconded by **Councilman Schweinberg**, to approve Items F-1 thru F-7 of the Consent Agenda.

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

G. INFORMATION/REPORTS

1. City Manager

City Manager Rooney stated he did not have anything to report in addition to his City Manager's report.

Assistant City Manager Battles provided a powerpoint presentation providing an update on capital improvement projects including completed projects, current projects such as WWTP Phase II A, Wastewater/ Sewer Lines, Water Hydraulic Model, and South Mustang Road. He also provided information regarding the City's NPDES permit, maintenance of decant equalization pumps, and a recent ODEQ site visit.

2. City Council

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

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

Councilwoman Bowers did not have anything to report at this time, but did state the person she had mentioned in a prior meeting being interested in becoming a member of the Planning Commission, Mr. Darrell Johnson, was in attendance this evening and she would recommend he be appointed to the Commission.

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

Councilwoman Hagan stated she attended the OEMA meeting on Thursday advising they will be expanding the landfill stating it will be quite a process.

Councilman Schweinberg thanked **Assistant City Manager Battles** and his team for their hard work.

Mayor Adams congratulated the Mustang High School boys' basketball team for winning the State Championship and having a perfect season at 28-0. He thanked **Community Development Director Helsel** for her work in bringing Oncue, which is an Oklahoma company, to Mustang located at Hwy 152 and Sara stating this had been a long process and great to see it happen. He also congratulated the University of Science and Arts girls' softball team in being nationally ranked stating two Mustang girls, one being his daughter, were on the team. **Adams** also stated this is the last meeting before the election April 7, 2015, and wished everyone good luck.

- a. Appointment of **One (1) Commissioner** to the **Mustang Planning Commission**.

City Manager Rooney stated Mr. Karl Mengers moved outside of City limits and resigned from the Planning Commission. He stated the opening had been advertised in the newspaper and placed on the City's website for approximately two weeks with two applications being received.

Rooney stated the City received applications from Darrell Johnson, Ward 3 resident, and Jan Yakish, Ward 6 resident, stating the Commission currently has two representatives from Ward 3 and one representative from Ward 6. He stated the code allows the City to appoint from any ward if no applications have been received from the unrepresented ward stating since the Commission already has two Commissioners from Ward 3, Staff is recommending the appointment of Jan Yakish, Ward 6.

Councilwoman Bowers stated she would recommend appointment of Darrell Johnson.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilman Jones**, to appoint Ms. Jan Yakish to the Mustang Planning Commission.

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

H. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Acceptance of Bids for Project titled 59th Street Bridge Waterline Relocation.

Assistant City Manager Battles stated in 2014, Oklahoma City notified the City of Mustang they would be constructing a new bridge on 59th Street between Czech Hall Road and Clear Springs stating the City of Mustang would need to relocate a current waterline as the new bridge will be constructed for a future four lane road. He stated the City asked if it was possible to design around the water line or if not, pay for the relocation stating the engineer of Oklahoma City stated no to both requests.

Battles stated Cowan Group wrote specifications and the waterline relocation was put out for public bid with the bid opening occurring March 12, 2015 at 10:00 a.m. He stated the City received four bids:

Davenport Construction - \$75,876.00
Trent Construction - \$65,350.00
Utili-Link, Inc. - \$112,000.00
RDM Construction - \$39,900.00

Battles stated Staff recommends acceptance of all bids except for Utili-Link, Inc. whose bid contained a calculation error.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilwoman Bowers**, to Accept all Qualified Bids for Project titled 59th Street Bridge Waterline Relocation.

Motion was Amended by **Councilman Schweinberg**, seconded by **Councilwoman Bowers** to Accept all Qualified Bids, except for the bid submitted by Utili-Link, Inc., for Project titled 59th Street Bridge Waterline Relocation.

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

- *2. **Discussion, Consideration and Possible Action** regarding Awarding of Bid for Project titled 59th Street Bridge Waterline Relocation.

Assistant City Manager Battles stated Cowan Group reviewed the bids and are recommending the bid be awarded to the low bidder, RDM Construction at \$39,900.00. He stated Staff had concerns with their bid being so low, but Cowan Group did speak with them and they can do the project for the amount listed.

Battles stated the project would be funded by the MIA Reserve Fund utilizing the capital improvement fee charged to each utility account stating all amounts collected must be applied to water and wastewater maintenance and construction per Ordinance No. 1106.

Discussion was held concerning how much money was in the fund as well as Oklahoma City not paying for the relocation.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilman Jones**, to Award the Bid for Project titled 59th Street Bridge Waterline Relocation to RDM Construction in the amount of \$39,900.00.

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

3. **Discussion, Consideration and Possible Action** regarding Approval of Purchase of a New Tractor and Flail Mower for Right of Way and Park Maintenance.

Assistant City Manager Battles stated the City currently owns a 1997 Ford Tractor and Alamo Flail Mower used to mow right of ways and large park areas stating the tractor and mower continually have issues and are placed out of service for repair more often than it is in service. He stated Silver Star Construction does an excellent job maintaining and repairing equipment, but the equipment is worn out. He stated Staff weighed the cost benefits of repairing the equipment or replacing it, stating Staff determined replacement would be the best option.

Battles addressed the concerns of a citizen stating Article 3.1.1 of the contract lists the equipment required to be on site while Article 3.1.2 lists additional prices the City would pay at an hourly rate for use of equipment not listed in 3.1.1. He stated the verbiage can be confusing and was written by a previous City Manager. **Battles** stated Silver Star Construction is a good contractor who provides equipment and services not required in the contract and at no additional cost to the City.

Discussion was held concerning the contract language as well as there always being a possibility the contract could be discontinued where City Staff would have to take over the responsibilities and would need the equipment. It was stated this purchase would replace current equipment owned by the City as the current equipment had out-lived its life.

Councilwoman Bowers asked if Silver Star paid the City for the use of City equipment with it being stated no, but do provide maintenance of the equipment. She also asked about Section 1.7.3 where it mentions mowers provided by the contractor with it being stated those are different than the tractor and mower Staff is requesting to buy.

Councilwoman Bowers asked the reason for purchasing a John Deere as she has been told it was higher and parts and repairs are also more expensive. **Assistant City Manager Battles** stated other brands were listed on the state contract; however, they were higher than the John Deere and stated John Deere parts were easily accessible and they have had trouble in the past obtaining parts on other brands.

Discussion was held concerning the unsafe condition of the current tractor as well as being environmentally conscious as the tractor leaks a considerable amount of oil. Other discussion included the timeline with mowing season approaching and needing to order the new tractor and mower now as the mower will need approximately 6 weeks build time.

Additional discussion included purchasing from state contract as opposed to the City bidding it with it being stated the tractor and mower on state contract had been competitively bid with the State normally being able to obtain better pricing due to volume purchasing. It was also stated the City routinely utilizes the state contracts for purchases, including the Police vehicles.

Councilwoman Bowers asked **Battles** to provide pricing where Silver Star purchases the tractor and mower and the City pays rental fees.

MOTION was made by **Councilwoman Bowers** to table this item to the next City Council meeting, April 7, 2015.

Motion died for lack of a second.

MOTION was made by **Councilman Taylor**, seconded by **Councilman Schweinberg**, to Approve the Purchase of a new Tractor and Flail Mower.

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

4. **Discussion, Consideration and Possible Action** regarding Approval of the Municipal Lease/Purchase of One (1) Police Vehicle with RCB Bank for a Three Year Term; documents to include, but not limited to, Lease/Purchase Agreement, Resolution No. 15-048, and Statement of Essential Use; and Authorizing Staff to Execute Documents.

City Manager Rooney stated this was a lease/purchase for the Police Department in the total amount of \$39,902.16 for a Dodge Ram pickup with special service package plus added necessary emergency equipment and installation. He stated financing would be provided through RCB Bank. He stated this purchase was part of the plan to replace vehicles in the Police Department and had been done for the last three years stating the purchase was included in the budget.

MUSTANG CITY COUNCIL
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MOTION was made by **Councilman Schweinberg**, seconded by **Councilman Taylor**, to Approve the Municipal Lease/Purchase of One (1) Police Vehicle with RCB Bank for a Three Year Term; documents to include, but not limited to, Lease/Purchase Agreement, Resolution No. 15-048, and Statement of Essential Use; and Authorizing Staff to Execute Documents.

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

J. CITY ATTORNEY'S REPORT

None.

K. ADJOURNMENT

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

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

The meeting was adjourned at **7:51 p.m.**

Jay Adams, Mayor

Attest:

Lisa Martin, City Clerk

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 MAYOR AND COUNCIL						
15-1686	01-C0108	COWAN GROUP	ENGINEERING SERVICES	3/2015	1870	128.00
15-0365	01-H0045	STEVEN HUDDLESTON	COURT APPEARANCES	3/2015	201503200835	1,600.00
15-1695	01-J0040	JGVE, INC.	ENGINEERING FEES	4/2015	15032305	1,125.00
15-0011	01-W0001	WHEATLEY, SEGLER, OSBY & MIMONTHLY RETAINER FEES		4/2015	15418	2,239.95
15-0556	01-W0001	WHEATLEY, SEGLER, OSBY & MILEGAL SERVICES		4/2015	201504010931	3,025.96
DEPARTMENT TOTAL:						8,118.91
DEPARTMENT: 11 CITY MANAGER						
15-0113	01-06610	PREMIER SOURCE, LLC	HEALTH BENEFIT CONSULTING	3/2015	201503310925	2,083.25
15-0172	01-A0122	ALLIANCE MAINTENANCE, INC	CITY HALL JANITORIAL	4/2015	69857	880.00
15-0111	01-C0085	A CHANCE TO CHANGE FOUNDATI	EMPLOYEE ASSISTANCE	3/2015	201503310926	9.00
15-1633	01-D1082	DELTA DENTAL	PENSION INSURANCE	3/2015	201503240843	261.36
15-0108	01-I0104	INVESTIGATIVE CONCEPTS, INC	BACKGROUND CHECKS	3/2015	201503310924	78.00
15-1544	01-M0001	MUSTANG NEWS	PUBLICATIONS	3/2015	59545	38.25
15-0333	01-M0180	MUSTANG CHAMBER OF COMMER	BUSINESS LUNCHEON MEETING	4/2015	10952	48.00
15-1610	01-M0234	MUSTANG TIMES	SUMMER EMPLOYMENT AD	3/2015	TT10681	330.00
15-1616	01-M0234	MUSTANG TIMES	PUBLICATIONS	3/2015	MT93568	44.55
15-1643	01-O0090	OK EMPL SECURITY COMM	Q1 2015 REPORT	3/2015	201503240850	449.54
15-1634	01-U0220	USAVISION GROUP ACCOUNTS	RETIREE INSURANCE	3/2015	201503240844	39.00
15-0556	01-W0001	WHEATLEY, SEGLER, OSBY & MILEGAL SERVICES		4/2015	201504010931	612.00
DEPARTMENT TOTAL:						4,872.95
DEPARTMENT: 12 LIBRARY						
15-1473	01-02560	MIDWEST TAPE	DVDS, AUDIOS, MUSIC	3/2015	92653226	521.76
15-1350	01-A0060	CHARRICK ASSOCIATES	SWITCH LOCKS	3/2015	F74981	297.00
15-1457	01-A0126	LE ACKER, INC.	CASTERS FOR LIB. CART	3/2015	43937	56.00
15-0762	01-B1023	BAKER N TAYLOR	BOOKS FOR COLLECTION	3/2015	5013532231	70.64
15-0866	01-B1023	BAKER N TAYLOR	BOOKS FOR CHILDREN & TEEN	3/2015	5013532232	19.04
15-1169	01-B1023	BAKER N TAYLOR	BOOKS FOR COLLECTION	3/2015	5013532235	324.57
15-1474	01-B1023	BAKER N TAYLOR	CHILDRENS BOOKS	3/2015	5013532233	16.72
15-0111	01-C0085	A CHANCE TO CHANGE FOUNDATI	EMPLOYEE ASSISTANCE	3/2015	201503310926	12.00
15-1640	01-G098	GREY HOUSE PUBLISHING	BOOK FOR LIBRARY	3/2015	905580	154.00
15-1643	01-O0090	OK EMPL SECURITY COMM	Q1 2015 REPORT	3/2015	201503240850	582.13
15-0308	01-T0034	CENGAGE LEARNING, INC	LARGE PRINT BOOKS	3/2015	54625764	485.42
15-1545	01-W0033	WARRANTEE CARPET CLEANING,	CLEANING OF MAIN LIBRARY	3/2015	21052	2,475.00
DEPARTMENT TOTAL:						5,014.28

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 PARKS AND RECREATION						
15-1685	01-00230	LAWRENCE GRECH	BALLOON ARTIST/EVENT	4/2015	763	175.00
15-1422	01-00530	TODD D. ABRELL	REPAIR WEIGHT ROOM EQUIP.	3/2015	6460	91.00
15-1513	01-00530	TODD D. ABRELL	REPAIRS TO ELLIPTICALS	3/2015	6460A	197.00
15-1654	01-00530	TODD D. ABRELL	REPAIRS TO WEIGHT EQUIPME	3/2015	6460B	202.14
15-1650	01-05320	TERESA PENDELL	TABLE CLOTHS FOR EVENT	3/2015	29151	202.00
15-0338	01-A0114	PHIL & HELEN SCHUMINSKY MUS	STORAGE RENTALS	3/2015	201503270859	87.00
15-0111	01-C0085	A CHANCE TO CHANGE FOUNDATI	EMPLOYEE ASSISTANCE	3/2015	201503310926	18.00
15-1639	01-C0168	VERONICA CASTANADA	RENTAL REFUND	3/2015	201503240847	100.00
15-1671	01-H0104	KENNETH HARDWICK	MEASUREMENT OF WH PARK	3/2015	201503310915	350.00
15-0946	01-N0025	FIRST CHOICE COFFEE	COFFEE & SUPPLIES	3/2015	104207	13.50
15-0946	01-N0025	FIRST CHOICE COFFEE	COFFEE & SUPPLIES	4/2015	105497	93.60
15-0322	01-N0108	SPRINT SOLUTIONS, INC.	CELL PHONES FOR ASP/CAMP	3/2015	597274785-083	155.46
15-1624	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	3/2015	201503200838	70.28
15-1643	01-O0090	OK EMPL SECURITY COMM	Q1 2015 REPORT	3/2015	201503240850	1,350.61
15-1391	01-W0020	WALMART COMMUNITY BRC	SPECIAL EVENT SUPPLIES	3/2015	201503240854	428.30
DEPARTMENT TOTAL:						3,533.89
DEPARTMENT: 15 GENERAL GOVERNMENT						
15-0312	01-03660	COX COMMUNICATIONS	TELEPHONE/INTERNET	3/2015	201503240841	6,256.92
15-0338	01-A0114	PHIL & HELEN SCHUMINSKY MUS	STORAGE RENTALS	3/2015	201503270859	230.00
15-0313	01-D0088	DEPT OF CORRECTIONS	INMATE LABOR	3/2015	UNC2015-MUS-3126	45.77
15-0280	01-H0040	BILLY R HOWELL	PEST CONTROL	4/2015	201504010928	600.00
15-0131	01-K0127	KG HOLDINGS	STAGE INCENTIVE PAY	3/2015	201503200833	4,833.33
15-0170	01-N0025	FIRST CHOICE COFFEE	CITY HALL COFFEE SERVICE	3/2015	104803	33.70
15-1642	01-O0010	OKLAHOMA NATURAL GAS	GAS SERVICE	3/2015	201503240848	321.29
15-1713	01-O177	OK TAX COMM.	SALES TAX PAYABLE	4/2015	201504020933	1,338.60
15-0374	01-P1051	PITNEY BOWES	BULK POSTAGE	3/2015	201503240842	4,203.70
15-0662	01-S0085	SILVER STAR CONSTRUCTION	COMAINTENANCE CONTRACT	3/2015	23099	60,493.75
15-1615	01-S0085	SILVER STAR CONSTRUCTION	COMAINTENANCE CAP	3/2015	23100	8,696.51
DEPARTMENT TOTAL:						87,053.57
DEPARTMENT: 18 TOWN CENTER						
15-1440	01-A0060	CHARRICK ASSOCIATES	DUPLICATE KEYS	3/2015	F75054	3.30
15-0111	01-C0085	A CHANCE TO CHANGE FOUNDATI	EMPLOYEE ASSISTANCE	3/2015	201503310926	3.00
15-1387	01-C5547	CONSTRUCTION BUILDING SPECI	REPLACE DOOR CLOSER	3/2015	57584-IN	723.16
15-1293	01-E0065	INTERLINE BRANDS, INC	CLEANING SUPPLIES	3/2015	332072453	1,091.66
15-1165	01-H0071	HUNZIKER BROTHERS	LIGHT BULBS	3/2015	S1579502.001	152.00
15-0123	01-K0033	KONE, INC	ELEVATOR MAINTENANCE	3/2015	221703794A	403.16
15-1651	01-K0033	KONE, INC	ELEVATOR MAINTENANCE	3/2015	221703794	295.30
15-1617	01-O0010	OKLAHOMA NATURAL GAS	GAS SERVICE	3/2015	201503200836	284.60
15-1643	01-O0090	OK EMPL SECURITY COMM	Q1 2015 REPORT	3/2015	201503240850	105.63
15-1587	01-O0179	OK DEPT OF LABOR	BOILER INSPECTION	3/2015	563629	25.00
15-1655	01-P0055	PLUMBCO, INC	REPAIRS TO FOUNTAIN, TOIL	3/2015	201503260858	365.00
DEPARTMENT TOTAL:						3,451.81

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 19 BALL COMPLEX						
15-1637	01-00560	JAMES HILLIS	PORTABLE RR SERVICE	3/2015	12275	110.00
15-1666	01-00560	JAMES HILLIS	PORTABLE RESTROOM	4/2015	12170	386.50
15-1054	01-04550	MOBILE MINI	CONCESSION BUILDING RENTA	3/2015	111444439	21.53
15-1638	01-04550	MOBILE MINI	PORTABLE POTTIES	3/2015	201503240846	80.00
15-1618	01-B0154	ICE MAKER SALES & SERVICE,	REPAIR ICE MACHINE	3/2015	1035099	815.21
15-0586	01-B1019	BEN E KEITH FOOD SERVICE	FOOD FOR CONCESSIONS	3/2015	62672110	1,478.08
15-1598	01-B1019	BEN E KEITH FOOD SERVICE	SUPPLIES FOR CONCESSION	4/2015	62682753	2,268.88
15-0111	01-C0085	A CHANCE TO CHANGE FOUNDATI	EMPLOYEE ASSISTANCE	3/2015	201503310926	3.00
15-0184	01-E0065	INTERLINE BRANDS, INC	CONCESSION SUPPLIES	3/2015	332440015	356.99
15-0779	01-I1119	STEPHEN WHOLESALE CO, INC.	CONCESSION SUPPLIES	3/2015	6256649	3,380.13
15-0779	01-I1119	STEPHEN WHOLESALE CO, INC.	CONCESSION SUPPLIES	4/2015	6262245	102.40
15-1624	01-00055	OG&E COMPANY	ELECTRIC SERVICE	3/2015	201503200838	134.40
15-1643	01-00090	OK EMPL SECURITY COMM	Q1 2015 REPORT	3/2015	201503240850	192.37
15-0631	01-P0144	BOTTLING GROUP, LLC	BEVERAGES FOR CONCESSION	3/2015	95182857	805.63
15-1600	01-P0144	BOTTLING GROUP, LLC	DRINKS FOR CONCESSION	3/2015	8842405	4,018.06
15-1600	01-P0144	BOTTLING GROUP, LLC	DRINKS FOR CONCESSION	4/2015	786800	205.29
15-1673	01-S0010	SAM'S CLUB	MISC. SUPPLIES	3/2015	201503310922	260.17
15-1238	01-W0098	WORTH INC.	SOFTBALLS FOR LEAGUES	4/2015	82989117	3,222.03
DEPARTMENT TOTAL:						17,840.67
DEPARTMENT: 20 AQUATICS						
15-1643	01-00090	OK EMPL SECURITY COMM	Q1 2015 REPORT	3/2015	201503240850	90.66
DEPARTMENT TOTAL:						90.66
DEPARTMENT: 21 FINANCE						
15-0111	01-C0085	A CHANCE TO CHANGE FOUNDATI	EMPLOYEE ASSISTANCE	3/2015	201503310926	21.00
15-1643	01-00090	OK EMPL SECURITY COMM	Q1 2015 REPORT	3/2015	201503240850	804.85
15-1645	01-P0151	PITNEY BOWES	LEASE PAYMENT ON SORTER	3/2015	1045641-MR15	2,605.35
15-1465	01-S0093	SMART TECHNOLOGIES INC	LABOR - INSTALL COMPUTERS	3/2015	716289	330.00
DEPARTMENT TOTAL:						3,761.20

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
15-1577	01-02950	VERIZON WIRELESS	CELL PHONE BILLS	4/2015	59742699596	229.62
15-0111	01-C0085	A CHANCE TO CHANGE FOUNDATI	EMPLOYEE ASSISTANCE	3/2015	201503310926	15.00
15-1694	01-M0001	MUSTANG NEWS	LEGAL PUBLICATIONS	4/2015	59591	148.60
15-1643	01-00090	OK EMPL SECURITY COMM	Q1 2015 REPORT	3/2015	201503240850	659.14
15-1227	01-0065	OK CODE ENFORCEMENT ASSOC	CODE ENFORCEMENT CONFEREN	3/2015	56217	100.00
15-0380	01-01075	OK UNIFORM BUILDING CODE CO	COLLECTION OF STATE FEES	4/2015	201504020934	212.00
15-1576	01-01075	OK UNIFORM BUILDING CODE CO	COLLECTION OF STATE FEES	4/2015	201504020935	224.00
DEPARTMENT TOTAL:						1,588.36
DEPARTMENT: 41 POLICE						
15-1362	01-01040	BOARD OF TESTS	INTOXILYZER CLASS	3/2015	3593	62.00
15-1497	01-A0220	AMTEC LESS-LETHAL SYSTEMS,	AMMUNITION	3/2015	31324	1,297.00
15-1583	01-B0156	BROWNELLS, INC	FIREARMS REPLACEMENT PART	3/2015	11079099.00	775.89
15-0111	01-C0085	A CHANCE TO CHANGE FOUNDATI	EMPLOYEE ASSISTANCE	3/2015	201503310926	93.00
15-1696	01-M0237	STEPHEN L. ROBERTSON	IMPOUND OF VEHICLE	4/2015	13217	218.25
15-0049	01-N0025	FIRST CHOICE COFFEE	COFFEE SERVICE	3/2015	104802	41.50
15-1617	01-00010	OKLAHOMA NATURAL GAS	GAS SERVICE	3/2015	201503200836	236.27
15-1643	01-00090	OK EMPL SECURITY COMM	Q1 2015 REPORT	3/2015	201503240850	3,933.20
15-1553	01-P0055	PLUMBCO, INC	REPLACE WATER INLET LINE	3/2015	201503240855	1,654.00
15-1580	01-P0068	DAVID W. BURGST	CALL FOR SERVICE CARDS	3/2015	3668	275.00
15-0949	01-S0088	SPECIAL OPS UNIFORMS, INC	REPLACEMENT VESTS	3/2015	229802	766.50
15-1581	01-S0206	STOLZ TELECOM, LLC	REPAIR/REPLACE HEADSET	3/2015	1038	235.00
15-1595	01-S0206	STOLZ TELECOM, LLC	TROUBLESHOOT DISPATCH	3/2015	4802-0	180.00
15-0034	01-T1055	TOWN PLAZA CLEANERS	UNIFORM/JAIL CLEANING	4/2015	201504020932	338.00
15-0270	01-U0005	ACCURACY INC	AMMUNITION FOR POLICE DEP	3/2015	150436	239.00
15-1210	01-W0020	WALMART COMMUNITY BRC	OFFICE SUPPLIES, JAIL SUP	3/2015	201503240852	173.13
DEPARTMENT TOTAL:						10,517.74
DEPARTMENT: 42 ANIMAL CONTROL						
15-1283	01-02950	VERIZON WIRELESS	CELL PHONE SERVICE	4/2015	9742699596A	64.38
15-0111	01-C0085	A CHANCE TO CHANGE FOUNDATI	EMPLOYEE ASSISTANCE	3/2015	201503310926	3.00
15-1643	01-00090	OK EMPL SECURITY COMM	Q1 2015 REPORT	3/2015	201503240850	69.56
15-1210	01-W0020	WALMART COMMUNITY BRC	OFFICE SUPPLIES, JAIL SUP	3/2015	201503240852	23.49
DEPARTMENT TOTAL:						160.43

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 51 FIRE						
15-1135	01-01250	JOE N GODDARD	STORM SIREN REPAIR #3	3/2015	7132-14-228	765.00
15-1509	01-02840	WEATHERFORD PRESS	HATS FOR FIRE UNIFORMS	3/2015	29369	650.00
15-1591	01-04760	RE-MAN SHACK INC. IV	BATTERIES FOR QUINT 1	3/2015	20095	309.98
15-1382	01-A0110	ALL SEASON BUILDING SUPPLY,	BUILDING MAINTENANCE	3/2015	22597	66.05
15-1608	01-A0194	AIRGAS, INC.	REFILL OF OXYGEN	3/2015	9037511697	110.04
15-1551	01-C0065	CASCO INDUSTRIES, INC.	HELMET SHIELDS	3/2015	153753	380.00
15-1584	01-C0065	CASCO INDUSTRIES, INC.	BUNKER BOOTS	3/2015	150197A	660.00
15-0111	01-C0085	A CHANCE TO CHANGE FOUNDATI	EMPLOYEE ASSISTANCE	3/2015	201503310926	54.00
15-0136	01-C1118	CLEANERS OF PEBBLECREEK	UNIFORM CLEANING	3/2015	D36556	9.95
15-1669	01-L1040	LINKS LAWN EQUIPMENT	OIL FILTER & AIR FILTER	3/2015	16352	49.91
15-1347	01-M0218	MUSTANG MUFFLER	GENERATOR MUFFLER	3/2015	201503240851	275.00
15-1631	01-N0110	NFPA	SUBSCRIPTION DUES	3/2015	6386534x	1,255.50
15-1642	01-00010	OKLAHOMA NATURAL GAS	GAS SERVICE	3/2015	201503240848	558.32
15-1379	01-00025	O'REILLY AUTOMOTIVE, INC	VEHICLE REPAIRS/MAINT	3/2015	0309-437243	24.96
15-1643	01-00090	OK EMPL SECURITY COMM	Q1 2015 REPORT	3/2015	201503240850	2,658.64
15-1259	01-W0020	WALMART COMMUNITY BRC	MISC. SUPPLIES	3/2015	201503240853	100.40
15-0130	01-W0037	NORTHERN SAFETY CO., INC.	REPAIR SCBA'S	3/2015	901344706	145.00

DEPARTMENT TOTAL: 8,072.75

DEPARTMENT: 61 STREETS						
15-1697	01-C0010	CADDO ELECTRIC CO-OP INC	ELECTRIC SERVICE	4/2015	201504010929	1,817.21
15-1656	01-00055	OG&E COMPANY	ELECTRIC SERVICE	3/2015	201503260857	107.49

DEPARTMENT TOTAL: 1,924.70

FUND TOTAL: 156,001.92

FUND: 07 - LIBRARY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
15-0811	01-S0010	SAM'S CLUB	BEVERAGES FOR RESALE	3/2015	201503310923	79.42
DEPARTMENT TOTAL:						79.42
FUND TOTAL:						79.42

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PURCHASE ORDER CLAIM REGISTER

PAGE: 7

FUND: 12 - 2012 GO BOND-TOWN CENTER

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15 ADMINISTRATION						
15-0948	01-C0111	PUTSI, INC.	SHELVING UNITS, PANELS	3/2015	3589	4,269.44
15-1452	01-M0256	MEDLEY MATERIAL HANDLING	SCISSOR LIFT	3/2015	SE1000656	17,392.45
15-1370	01-S1002	STERLING J. BEECROFT	INSTALL PLUG BOXES	3/2015	3881	450.00
15-1372	01-X1111	GLYNES LARUE	EDUCATION ROOM EQUIPMENT	3/2015	25829	10,137.67
DEPARTMENT TOTAL:						32,249.56
FUND TOTAL:						32,249.56

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PURCHASE ORDER CLAIM REGISTER

PAGE: 8

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 PARK AND RECREATION						
15-1661	01-H4401	HUNTER PLUMBING	PLUMBING WORK @ CONCESSIO	4/2015	1217	3,996.21
DEPARTMENT TOTAL:						3,996.21
DEPARTMENT: 41 POLICE						
15-1649	01-0177	OK TAX COMM.	TAG FOR NEW TRUCK	3/2015	201503250856	49.00
DEPARTMENT TOTAL:						49.00
FUND TOTAL:						4,045.21

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
15-1612	01-01920	MCMC, LLC	WORKERS COMP CLAIM	3/2015	201503200832	6.00
15-1691	01-01920	MCMC, LLC	WORKERS COMP CLAIM	3/2015	201503310918	49.20
15-1611	01-03360	EDMOND SPINE & ORTHOPEDIC SW	WORKERS COMP CLAIM	3/2015	201503200830	83.81
15-1692	01-M0240	HEALTHSMART BENEFIT SOLUTIO	WORKERS COMP CLAIM	3/2015	201503310919	140.00
15-1636	01-O0092	BOARD OF REGENTS OF THE UNI	WORKERS COMP CLAIM	3/2015	201503240845	4,505.96
15-1690	01-O1017	ORTHOPEDIC ASSOCIATES	WORKERS COMP CLAIM	3/2015	201503310917	221.69
15-1614	01-P0149	PHARMTOX SOLUTIONS	WORKERS COMP CLAIM	3/2015	201503200831	3,680.19
15-1693	01-S0300	PAUL SMITH	WORKERS COMP CLAIM	3/2015	201503310920	6.22

DEPARTMENT TOTAL: 8,693.07

FUND TOTAL: 8,693.07

March 2015 PAYROLL

<u>DEPT</u>		
511		\$ 26,536.43
512		\$ 25,140.37
513		\$ 55,594.78
518		\$ 4,999.19
519		\$ 8,545.93
520		\$ 2,289.30
521		\$ 37,751.94
531		\$ 28,972.83
541		\$ 189,379.59
542		\$ 2,895.63
543		\$ 1,354.46
551		\$ 116,098.85
TOTAL		\$ 499,559.30

MARCH 2015**VISA**

511	\$ 767.13
515	\$ 1,976.77
551	\$ 889.84
512	\$ 2,218.59
541	\$ 1,411.43
513,518	\$ 5,426.98
531	\$ 414.19
521	\$ 26.37
TOTAL	\$ 13,131.30

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO.** F-3
2. **DATE** April 7, 2015
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 \$5,652.95 excluding collection agency fees.
7. **STAFF SOURCE:** Janet Watts
8. **FINANCIAL IMPACT:** Bad debt write-off of \$5,652.95
9. **STAFF COMMENTS:** Recommends turning accounts over to collections.
10. **CITY ATTORNEY'S COMMENTS:**
11. **RESOLUTION/ORDINANCE NO.** N/A

04/07/2015

ACCOUNT NUMBER	NAME	SERVICE ADDRESS	MAILING ADDRESS	BALANCE	AGENCY FEE	TOTAL FEE
12-0029-01-0 START DATE: 3-31-00 FINAL DATE: 2-25-15	ACTION LOCK	220/22 W SH 152 MUSTANG, OK 73064	PO BOX 612 MUSTANG, OK 73064	\$ 1,359.17		
06-0117-02-0 START DATE: 1-7-11 FINAL DATE: 2-9-15	BOONE, CHRIS & WENDY	930 W RIDGECREST WAY MUSTANG, OK 73064	11704 HOLLYROCK COURT YUKON, OK 73099	\$ 226.88		
09-0107-09-0 START DATE: 3-19-10 FINAL DATE: 2-9-15	BRUNK, DEBORAH	1126 S HIGHLAND DR MUSTANG, OK 73064	917 S SPRING CREEK DR MUSTANG, OK 73064	\$ 324.72		
18-0028-14-0 START DATE: 7-1-14 FINAL DATE: 2-2-15	CARTER, MELISSA	208 N MONOCOUE TERR MUSTANG, OK 73064	2728 SW 80TH ST OKC, OK 73159	\$ 30.77		
12-0084-00-0 START DATE: 9-18-96 FINAL DATE: 1-26-15	CASTLELAND - COOPER JIMMY CASTLELAND DAY CARE	819 S MUSTANG RD MUSTANG, OK 73064	PO BOX 1366 MUSTANG, OK 73064	\$ 694.64		
12-0019-08-0 START DATE: 6-22-02 FINAL DATE: 1-30-15	DITATA, SAMANTHA	525 S MUSTANG RD MUSTANG, OK 73064	10508 PAISLEY YUKON, OK 73099	\$ 88.55		
09-0332-02-0 START DATE: 8-22-06 FINAL DATE: 2-18-15	HAMILTON, STEPHEN	660 S PHILBROOK CT DR MUSTANG, OK 73064	225 LAKESHORE DR PADUCAH, KY 42001	\$ 57.51		
22-0538-02-0 START DATE: 5-25-12 FINAL DATE: 2-6-15	JONES, HEATHER	508 N LILY ANN TERR MUSTANG, OK 73064	7114 NW 45TH ST BETHANY, OK 73008	\$ 30.72		
05-0181-02-0 START DATE: 10-10-14 FINAL DATE: 2-6-15	KNIGHT, MELANIE	306 N WESTCHESTER WAY MUSTANG, OK 73064	712 S WILLOWOOD DR YUKON, OK 73099	\$ 142.64		
23-0055-06-0 START DATE: 9-12-11 FINAL DATE: 2-3-15	MCDONALD, JANE	717 W HORIZON WAY MUSTANG, OK 73064	4308 N WALLSTREET WARR ACRES, OK 73122	\$ 25.77		
50-8792-00-0 START DATE: 12-12-03 FINAL DATE: 2-18-15	MITCHELL, JAY	1801 E SW 89TH MUSTANG, OK 73064	PO BOX 1181 MUSTANG, OK 73064	\$ 34.31		
21-0067-09-0 START DATE: 8-30-13 FINAL DATE: 2-6-15	NOBLE, APRIL	216 N CANADIAN TERR MUSTANG, OK 73064	216 N CANADIAN TERR MUSTANG, OK 73064	\$ 192.60		
01-0297-03-0 START DATE: 4-3-09 FINAL DATE: 1-21-15	PERFORMANCE PAINTLESS, INC.	536 W SH 152, STE 103 MUSTANG, OK 73064	536 W SH 152, STE 103 MUSTANG, OK 73064	\$ 434.23		
11-0093-09-0 START DATE: 8-26-11 FINAL DATE: 2-3-15	RAMOS, AZENETH	435 W GREENWOOD DR MUSTANG, OK 73064	2000 S MUSTANG RD APT 3405 YUKON, OK 73099	\$ 380.95		
05-0086-03-0 START DATE: 8-24-07 FINAL DATE: 2-17-15	REYNOLDS, JONATHAN & JENNIFER	1033 W DORCHESTER WAY MUSTANG, OK 73064	4612 PIKEY'S TRAIL TUTTLE, OK 73089	\$ 110.11		
22-0306-10-0 START DATE: 12-30-13 FINAL DATE: 2-18-15	RITCHARDS, JOHN	112 E PEACHTREE TERR MUSTANG, OK 73064	507 W DIVISION UNION CITY, OK 73090	\$ 112.46		
06-0034-05-0 START DATE: 5-1-14 FINAL DATE: 2-2-15	SMITH, HEATHER	1029 W GRIGGS WAY MUSTANG, OK 73064	1610 S LORRAINE ST MIDLAND, TX 79701	\$ 167.85		
12-0067-03-0 START DATE: 4-14-14 FINAL DATE: 1-29-15	SPARKS, JENNIFER	1201 S SNYDER DR MUSTANG, OK 73064	205 S IRVING DR MOORE, OK 73160	\$ 574.72		
21-0068-05-0 START DATE: 10-10-05 FINAL DATE: 1-30-15	VERNON, STEVEN	220 N CANADIAN TERR MUSTANG, OK 73064	220 N CANADIAN TERR MUSTANG, OK 73064	\$ 254.72		
21-0208-11-0 START DATE: 2-26-14 FINAL DATE: 2-18-15	WHITCOMB, NATASHA	2009 EAST HILL TERR MUSTANG, OK 73064	1026 W GRIGGS WAY MUSTANG, OK 73064	\$ 134.81		
12-0199-05-0 START DATE: 7-20-12 FINAL DATE: 2-2-15	WASABI	327 W SH 152 STE 105 MUSTANG, OK 73064	210 N PEBBLE CREEK TERR #302 MUSTANG, OK 73064	\$ 274.82		

ACCOUNTS: 21

TOTALS: \$ 5,652.95 \$ 1,978.53 \$ 7,631.48

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-4

2. MEETING DATE: April 7, 2015

3. TITLE:

Discussion, Consideration and Possible Action to Approve Resolution No. 15-049 for a Budget Supplemental in the Impound Fee Fund for the Fiscal Year 2014-2015.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The Council approved Ordinance #1102 on May 8, 2014 amending Chapter 114, Article IX, by renaming Article IX to "Impoundment of Vehicles". Section 114-568 (c) states for vehicles impounded under the authority of sections 114-566 (4) through (10), such order of release shall be conditioned upon the payment of an impound fee in the amount of \$100 by the person to whom the release is issued.

The City expects to see a continued growth within this fund by the end of fiscal year 2015.

A supplemental appropriation to increase the Impound Fund in the amount of \$10,000 to be appropriated in fiscal year 2015.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Chuck Foley, Police Chief

10. ORDINANCE /RESOLUTION NO. 15-049

RESOLUTION NO. 15-049

A RESOLUTION TO MAKE CHANGES IN THE IMPOUND FEE FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2014-2015 FISCAL YEAR BUDGET BY \$10,000.

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

WHEREAS, The City expects to see a continued growth within this fund by the end of fiscal year 2015

WHEREAS, the Council desires to appropriate funds;

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

SUPPLEMENTAL APPROPRIATION

Revenues:	
Transfer from Court (04-46803)	<u>\$10,000</u>
Total	<u>\$10,000</u>
Expenditures:	
Restricted Fund Balance (04-541-5555)	<u>10,000</u>
Total	<u>\$10,000</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **7th** day of **April 2015**.

Mayor

ATTEST:

City Clerk

City of Mustang
City Council
Agenda Item Commentary

1. **ITEM NO.** F-5
2. **MEETING DATE:** 4-7-2015
3. **TITLE:** Approval of **Resolution 15-050** supplementing the General Fund Budget for donations to parks and recreation for Programming
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Jean Heasley, Assistant Parks Director
6. **BACKGROUND:**

The Parks Department has offered businesses the opportunity to sponsor events. The sponsorships will go to pay for supplies needed to run Parks and Recreation special events.
7. **FINANCIAL IMPACT:** \$ 3,673.00
8. **STAFF COMMENTS:** Staff recommends approval
9. **STAFF SOURCE** Jean Heasley , Parks and Recreation Assistant Director

RESOLUTION NO. 15-050

A RESOLUTION TO MAKE CHANGES IN THE GENERAL FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2014-2015 FISCAL YEAR BUDGET BY \$3,673.

WHEREAS, the City has received sponsorships for park programming; and

WHEREAS, the City Council desires to appropriate funds;

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

SUPPLEMENTAL APPROPRIATION

Revenues:

Donation Revenue (01-45100)	\$ 3,673
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Expenditures:

Special Events (01-513-5302)	<u>\$3,673</u>
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Total	<u>\$3,673</u>
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This is to certify that the above and foregoing Resolution was duly **ADOPTED** and **APPROVED** by the Mayor and City Council this 7th day of April 2015

ATTEST:

City Clerk

Mayor

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NUMBER F-6
2. MEETING DATE: April 7, 2015
3. TITLE: Oklahoma Municipal Retirement Fund Proposed Amendment, Restatement and Continuation Trust Indenture
4. COUNCIL ACTION: Vote for or against the Amendment
5. INITIATOR: Laura Anderson, Human Resources Director
6. BACKGROUND: Although this will not affect our retirement plan through OkMRF, the attached Trust Indenture will allow Defined Contribution participants to obtain their individual balances on a daily basis rather than monthly. The City is not a participant in the Defined Contribution plan (we participate in the Defined Benefit plan), however, we are a member of the master plan and as such, asked to vote on the amendment
7. FINANCIAL IMPACT: None
8. STAFF COMMENTS: This is a welcome change for the Defined Contribution participants and staff recommends approval.
9. STAFF SOURCE: Laura Anderson, Human Resources Director



MEMORANDUM

TO: Oklahoma Municipal Retirement Fund

FROM: Jodi S. Cox, Executive Director & CEO

DATE: March 10, 2015

RE: Oklahoma Municipal Retirement Fund Trust Indenture Amendment and Restatement – Summary of Material Changes

The following summary compares the old version of the Oklahoma Municipal Retirement Fund Trust Indenture with proposed version as set before you for approval.

Trust Indenture Amendment and Restatement

<u>Sec.</u>	<u>Feature</u>	<u>Current Version</u>	<u>Newly-Approved Version</u>
1.2	Continuation of Trust	None.	Trustees will certify effective date of trust indenture upon acquiring 2/3 votes, securing applicable vendor contracts and obtaining individual DC/CMO master plan documents with joinders.
2.1	Definitions	None.	Daily Valuation Date defined.
4.2	Valuations	DB and DC Systems valued monthly.	DB Systems remain monthly. DC Systems valued each Daily Valuation Date.
4.3	Units of Participation	DB and DC Systems unitized using same method.	DB Systems unitized using same unit method. DC Systems can be unitized using units or dollars.
5.2	Costs and Expenses	Did not address individual participant fees.	Provides for a means to charge a DC plan participant individually, if they want specialized services, such as, but not limited to: loans, investment advice, brokerage fees, etc.
6.3	Required Appointments	None.	Recordkeeper(s) defined.

<u>Sec.</u>	<u>Feature</u>	<u>Current Version</u>	<u>Newly Approved Version</u>
10.1	Authorization of Trustees	None.	Modified language to add securities or investments permissible under applicable law.
11.3	Investment of Funds	DB and DC Systems investment of funds using same method.	Accounting for DC Systems separated out to account for investing more frequently.
11.4	Liquidating Payments	DB and DC Systems used same liquidation method.	DC Systems separated out to account for liquidating payments more frequently.

**Proposed
Amendment, Restatement and Continuation
Trust Indenture explanation**

Each Oklahoma Municipal Retirement Fund (OkMRF) member operates under two documents – the *Master Plan Document with Joinder Agreement* and the *Trust Indenture*. The Trust Indenture provides for the organization and administrative procedures of the OkMRF trust. In order for any changes to be made to the Trust Indenture, two-thirds of the OkMRF membership must approve the change.

Before you is a request from the OkMRF trustees to approve an Amended and Restated Trust Indenture. The change does not directly impact the Defined Benefit (DB) plans or any pension benefits. It does impact members with Defined Contribution (DC) and related Customized Manager Option (CMO) plan(s). Yet, it requires each of you to consider a **resolution ballot** to secure the two-thirds vote.

Up until this proposed amendment, the applicable rules for DB, DC and CMO members were identical. With the amendment before you, OkMRF is suggesting separate accounting rules for the Defined Contribution Systems. This would be a favorable and welcomed change to enable DC/CMO participants to obtain their individual balances on a daily basis rather than monthly.

DB Members action required:

After voting and returning the enclosed resolution on the Trust Indenture amendment, there will be no further action needed.

DC and CMO Members further action required:

After voting and returning the enclosed resolution on the Trust Indenture amendment, provided amendment passes, the trust Administrator will then forward a related Master Plan Document with Joinder Agreement that will need to be presented to your governing body for approval and signature. The revised Master Plan with Joinder Agreement will include the updated IRS approved plan document along with necessary changes to implement daily recordkeeping.

The affected sections as outlined and explained on the attached **MEMORANDUM** are also highlighted for your convenience on the Trust Indenture attached to the Resolution as **Exhibit “1”** and will go into effect at a later date which will be certified by the OkMRF Trustees after:

- Two-third majority vote is secured;
- Contracts for daily recordkeeping with related vendors are properly in place; and
- Individual DC and CMO Master Plans with Joinder Agreements are signed and received.

Enclosed please find a resolution which should be submitted to your Retirement Committee (governing body) for approval on your next available Council/Board meeting date. A certified copy of the resolution needs to be returned to the OkMRF offices on or by May 15, 2015. When necessary votes are received and effective date certified, we will forward the updated Trust Indenture document for your files.

Thank-you for taking the time to have your governing body address this simple but important change. OkMRF is super excited to effect this type of change for DC/CMO plan participants to have account balances, distributions, loans, etc. updated and processed more frequently.

Please call Jodi Cox, Chris Whatley or Kari Baser with any questions you might have at ext. 102, 103 and 104, respectively.

RESOLUTION NO. 15-051

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSTANG APPROVING AN AMENDED AND RESTATED TRUST INDENTURE FOR THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING AMENDMENTS TO THE TRUST TO AUTHORIZE DAILY VALUATIONS AND DAILY ACCOUNTING FOR ASSETS WITHIN THE MASTER DEFINED CONTRIBUTION PLANS ADMINISTERED BY OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR DAILY VALUATION OF PARTICIPANT ACCOUNTS IN THE DEFINED CONTRIBUTION PLANS ADMINISTERED BY OKLAHOMA MUNICIPAL RETIREMENT FUND AND PROVIDING PROCEDURES AND RULES FOR ACCOUNTING OF SUCH ASSETS; PROVIDING FOR EFFECTIVE DATE OF AMENDED AND RESTATED TRUST INDENTURE AND CONTINUING EXISTING TRUST AS AMENDED IN FULL FORCE AND EFFECT.

WHEREAS, the Board of Trustees of Oklahoma Municipal Retirement Fund have approved an Amended and Restated Trust Indenture of the Oklahoma Municipal Retirement Fund which makes various amendments to the Trust for purposes of allowing daily valuations and rules and procedures for accounting of assets in the Master Defined Contribution Plan which amendment is attached hereto as Exhibit "1"; and,

WHEREAS, the amendment can only become effective upon approval by a two-thirds (2/3) majority of the participating employers in the Oklahoma Municipal Retirement Fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mustang that the attached amendment to the Oklahoma Municipal Retirement Fund Trust Indenture is approved.

*****END*****

The foregoing Resolution was duly adopted and approved by the City Council of the City of Mustang, on the ____ day of _____, 2015, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).

MAYOR/CHAIRMAN

ATTEST:

CLERK/SECRETARY

**Highlighted
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EXHIBIT 1

TRUST INDENTURE ESTABLISHING OKLAHOMA MUNICIPAL RETIREMENT FUND

TRUST INDENTURE

OKLAHOMA MUNICIPAL RETIREMENT FUND

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ARTICLE I

Name

1.1 Name: The trust hereby created shall be designated and known as "OKLAHOMA MUNICIPAL RETIREMENT FUND."

1.2 Continuation of Trust. This Trust is an amendment, restatement and continuation of the existing Trust Indenture Establishing Oklahoma Municipal Retirement Fund. This amendment and restatement of the Trust is effective upon date set forth in a separate certification by the Trustees as the effective date of the conversion of the defined contribution System administration to a daily valuation basis; provided that, the effective date in such certification shall not be retroactive to a date prior to the date of the certification.

ARTICLE II

Definitions and Construction

2.1 Definitions: Where the following words and phrases appear in this Trust Indenture, they shall have the respective meanings set forth below, unless their context clearly indicates to the contrary.

Authorized Agent shall mean the person designated by each Employer to represent it in its transactions with the Trustees of this Trust and to perform such other duties as are set forth herein and in the system of such Employer.

Daily Valuation Date shall mean each business day of the Plan Year for which there is an established market value for System assets.

Employee shall mean any employee covered by the system of an Employer.

Employer shall mean: (1) each and every incorporated municipality in the State of Oklahoma; (2) public trusts having municipality(ies) as beneficiary(ies); (3) interlocal cooperatives created pursuant to 74 Oklahoma Statutes, Sections 1001, et seq., between municipalities and/or their public trust, and; (4) any other legal entity comprising a municipal authority as that term is used in Chapter 48 of Title 11 Oklahoma Statutes, which has adopted a plan or system as herein defined and which has become a participant in this trust according to the terms hereof.

Oklahoma Municipal League shall mean the wholly owned and financed instrumentality of its member city and town governments by that name, in existence since 1913 to perform common functions of each, and wholly controlled by an elected board of municipal officials.

System shall mean each and every employee's retirement fund and system created or adopted by an employer which is a participant in this trust.

Trust or Oklahoma Municipal Retirement Fund shall mean the Trust hereby created and may be used to refer collectively to all the assets at any time comprising the corpus and accumulated income thereof.

Trust Administrator shall mean the person, firm or corporation appointed by the Trustees to see to the day to day operations of the Trust and to perform such other duties as are herein specified.

Trustees shall mean the group or body composed of all Trustees serving hereunder at any particular time.

2.2 Construction: Any word appearing in this Trust Indenture denoting gender, whether masculine, feminine or neuter, shall, unless the context clearly indicates to the contrary, include any other gender. The words "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to this entire Trust Indenture, not to any particular provision or section. In all matters regarding this Trust, the decision of the Trustees shall control and the construction, interpretation, resolution of any conflicts or inconsistencies determined by the Trustees and their determination as to what should be supplied in the event of omission, shall be binding and conclusive upon all persons and for all purposes.

ARTICLE III

Trustees

3.1 Existing Trustees: The Trustees serving on the effective date of this amendment shall serve as such Trustees until their successors are elected and qualified as hereinafter provided. These Trustees shall be referred to as the existing Trustees.

3.2 Creation of District Boundaries: The State of Oklahoma shall be separated into eight districts for purposes of nomination of Trustees to the Oklahoma Municipal Retirement Fund. The eight districts shall be as shown on the attached map, and shall be numbered one through eight. The Trustees may, from time to time, amend the district boundaries as necessary by adopting a resolution setting forth amended district boundaries. No amendment to district boundaries shall disqualify a Trustee from completing his or her unexpired term.

3.3 Number of Trustees and Nominations: The Trustees of this Trust shall be nine (9) in number. The Trustees shall be nominated by participating employer(s) located within the district boundaries of the district for which nomination is made, except one Trustee shall serve at-large, and such at-large Trustee may be nominated by any employer. Such nominations shall be made by resolution of the employer and shall be filed with the Trust Administrator between May 20th and June 30th, both inclusive, of each year for terms expiring in that year. No nominations received by the Trust Administrator after June 30th, shall be considered.

3.4 Elections: After June 30th, the Trust Administrator shall prepare a ballot listing thereon the names and a brief resume of the background and experience of all nominees for the office for which said Trustee was nominated, (i.e., the district or at-large), and shall forward on or before July 20th of each year by certified mail a copy of the ballot to the authorized agent of each employer. The governing body of each employer shall be entitled to cast by resolution one vote for each office to be filled, provided no vote shall be split or cast in any fraction or part of the whole. The resolution shall direct the authorized agent to indicate the results of its voting on the ballot furnished by the Trust Administrator, and to return the ballot to the Trust Administrator. The ballot shall be returned to the Trust Administrator between July 20th and August 30th of each year, and no ballots received by the Trust Administrator after August 30th shall be counted. The nominee from each district receiving the largest number of votes shall be elected to the office of Trustee for the respective district. In the event of a tie, the Trust Administrator shall, on or before September 10th, prepare a second ballot listing thereon the names of the nominees receiving such equal number of votes, following the same procedure as provided for the first ballot, the governing body of the employers shall again vote, and the nominee(s) receiving the largest number of votes shall be elected. Tie vote ballots shall be returned to the Trust Administrator on or before October 20th, and no ballots received after that date shall be counted.

A ballot signed by the authorized agent of an employer shall be conclusive evidence of the vote or votes cast by such employer.

The Trust Administrator shall notify the employers of the final results of the election as soon as same is determined, and the Trustees so elected shall take office on October 1st, except in the case of Trustees elected on a tie vote ballot, who shall take office on November 1st.

3.5 Transitional Provisions: In 1994, the Trustee for the "at-large" position shall be elected, and in 1995 the Trustee for District No. 2 shall be elected. The initial terms for the offices of Trustees after adoption of this amendment shall expire as follows:

<u>Trustee District</u>	<u>Expiration</u>
No. 1	1998
No. 2	1995
No. 3	1997
No. 4	1994
No. 5	1996
No. 6	1996
No. 7	1995
No. 8	1997
At-large	1994

As soon as possible after the effective date of this amendment, the two newly created Trustee offices from District No. 2 and the At-Large position shall be filled by appointment by a majority of the existing Trustees for terms expiring as follows: District No. 2 expires in 1995, and Trustee at-large expires in 1994.

3.6 Terms of Office: Except as provided in Section 3.5, the Trustees so elected under this Trust Agreement shall serve for terms of five years, or until their successors are qualified.

3.7 Bonding Requirements: Each Trustee and Successor Trustee serving hereunder at any time shall be covered by a corporate surety bond in an amount equal to at least ten percent (10%) of the total value of the Trust assets as determined at the close of the last fiscal year of the Trust, in favor of the Trust hereby created and conditioned upon the full and faithful performance of all duties, obligations, and responsibilities hereby imposed upon such Trustees, provided that no such bond shall be required in an amount in excess of \$500,000.00 per Trustee. The cost of expense of such bond, which may be in the form of a blanket bond, shall be considered a proper operating expense of the Trust and shall be paid from the segregated operating funds held by the Trustees.

3.8 Filling Vacancies: Any vacancies in the Trustees occurring during any year may be filled by appointment by the Chairman with confirmation by the affirmative vote of a majority of the Trustees then serving. Any Trustee so appointed and confirmed by the Trustees shall hold office for the remainder of the term of the vacating Trustee, subject to the other provisions hereof, and until the election and qualification of his successor. Trustees appointed under this section shall meet the qualifications set forth in Section 3.15 of this Trust.

3.9 Officers and Duties: The Trustees shall elect from their membership the following officers who shall serve for a term of one (1) year or until their successors are elected, but any officer shall be considered eligible for election to succeed himself:

Chairman: The Chairman shall be the chief executive officer of the Trustees, and shall preside at all meetings of the members of the Trustees, and shall, after appropriate resolution of the Trustees, sign all contracts, deeds, and other formal instruments on

behalf of the Trustees, and shall sign all checks disbursing any part of the segregated Trust Operating Fund held by the Trustees.

Vice-Chairman: The Vice-Chairman shall in the absence of or during the disability of the Chairman, have all the powers and perform all the duties of the Chairman.

Secretary: Under the direction of the Trustees the Secretary shall have charge of the records of all proceedings of the Trustees and shall record minutes of all meetings of the Trustees, and shall attest to the signature of the Chairman on all documents or instruments requiring such signature, and shall make such reports and certifications, and shall perform such other duties as are incident to his office or may be required of him by the Trustees. One or more Assistant Secretary may be elected by the Trustees.

Treasurer: The Treasurer shall certify to the accuracy of all statements and reports relating to the assets of the Trust and shall countersign all checks disbursing any part of the segregated Trust Operating Fund held by the Trustees.

3.10 Office, Records and Meetings: The Trustees shall establish an office or offices with suitable space for meetings of the Trustees and for use of the Trust Administrator and other administrative personnel. The Trustees shall maintain accurate and detailed records and accounts of all their transactions. All books and records of the Trustees, the Administrator, and the Trust shall be kept in such office or offices or in such other specified place or places as the Trustees shall designate for safekeeping and or convenient, ready reference. The Trustees shall hold meetings in such office or offices, on a regular basis once each month, and at such other times upon the call of the Chairman or a majority of the Trustees. All books and records, including the record of the Trustees' proceedings shall be available at all reasonable times for inspection or audit by any employer, employee, or other interested person or persons.

3.11 Meetings: The meetings of the Trustees of the Oklahoma Municipal Retirement Fund shall be subject to the Open Meeting Act.

3.12 Quorum: At any meeting of the Trustees the presence of a majority of the Trustees then serving shall be necessary to constitute a quorum for all purposes, and the act of a majority of the Trustees present at any meeting at which there is a quorum shall be the act of all the Trustees, except as may otherwise be specifically provided by law or by this Trust Agreement.

3.13 Compensation: No Trustee or Successor Trustee serving hereunder shall be entitled to receive any compensation for his services as such Trustee, but all such Trustees shall be entitled to reimbursement out of the Trust Operating Fund held by the Trustees of all reasonable expenses, including a reasonable travel allowance incurred in order to attend meetings of the Trustees or to perform other necessary and proper duties incident to the office of such Trustee.

3.14 Systems for Reference: Each employer shall deliver to the Trustees a copy of the System established by such employer and any amendment thereto for convenience of reference, but the rights, powers, titles, duties, discretions, and immunities of the Trustees shall be governed solely by this instrument without reference to such System.

3.15 Qualifications, Disqualification, and Limitations: Each person nominated, elected, or appointed to serve as Trustee of this Trust shall be at the time he is to take office an officer of the employer, member of the governing body of the employer, or an active or retired participant in the system. (Active or retired participant shall mean an employee with an account balance or benefit remaining in the system.) For the district offices the Trustee shall be an officer or member of the governing body of an employer located in the district represented by the Trustee, and in the case of a retired or active participant the Trustee's participation must be with an employer located in the district for which the Trustee serves.

Any Trustee shall immediately be disqualified upon failing to meet any of the criteria for qualification as set forth above.

ARTICLE IV

Trust Assets

4.1 Assets and Interests: The assets of this Trust shall consist of such assets and the income therefrom, including such contributions as shall from time to time be made to the Trustees by each Employer under its System, or property for which any of the same shall be exchanged or into which any of the same shall be converted, together with any other assets from time to time held hereunder by the Trustees. All legal right, title and interest in and to the assets of the Trust shall at all times be vested exclusively in the Trustees or their nominee and no Employee shall be deemed to have a severable ownership of any asset of the Trust or any right of partition or possession thereof, but each Employer shall have a proportionate undivided interest therein, based upon the number of units of participation and the value of other assets allocated to its account, sharing ratably with other Employers in the income, gains or losses.

4.2 Valuations: The Securities Custodian(s) shall appraise and place valuations upon the assets of the Trust held by it as of the month end with respect to the assets of each defined benefit System and on each Daily Valuation Date for each defined contribution System. The Recordkeeper(s) shall appraise and place valuations upon the assets of each defined contribution System and the individual participant accounts of each Daily Valuation Date. Any Trust assets not held by the Securities Custodian(s) shall be appraised and valued by the Trustees on said date.

The valuation of all assets of the Trust shall be both at cost and at the fair market value thereof as determined by reference to the best available source or sources in the opinion of the Securities Custodian(s) and the Trustee, and both the Securities Custodian(s) and Trustees may rely on figures, or statements appearing in any reputable publication purporting to state sales prices, market quotations, values, bid and asking prices, or any facts affecting values and upon the opinion of one or more persons familiar with the reasonable market value of any assets to be valued, and shall incur no liability for error in any such valuations made in good faith.

4.3 Units of Participation:

(1) Defined Benefit Systems. This paragraph shall apply solely to the valuation of defined benefit System assets. As of each valuation date the invested portion of the Trust assets in the hands of the Securities Custodian(s) shall be divided into units of equal value for convenience in determining the proportionate interest of the plan or System of each separate Employer and the proportionate interest of each such Employer shall be expressed by the number of such units allocated thereto. The initial value of each such unit shall be Ten Dollars (\$10.00) and thereafter its value shall be a fractional portion of the established valuation of all assets of the Trust in the hands of the Securities Custodian(s) using one (1) as the numerator of such fraction and the total number of units participating in the Trust as the denominator. The Trustees may from time to time cause the units of the Trust to be divided into a greater number of units of lesser value or cause them to be combined into a lesser number of units of greater value. Units of participation in the invested portion of the Trust assets in the hands of the Securities Custodian(s) shall not be evidenced by any form of certificate, but the Trustee shall maintain a record of the number of units outstanding allocated to each Employer.

(2) Defined Contribution Systems. This paragraph shall apply solely to defined contribution System assets. The units of participation method described in Section 4.3(1) above may be used to determine the proportionate interest of each defined contribution System in the portion of the Trust attributable to defined contribution Systems. Alternatively, the proportionate interest of each defined contribution System may be determined directly as the market value of all participant accounts of a defined contribution System on a given Daily Valuation Date compared with the total market value of all participant accounts of all defined contribution Systems on such Daily Valuation Date.

ARTICLE V

Trust Expenses

5.1 Repealed April 1, 1991

5.2 Costs and Expenses: All costs and expenses incurred in the operation, administration, investment, and management of the Trust shall be paid from the Trust assets for and on behalf of the employees or other beneficiaries participating in the system, by the Securities Custodian(s) from the funds in its possession. The Trustees shall have discretion to allocate costs and expenses among the participating Systems in a reasonable manner. Disbursements from the Trust for expenses shall be made only upon approval by the Trustees. Provided, the Trustees are authorized to charge costs for special participant record keeping and reports to the requesting participants or Employer. Provided further, the Trustees and the Recordkeeper(s) shall have discretion to charge an employee's account for reasonable expenses directly related to that account. Nothing herein shall authorize the payment of any funds from the Trust assets except those funds necessary to pay the reasonable and necessary expenses of the operation, administration; investment, and management of the Trust for the benefit of the participating employees and their beneficiaries.

5.3 Repealed April 1, 1991

5.4 Repealed April 1, 1991

5.5 Equipment and Supplies: The Trustees are authorized to purchase such equipment and supplies as they shall deem necessary for the efficient operation, administration, and management of the Trust. Such payments shall be considered an expense of the Trust and the equipment and supplies so purchased shall be an asset of the Trust and shall be held by the Trustees as such and no Employer shall be deemed to have severable ownership therein or any right of partition or possession thereof, but each Employer shall have proportionate undivided interest therein as specified in Article IV hereof.

5.6 Budget: The Trust Administrator shall prepare an annual budget to include all anticipated costs and expenses of the Trust. The budget shall be submitted to the Trustees for approval at the June meeting. Monthly statements showing expenses shall be submitted to the Trustees at each regular monthly meeting.

ARTICLE VI

Administration and Management

6.1 Trustees Responsible: The Trustees shall be responsible for the operation, administration and management of the Trust and shall determine the general investment policy to be followed in the investment of the Trust assets and shall approve all investments either before or after the same are made or by establishing a list of specified authorized securities and other investment media in which Trust funds may be invested in accordance with the general investment policy.

6.2 Appointment of Advisors and Others: In order to carry out the responsibilities hereby imposed upon them, the Trustees shall appoint such advisors, consultants, agents and employees, each of whom may be such individual, firm or corporation as shall be deemed necessary or advisable and approved by the Trustees. Such individuals, firms or corporations may be retained or employed in such manner and upon such terms as shall seem appropriate and proper to the Trustees, either by contract or retainer, by regular full or part-time employment or by such other arrangements as shall be satisfactory to the Trustees and shall be subject to such bonding requirements as shall be established by the Trustees. The fees, commissions, salaries or other compensation of such advisors, consultants, agents or employees shall be paid by the Trustees from the Trust Operating Fund.

6.3 Required Appointments: In addition to others which may from time to time be determined to be necessary, the Trustees shall appoint the following advisors, consultants, agents or employees who shall perform the duties and services indicated below and such other duties and services as may from time to time be requested or directed by the Trustees, and who shall be responsible to the Trustees and shall attend all regular meetings of the Trustees:

Trust Administrator: The Trust Administrator shall be responsible to the Trustees for the day to day operation of the Trust, and shall on behalf of the Trustees,

- 1) Be responsible for the transmittal of communications from the Trustees to the Employers.
- 2) Receive or directly submit to the Recordkeeper(s) payroll and employment reports from Employers and maintain current employment, earnings, and contribution data on each covered employee of each Employer.
- 3) Certify to any proper and interested party the amount and duration of benefits to be paid from the Trust Fund.
- 4) Coordinate the activities of all other advisors, consultants, agents or employees appointed by the Trustees.
- 5) Maintain all necessary records reflecting the operation and administration of the Trust and Trust Operating Fund and submit detailed reports thereof to the Trustees at each regular meeting of the Trustees and at such other time or times as requested by the Trustees.

6) Process all claims for payment of benefits or expenses for approval of the Trustees.

7) File on behalf of the Trustees such reports or other information as shall be required by any State or Federal law or regulation.

Investment Counsel: The Investment Counsel shall be a professional, impartial and experienced person, firm or corporation and shall advise and assist the Trustees in the formation of general investment policy and in the acquisition and sale of specific securities or other investment media. Duties include, but are not limited to, searches, monitoring, reporting and recommending hiring or terminating managers. The Trustees shall consult with Investment Counsel regarding all trust investments but shall be under no specific obligation to strictly adhere to the advice or recommendations of such counsel.

Security Custodian(s): The Securities Custodian(s) shall hold all stocks, bonds and other securities of the Trust on behalf of the Trustees and shall buy, sell, exchange or otherwise deal with or contract with reference to such stocks, bonds and other securities as directed by the Trustees or as directed by authorized parties. The Securities Custodian(s) shall also provide safekeeping of all such securities and shall collect and disburse the income or proceeds thereof as directed by the Trustees and shall maintain accurate records regarding all investments, receipts, and disbursements and shall submit detailed reports to the Trustees at each regular meeting of the Trustees and at such other time or times as requested by the Trustees. All stocks, bonds or other securities so held by the Securities Custodian(s) may be held in the name of the Trustees or in his or its name as nominee or in the name of a nominee serving on behalf of the Security Custodian(s).

Actuary: The Actuary shall advise and assist the management of the Trust and shall, so often as directed by the Trustees but at least biannually, compute from data furnished by the Trust Administrator the cost rate for the actuarial valuation reports to each Employer and to the Trustees concerning funding, cash flow and related requirements. All cost and actuarial valuation reports furnished by the Actuary shall be certified by a Fellow of the Society of Actuaries.

Auditor: The Auditor shall be engaged to perform such duties, examinations or other services and to render such reports as the Trustees may from time to time direct.

Legal Counsel: The Trustees may appoint legal counsel to render such advice or perform such legal services as may from time to time be deemed by the Trustees to be necessary or advisable in the operation of the Trust. Such legal counsel shall be a duly licensed attorney engaged in the active practice of law within the State of Oklahoma.

Recordkeeper(s): The Recordkeeper(s) shall provide systems and processes to receive and maintain participant records and data on behalf of each Employer which reflects all required fields of participant plan activity including but not limited to name, social security number, salary, plan contributions, employment date, interest earnings, taxable and non-taxable status of the funds and distribution activity.

ARTICLE VII

Retirement Committee and Authorized Agent

7.1 Retirement Committee: The System of each Employer provides and shall continue to provide for the appointment or election of a Board of Trustees to administer that System. Such Board of Trustees shall serve as and be hereinafter referred to as the "Retirement Committee" of such Employer. It shall be the duty of the "Retirement Committee" of each Employer to furnish the, Trust Administrator all necessary payroll and contribution information, to file claims on behalf of Employees, to see that all Employee and municipal contributions are forwarded promptly to the Trustees for investment, to determine eligibility of employees for participation and benefits, and to perform such other duties as shall be imposed thereupon by other provisions herein contained or by the System of such Employer.

7.2 Authorized Agent: In order to simplify the relationship between the Trustees and/or Trust Administrator and each Employer, each Retirement Committee shall designate an individual who may, but need not, be one of its members to serve as "Authorized Agent". The "Authorized Agent" shall furnish all necessary information on behalf of his municipality to the Trustees and/or Trust Administrator and shall be the proper person to receive all communications, correspondence or other information furnished by the Trustees or Trust Administrator to the particular Employer.

7.3 Notice to Trustees: Each Employer shall notify the Trustees of the name of the members of its Retirement Committee and shall furnish the Trustees a specimen of signature of each member of the Retirement Committee. The members of the Retirement Committee shall notify the Trustees of the name and business address of the Authorized Agent selected by the Committee.

7.4 Authority of Retirement Committee: Each Retirement Committee shall have complete authority to determine the existence, non-existence, nature and amount of the equitable rights and interests of all persons in the Trust assets, as such rights and interests affect its System. All directions by the Retirement Committee to the Trustees shall be in writing and signed by the Authorized Agent. Until notified of a change, the Trustees shall be fully protected in acting upon the assumption that the membership of the Retirement Committee and its Authorized Agent have not been changed.

ARTICLE VIII

Contributions

8.1 Trustees Accountable: The Trustees shall be accountable for all contributions received by them but shall have no duty to require any contribution to be made to them or to determine that the amounts received comply with the System of any Employer or to determine that the Trust assets are adequate to provide the benefits payable pursuant to any System.

8.2 Delivery to Trustees: Each Employer shall withhold from the compensation of each Employee covered by its System the portion of the total contribution to be made by such Employee pursuant to its System. On or before the fifteenth (15) day of each month, each Employer shall forward to the Trustees or other authorized parties the Employees' contributions so withheld during the immediately preceding month, together with the portion of the total contributions to be paid by the Employer pursuant to its System for such preceding month.

ARTICLE IX

Payments From Trust Assets

9.1 Direction by Retirement Committee: Payments of benefits to or for Employees shall be made from the Trust assets by the Trustees to such persons, in such manner, at such times and in such amounts as the Retirement Committee of each Employer shall direct. The Trustees shall be fully protected in making, discontinuing or stopping such payments from the Trust assets in accordance with the directions of the Committee. The Trustees shall have no responsibility to see the application of payments so made or to ascertain whether the directions of the Committee comply with the System of each Employer. When the Committee directs that any payment is to be made only during or until the time a certain condition exists regarding the payee, any payment made by the Trustees in good faith, without actual notice or knowledge of the changed status or condition of the payee, shall be considered to have been properly made by the Trustees and made in accordance with the direction of the Committee. If any such payment is made by a check mailed to the payee and such check is returned to the Trustee undelivered, or if the Trustees are otherwise unable to deliver any such payment to the payee, the Trustees shall promptly give notice thereof to the Committee.

9.2 Withholding and Releases: The Trustees are authorized, but not required, to withhold from distributions to any payee such sum as the Trustees may reasonably estimate as necessary to cover federal and state taxes for which the Trustee may be liable, which are, or may be, assessed with regard to the amount distributable to such payee. Upon discharge or settlement of such tax liability, the Trustees shall pay the balance of such sum, if any, to such payee or to his estate. Prior to making any payment or distribution hereunder, the Trustees may require such releases or other documents from any lawful taxing authority and may require such indemnity from any payee or distributee as the Trustees shall reasonably deem necessary for their protection.

9.3 Exemption of Assets--Restraints on Alienation:

(1) Assets Exempt. Except as otherwise provided in Section 9.3(2) of this Trust Indenture, the assets of the Trust shall be exempt from legal process, and distributions payable from the Trust assets shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, but excluding devolution by death or mental incompetency, including any such liability which is for alimony or other payments for the support of a spouse or former spouse or any otherwise relative of the Employee, prior to actually being received by the person entitled to the benefit under the terms of the System. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge, or otherwise dispose of any right to benefits payable hereunder shall be void. The Trustee and Trust assets shall not in any manner be liable for, or subject to the debts, contracts, liabilities, engagements, or torts of any person entitled to benefits hereunder. None of the System benefits or Trust assets shall be considered an asset of the Employee in the event of his divorce, insolvency, or bankruptcy.

(2) Qualified Domestic Relations Orders:

(a) The provisions of Section 9.3 of this Indenture shall not apply to a Qualified Domestic Relations Order as provided pursuant to this subsection.

(b) The term "Qualified Domestic Relations Order" means an order issued by the District Court of this State pursuant to the domestic relations laws of the State of Oklahoma which relates to the provision of marital property rights to a spouse or former spouse of a member, and which creates or recognizes the existence of an alternate payee's right to, or assigns to an alternate payee the right to receive a portion of the benefits payable with respect to a member of the System.

(c) Each retirement plan administered by the Oklahoma Municipal Retirement Fund shall include rules and regulations for Qualified Domestic Relations Orders. Such rules shall be included as a part of each Tax Qualified Retirement Plan.

(3) Loans Secured by Participants Accrued Non-Forfeitable Benefits. Where specifically authorized by the employer's System, a loan may be made to a participant from the Trust, and such loan shall not be treated or construed as an assignment or alienation prohibited by this Section if such loan is secured by the participant's accrued, non-forfeitable benefit under the Plan, and satisfies the applicable requirements of the Plan and the Internal Revenue Code of 1986, as amended (including Section 72, and applicable amendments thereto). *(This paragraph was inadvertently omitted in the January 2007 version and reinserted in June 2011.)*

9.4 Payment of Taxes: The Trustees may pay any taxes or assessments which, in their opinion, are proper charges against the Trust, without liability for error judgment, and the Trustees shall be entitled to exoneration and reimbursement from the Trust for any taxes or assessments levied on or payable by them with respect to the Trust or any asset thereof or income therefrom. Any such taxes shall be apportioned or allocated to the accounts of the various Employers as the Trustees shall determine to be legal and equitable.

9.5 Benefit Payments: In order to provide a more efficient procedure for the payment of benefits, the Trustees may adopt other suitable means to issue such benefit payments and may authorize the Trust Administrator to issue the same, under such rules and regulations as the Trustees may adopt; provided, however, that any such adoption and authorization shall in no way reduce the liability of the Trustees or relieve them of any responsibility regarding the protection of Trust assets.

ARTICLE X

Investment of Trust Assets

10.1 Authorization of Trustees: The Trustees are authorized to invest and reinvest the Trust assets in such bonds, notes, debentures, mortgages, investment trust certificates, preferred or common stocks, interest in realties, leaseholds, fee titles, equipment trust certificates, royalties (including overriding oil and gas royalties whether measured by production or by gross or taxable income from property), or in oil and gas leases, oil payments or any other type of oil properties, and other forms of securities and/or investments permissible under applicable law, including securities of any Employer, as the Trustees may deem advisable and the Trustees may hold any portion of the Trust assets in cash pending investment or payment of expenses or benefits without liability for interest.

10.2 Limitation of Investments: Any provisions herein contained notwithstanding, no investment shall be made which is prohibited by the law of the State of Oklahoma and prior to making any investment in any security of any Employer, the Trustees shall secure a ruling from the Internal Revenue Service that such investment will not adversely affect the status of the Trust, unless occasion for such particular ruling shall be eliminated by statute, regulation or other determination of general application.

ARTICLE XI

Accounting and Mechanical Operation of the Trust

11.1 Deposit of Contributions: All contributions received by the Trustees from any Employer, including the portion thereof attributable to contributions by employees, shall be immediately deposited by the Trust Administrator in such depository as shall have been designated by the Trustees and credited to the account of the contributing Employer on the books of the Trust.

11.2 Subsidiary Ledgers: The Trust Administrator shall establish and maintain a subsidiary ledger for each Employee covered by the System of every Employer and shall accurately reflect therein the total amount of contributions made by such covered Employee pursuant to the System under which he or she is covered.

11.3 Investment of Funds:

(1) Defined Benefit Systems. This paragraph shall apply solely to defined benefit Systems. The Trustees shall deliver all or such portion as they deem proper, of the contributions held by them and credited to the account of an Employer to the Securities Custodian(s) for investment immediately upon determination by the Securities Custodian(s) of the value per unit of participation in accordance with Article IV hereof, as of the valuation date next following receipt of such contributions by the Trustees. The Securities Custodian(s) immediately upon receipt of such funds, shall proceed to invest the same pursuant to the directions of the Trustees, and shall allocate to each Employer, the appropriate number of units of participation determined by dividing the total amount of such funds delivered to it and credited to the account of such Employer by the value per unit of participation on such valuation date. Provided, however, if any contribution of an Employer is received by the Trustees subsequent to any valuation date but prior to the determination of the value per unit of participation as of such valuation date, the Trustees shall deliver all or such portion as they deem proper of such contribution to the Securities Custodian(s) for investment, immediately upon the determination by the Securities Custodian(s) of such value per unit of participation and the Securities Custodian(s) shall proceed to invest the same as above set out and shall allocate to the account of each such Employer an appropriate number of units of participation determined as above required but based upon the value per unit of participation as of such immediately past valuation date. In each event the Securities Custodian(s), immediately upon allocation of units of participation to the accounts of individual Employers, shall notify the Trust Administrator of such allocation and the Trust Administrator shall make appropriate entries in the books and records of the Trust.

(2) Defined Contribution Systems. This paragraph shall only apply solely to defined contribution Systems. The Trustees shall deliver all or such portion as they deem proper, of the net contributions held by them and credited to a defined contribution System Employer to the Securities Custodian(s) for investment. Such amounts shall be appropriately allocated to each investment option based on Employee elections. The investment of such funds shall be made as soon as reasonably practicable.

11.4 Liquidating Payments:

(1) Defined Benefit Systems. This paragraph shall apply solely to defined benefit Systems. The Trust Administrator shall notify the Securities Custodian(s) of the amount of any funds required by the Trustees for the purpose of making any benefit payments due under the System of any Employer. Immediately upon determination by the Securities Custodian(s) of the value per unit of participation, in accordance with Article IV hereof, as of the valuation date next following the receipt of such notice the Securities Custodian(s) shall liquidate for cash a number of the units of participation credited to the account of such Employer sufficient to produce the required funds and shall appropriately reflect such liquidation in its records. The funds so made available shall be delivered to the Trust Administrator for deposit and credit to the account of the appropriate Employer. The Securities Custodian(s) shall also furnish the Trust Administrator the information necessary to reflect such liquidation in the books and records of the Trust.

(2) Defined Contribution Systems. This paragraph shall apply solely to defined contribution Systems. The Recordkeeper(s) shall notify the Securities Custodian(s) of the amounts of each investment option required for the purpose of investing Employee contributions, trades or transfers and making benefit payments (including withdrawals, loans and transfers) to Employees. The Securities Custodian(s) shall sell a sufficient amount of each investment option to meet the payment obligations and deliver the funds to the Trust Administrator.

11.5 Records of Securities Custodian(s): In addition to any other records required of it, the Securities Custodian(s) shall at all times maintain accurate records of its receipts and disbursements and of the income, expenses, gains and losses earned or incurred by it in all transactions with relation to the Trust or any assets or investments thereof.

ARTICLE XII

Rights of Trustees

12.1 Enumeration of Rights: Subject only to other pertinent provisions of this Trust, and in addition to other enumerated rights, powers and privileges, the Trustees are further authorized and empowered:

To hold, manage, improve, repair and control all property, real or personal, at any time forming part of the Trust assets; to sell, convey, transfer, exchange, partition, lease for any term, even extending beyond the duration of this Trust, and otherwise dispose of the same from time to time in such manner, for such consideration and upon such terms and conditions as the Trustees shall determine; to vote any corporate stock either in person or by proxy, with or without power of substitution for any purpose;

To cause any property of the Trust to be issued, held or registered in the individual names of the Trustees, or in the name of a nominee, or in such form that title will pass by delivery, provided the records of the Trustees shall indicate the trust ownership of such property;

To exercise any conversion privilege or subscription right given to the Trustees as the owner of any security forming part of the Trust assets; to consent to, take any action in connection with, and receive and retain any securities resulting from reorganization, consolidation, merger, readjustment of the financial structure, sale, lease or other disposition of the assets of any corporation or other organization, the securities of which may be an asset of the Trust;

To employ such agents and counsel as may be reasonably necessary in managing and protecting the Trust and to pay them reasonable compensation from the Trust Assets; to settle, compromise, or abandon all claims and demands in favor of or against the Trust; to charge any premium on bonds purchased above par value to the principal of the Trust without amortization from the income of the Trust, regardless of any law relating thereto;

To exercise all the further rights, powers, options and privileges granted to, provided for, or vested in Trustees generally under the laws of the State of Oklahoma as amended from time to time, it being intended that, except as herein otherwise provided, the powers conferred upon the Trustees herein shall not be construed as in limitation of any authority conferred by law but shall be construed as in addition thereto; and

In addition to the enumerated powers herein, to do all other acts in their judgment necessary or desirable for the proper administration of the Trust.

12.2 Protection by Written Directions: The Trustees shall be fully protected in taking any action indicated by this instrument to be within the scope of the authority of any member of the Retirement Committee under the System of an Employer in accordance with any written instrument purporting to be signed by such person or persons authorized to sign for the Retirement Committee, which the Trustees, in good faith, believe to be genuine.

12.3 Advice of Counsel: The Trustees may consult with counsel in respect to any of their duties or obligations hereunder and shall be fully protected in acting or refraining from acting in accordance with the advice of such counsel.

12.4 Indemnification of Trustee: The Trustees shall incur no personal liability (except for their own gross negligence) for any act done or omitted to be done in good faith in the administration of the Trust, and the Trustees shall be indemnified and saved harmless by the Employers, or from the Trust, or both, from and against any and all liability to which the Trustees may be subjected by reason of any such act or conduct, including all expenses reasonably incurred in their defense.

ARTICLE XIII

Accounts of the Trustee

13.1 Inspection or Audit: The Trustees shall maintain accurate and detailed records and accounts of all transactions hereunder, which shall be available at all reasonable times for inspection or audit by each Authorized Agent or Retirement Committee as to its Employer's Trust share, or by any other person designated by the governing body of a participating Employer.

13.2 Reports to Auditors: The Trustees at the direction of any Employer shall submit to the auditors for such Employer, such valuations, reports, or other information as they may reasonably require.

13.3 Annual Audit: The Trustees shall cause an audit to be made of the Trust and Trust Operating Fund as of the end of each fiscal year thereof and as of such other date as the Trustees shall determine.

13.4 Written Accounts: Following the close of each fiscal year of the Trust, the Trustees shall file with each Employer a written account setting forth all transactions effected by them subsequent to the end of the period covered by the last previous annual account pertaining to the System of such Employer and listing the assets of the Trust relating to the System of such Employer at the close of the period covered by such account, at fair market value.

The fiscal year and annual accounting period of the Trust shall be the twelve-month period beginning July 1 and ending June 30 of the following year during the existence of the Trust. Such fiscal year accounting period shall not be changed except after approval by the Internal Revenue Service of the Trustees' application therefor.

13.5 Approval of Accounts: Upon the receipt by the Trustees of written approval of any such account, or upon the expiration of ninety days after delivery of any such account to the Authorized Agent of an Employer, such accounts (as originally stated if no objection has been theretofore filed by such Employer, or as theretofore adjusted pursuant to agreement between such Employer and the Trustees) insofar as it relates to the System of such Employer, shall be deemed to be approved by such Employer except as to matter, if any, covered by written objections theretofore delivered to the Trustees by such Employer regarding which the Trustees have not given an explanation, or made adjustments, satisfactory to such Employer, and the Trustees shall be released and discharged as to all items, matters and things set forth in such account which are not covered by such written objections as if such account had been settled and allowed by a decree of a court having jurisdiction regarding such account and of the Trustees, such Employer, its Retirement Committee and all persons having or claiming to have any interest in the Trust assets. The Trustees, nevertheless, shall have the right to have their accounts settled by judicial proceedings if they so elect, in which event the Employers or any of them, or their Retirement Committees and the Trustees shall be the only necessary parties.

13.6 Inquiry by Directors of the Oklahoma Municipal League: For the purpose of advising or making recommendations to participating Employers, the Board of Directors of the Oklahoma Municipal League may inquire into the accounts and activities of the Trustees at any

reasonable time and may conduct such audits or investigations as it shall deem advisable.

ARTICLE XIV

Resignation, Removal and Succession of Trustees

14.1 Removal by Withdrawing Employer: Any Employer, by resolution of its governing body, may remove the Trustees as the Trustees for its System, at any time and create or designate a separate trust and appoint a Successor Trustee or Trustees for its System. Such removal or appointment shall become effective when copies of said resolution certified by the appropriate officer of such Employer and an acceptance of the Trust signed by the Successor Trustee or Trustees so appointed is delivered to the Trustees. Upon such change being made, the Trustees shall, as soon after the valuation date next following receipt of such certified resolution and acceptance as is practical, deliver to the Successor Trustee or Trustees so appointed, an amount of cash equal to the ratable portion of the Trust assets allocated to the account of such Employer as of such valuation date together with a certified statement of all facts reasonably necessary to enable the Successor Trustee or Trustees to accept, hold, manage and distribute such trust assets. Thereupon the Trustees shall be fully discharged of all duties and liabilities in regard to such Employer and any employees thereof.

14.2 Resignation by Trustee: Any Trustee may resign as Trustee of this Trust by delivering to the other Trustees of this Trust a written resignation to take effect sixty days after the delivery thereof unless prior thereto the remaining Trustees shall have appointed a Successor Trustee as hereinbefore provided.

14.3 Applicability to Successor Trustees: All of the provisions set forth herein with respect to the Trustees shall relate to each Successor Trustee with the same force and effect as if such Successor Trustee originally had been named herein as Trustee.

14.4 Liability of Successor Trustees: No Successor Trustee shall be liable for the acts or omissions of any prior Trustee or be obliged to examine the accounts, records or acts of any prior Trustee or Trustees.

14.5 Removal by Majority of Employers: Any one or all of the serving hereunder at any time may be removed as such Trustee or Trustees by resolution or ordinance of the governing bodies of a majority of the participating Employers. In the event less than all of the Trustees of this Trust shall be so removed, the other provisions hereof shall govern the appointment or election of successors for those so removed.

14.6 Resignation or Removal of All Trustees: If all the Trustees shall at the same time be removed by such action or resign with no Successor Trustees having been properly elected to take office as of the effective date of such removal or resignation, the Directors of the Oklahoma Municipal League shall serve as temporary Trustees of this Trust until Successor Trustees have been elected and qualified under the provisions hereof.

ARTICLE XV

Termination

15.1 Termination of System by Participating Employer: The Trust created by this Indenture is intended to be permanent unless otherwise prohibited by law, and, in such event, it shall last only so long as one day short of the maximum time permitted by the statutes and laws of the State of Oklahoma. The Trust may, however, be terminated at any time by any Employer insofar as it relates to such Employer, in accordance with and as provided in its System pursuant to resolution of the governing body of such terminating Employer, by giving notice in writing to the Trustees, which notice shall recite the date upon which the termination shall be effective. After receipt of such notice the Trustees shall continue to hold, invest, administer, liquidate and distribute the portion of the Trust assets attributable to the System of each such terminating Employer pursuant to the provisions of its System and this Trust. The Trust shall terminate as to any Employer only when no assets of the Trust attributable to the System of the terminating Employer remain in the possession of the Trustee.

15.2 Distributions to Employer: In no event shall any assets be returned to any Employer except such, if any, which remain as the result of erroneous actuarial computation after the satisfaction of all fixed and contingent liabilities to persons entitled to benefits from the Trust.

15.3 Termination on Loss of Exemption: Notwithstanding any other provision herein contained, if at any time the System of any Employer has ceased to be entitled to tax exemption under the Internal Revenue Code, then such Employer shall automatically cease to be a participant in this Trust and the allocable portion of the Trust assets attributable to such Employer shall be segregated and distributed to the Treasurer of such Employer, for the use and benefit of its covered employees or their beneficiaries.

15.4 Loss of Membership in Oklahoma Municipal League: Any Employer eligible for membership in the Oklahoma Municipal League must be and shall remain a member in good standing of the Oklahoma Municipal League before being approved for participation in the Oklahoma Municipal Retirement Fund.

ARTICLE XVI

Amendments

16.1 Right to Amend: The Employers, only, shall have the right at any time or times to amend this Trust Indenture in whole or in part. Any amendment shall be approved by resolution or ordinance by the governing bodies of at least two-thirds of the Employers participating herein at the time of such amendment.

16.2 Copies of Amendments: A certified copy of each amendment to this Trust Indenture shall be delivered to each Employer by the Trustees.

16.3 Limitation on Right to Amend: No amendment shall be made to this Trust Indenture pursuant to the foregoing provisions which shall:

Make it possible, at any time prior to the satisfaction of all liabilities under the System of any Employer with respect to its employees and their beneficiaries, for any part of the Trusts assets to be used for, or diverted to, purposes other than for the exclusive benefit of employees of such Employer or their beneficiaries; or

Increase the duties or liabilities of the Trustees without their written consent; or

Be made effective retroactively to a date prior to the beginning of the fiscal year of the Trust in which it is adopted except amendments which are necessary to maintain without interruption, the qualification of the Trust or the System of any Employer for tax exemption under the Internal Revenue Code as amended from time to time and the regulations promulgated thereunder.

ARTICLE XVII

Controlling Law and Legal Actions

17.1 Controlling Law: This instrument shall be construed and enforced, and the Trust shall have a situs in and shall be administered according to the laws of the State of Oklahoma.

17.2 Severability of Provisions: If any of the provisions of this Indenture shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Trust Indenture, but shall be fully severable and the Trust Indenture shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein.

17.3 Legal Actions: The participating Employers shall have the authority either jointly or severally, but shall be under no duty to enforce this Indenture on behalf of any and all persons, having or claiming any interest in the Trust assets. In any action or proceeding affecting the Trust or the administration thereof, or for instructions to the Trustees, the participating Employers and the Trustees shall be the only necessary parties, and no Employees or former Employees of any participating Employer or their beneficiaries, or any other person having or claiming to have an interest in the Trust assets shall be entitled to any notice or process, and any judgment that may be entered in such action or proceeding shall be binding on all persons having or claiming to have any interest in the Trust assets.

ARTICLE XVIII

Adoption by Other Incorporated Cities and Towns

18.1 Authorization and Procedure: Any Employer as defined herein in the State of Oklahoma with employees now in existence, or hereafter formed which is not already an Employer under this Trust, may, with the consent and approval of the Trustees, by formal resolution or ordinance of its governing body adopt by reference the Trust hereby created, and as amended from time to time, and establish a System of which it is a part for all or any classification of persons in its employment. Such adoption shall be effectuated by and evidenced by a duly certified formal resolution or ordinance by the adopting Employer. It shall not be necessary for the adopting Employer to sign or execute the original or then amended Trust document. The effective date of the Trust for any such adopting Employer shall be that stated in the resolution or ordinance of adoption, which shall be the first day of its first System year, and from and after such effective date such adopting Employer shall assume all the obligations of an Employer hereunder and under its System, and shall be included within the meaning of the word "Employer" as defined herein. However, participation in the Trust by an adopting Employer shall be subject to such acceptance of the Trustees and shall be contingent upon a determination by the Internal Revenue Service that the participation by such Employer in the Trust constitutes a qualified plan and trust under Section 401(a) of the Internal Revenue Code of 1954, and upon such adopting Employer having entered into a written contract for the pooling of its pension and retirement funds for purposes of management and investment with those of other entities which are Employers hereunder. The administrative powers and control of the Trustees, as provided in the System and Trust, shall not be diminished by reason of the participation of any such adopting Employer in the Trust. Any Employer may withdraw from the Trust at any time without affecting other Employers not withdrawing by complying with the provisions of the Trust relating to termination of the Trust and Successor Trustees.

18.2 Asset Management: Nothing in this Trust Indenture shall be construed as prohibiting an Employer from entering into this Trust for the purposes of pooling its pension and retirement funds for purposes of management and investment of those funds with other employers participating in the trust, with such Employer reserving the right to adopt and administer its own separate retirement plan. The acceptance of such funds for management and investment only shall be subject to the acceptance by the Trustees and shall be contingent upon a determination that the participation of the Employer in the Trust does not affect the tax exempt status of the Trust as part of a qualified plan under Sections 401 and 501 of the Internal Revenue Code. The Trustees of this Trust shall determine and charge a fee to the Employer for the management and investment of its pooled funds.

ARTICLE XIX

Miscellaneous

19.1 Application of Funds: No person dealing with the Trustees shall be required or entitled to see the application of any money paid or property delivered to the Trustees, or to determine whether or not the Trustees are acting pursuant to authorities granted to them hereunder or to authorizations or directions herein required. The certificate of the Trustees that they are acting in accordance with this Indenture shall protect any person relying thereon.

19.2 Tax Status of Trust: The Trust is hereby designated as constituting a part of a plan intended to qualify and to be tax exempt under Section 401(a) and Section 501(a) respectively, of the Internal Revenue Code of 1954, as amended from time to time. Until advised otherwise, the Trustees may conclusively assume that this Trust is qualified under Section 501(a) of the Internal Revenue Code as amended from time to time, and that this Trust is exempt from federal income taxes.

19.3 Limitation of Interest: Neither the creation of this Trust nor anything contained in this Indenture shall be construed as giving any person entitled to benefits hereunder or other employee of any Employer any equity or other interest in the assets, business or affairs of any Employer.

19.4 Exclusive Benefit of Employees: It shall be impossible by operation of this Trust, by natural termination thereof, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement, or by any other means, prior to the satisfaction of any and all liability under the System with respect to Employees, retired Employees, or beneficiaries of deceased Employees, for any part of the Trust assets and the income therefrom to be used for or diverted to purposes other than for the exclusive benefit of such Employees, retired Employees, and such of their beneficiaries as may be entitled to benefits under the System of an Employer. Provided, however, termination of its System, an Employer shall receive such amount, if any, as may remain after the satisfaction of all liabilities under its System to its Employees and arising out of any variations between actual requirements and expected actuarial requirements. The Trustees shall, however, be under no obligation to see to the enforcement of this paragraph.

19.5 Separate Accounting for Contributions and Benefits: The Trustees shall be under obligation to record separately the contributions from each Employer made with respect to its System and the benefits paid under the System to its Employees upon instructions of its Retirement Committee.

19.6 Provisions Apply Separately: All provisions of this Indenture shall apply separately to each of the Employers.

19.7 Consolidation or Merger: Upon the liquidation, bankruptcy, insolvency, consolidation, or merger of an Employer to or with another governmental unit in which the Employer is not the surviving unit, the System of such Employer and the Trust as related to it will terminate and the Trust assets allocated to it will be held or distributed as herein provided, unless the successor to such Employer assumes the duties and responsibilities of such Employer

by adopting its System, or, by the establishment of a separate plan or System to which its pro rata share of the Trust assets shall be transferred and delivered as in the case of the removal of the Trustees by a withdrawing Employer.

19.8 Discretion of Trustees: The discretion or judgment of the Trustees, when exercised in good faith and with reasonable care under the circumstances then prevailing, shall be binding upon all persons.

19.9 Fractions of a Cent: Any fraction of a cent per unit of participation resulting from any computation hereunder may be disregarded or adjusted in such reasonable manner as the Trustees may determine.

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-7

2. MEETING DATE: April 7, 2015

3. TITLE: Acceptance of Sanitary Sewer Easement for the Mustang Public Schools ROTC Training Center

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

5. INITIATOR: Community Development Department

COMMENTS & FACTS: Our city engineer has required an additional 5-foot utility easement on the Mustang Public Schools ROTC Training Center Project.

This easement is for sanitary sewer for the ROTC Building project. It extends an existing easement so a sanitary sewer line can be installed.

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: City staff recommends acceptance of the easement so work can commence on the project.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

The City of Mustang, Oklahoma

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS that Mustang Public Schools for and in consideration of One Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, do (es) hereby grant and convey unto THE CITY OF MUSTANG, OKLAHOMA, a municipal corporation, a permanent easement over the following described property situated in Canadian, County, Oklahoma, to wit:

SEE ATTACHED DESCRIPTION

For the use of THE CITY OF MUSTANG, OKLAHOMA, and TRUSTS of which THE CITY OF MUSTANG, OKLAHOMA is sole beneficiary; for the exclusive purpose of construction, maintaining, and operating a sanitary sewer and appurtenances thereto, over, through and upon the same. Should the grantee abandon the permanent easement and right-of-way for the purposes above stated, then the said easement shall revert to the grantor, its successors and/or assigns.

Dated this 9th day of March, 20 15.

BY: *Calhoun*

STATE OF OKLAHOMA)

) 49 O. S. (1985) Sec. 119 (IND./CORP. ACK.)

COUNTY OF CANADIAN)

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____ of _____.

NOTARY PUBLIC My Commission expires _____

APPROVED as to form

Municipal Counselor

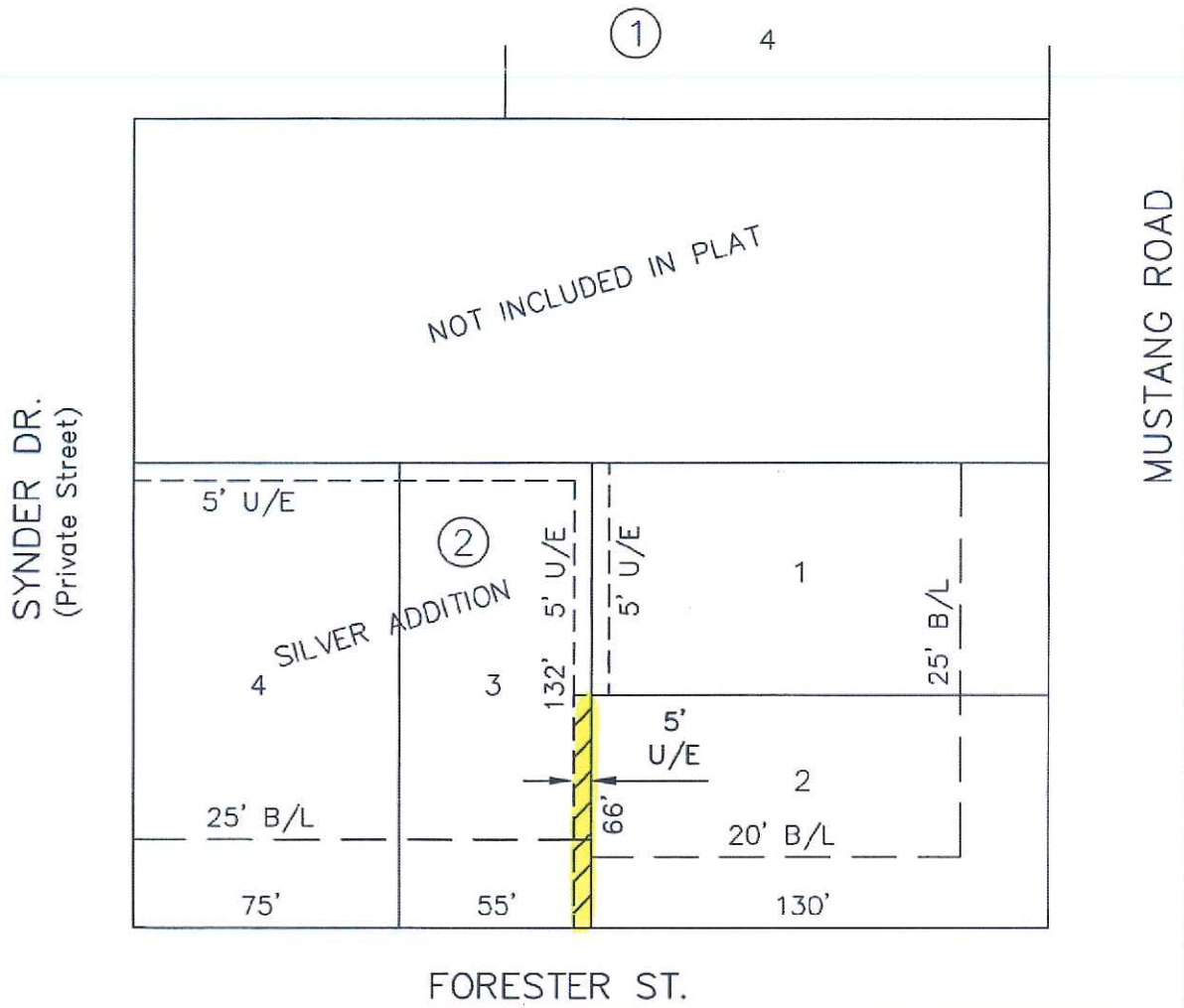
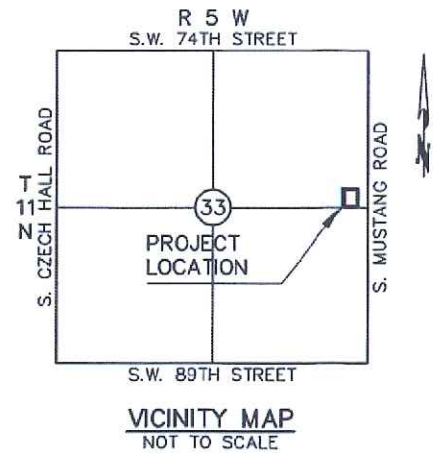
ACCEPTED by the Council of THE CITY OF MUSTANG, OKLAHOMA

this _____ day of _____, 20____.

City Clerk

LEGAL DESCRIPTION

A 5 FOOT SANITARY SEWER EASEMENT BEING THE EAST 5 FEET OF THE SOUTH 66 FEET OF LOT 3, BLOCK 2 OF SILVER ADDITION, TO THE CITY OF MUSTANG, CANADIAN COUNTY, OKLAHOMA.



LEGACY ENGINEERING, INC.

One N.W. 64th Street, Suite C
Oklahoma City, OK 73116
405/840-0995 info@legacyengr.com

MPS JROTC TRAINING
CENTER
Mustang, Oklahoma

SANITARY SEWER EASEMENT

Drawn By: AMc	Scale: 1" = 50'
Checked By: BSB	Date: FEB. 4, 2015
Project No.: A144102	Sheet 1 of 1

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. H-1

2. MEETING DATE: APRIL 7, 2015

3. TITLE: Rezoning Application RZ-2-27-15-1-31, Lam Hoang, 1716 W. State Highway 152, C-2, Commercial Neighborhood District to C-3, Commercial General District.

4. COUNCIL ACTION: Public Hearing, Discussion, and Possible Action Regarding Rezoning Application.

5. INITIATOR: Community Development Department

6. BACKGROUND RECOMMENDATION:

Project Description: The applicant originally requested a change in zoning classification for this property from C-2, Commercial Neighborhood District to C-4, Shopping Center District. This parcel is located at 1716 W. State Highway 152 at the southwest corner of the intersection of State Highway 152 and Clear Springs Road. It contains approximately 2.33 acres and is comprised of four lots. There are two buildings already located on the property. This intersection is a major corridor for traffic through the city.

During the course of the Planning Commission meeting, however, the applicant amended his application to request C-3 zoning.

The stated intention of the property owner is to allow a lawn and garden center to utilize the larger existing building on the site.

If developed at a C-3 level, the developer would be required to place at least a 6-foot masonry fence along all property lines of developed lots that abut residentially-zoned districts.

Character of Neighborhood: The general character of the area is low density residential and commercial.

Zoning and Uses of Property Nearby: The property to the north is zoned C-3, to the east is I-1, Light Industrial, to the south is R-1 and C-2, and to the west is R-1.

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

Planning Commission Recommendation: The Mustang Planning Commission voted 7:0 to recommend approval of this application at the C-3 level at their March 24, 2015 meeting. Please see attached minutes. Please note: These minutes were not yet formally approved by the Mustang Planning Commission.

Professional Staff Recommendation: Staff recommends approval of this rezoning application at the C-3 level. The lawn and garden center is listed under review in C-3, so the applicant can establish that use with a conditional use permit. The neighbors that spoke at the Planning Commission were all in favor of C-3 zoning, and the applicant was agreeable to the change. C-3 zoning would bring this into compliance with the comprehensive plan. Staff feels C-2 is too restrictive for this property, as it is at a major intersection within the city.

7. FINANCIAL IMPACT: None

8. STAFF SOURCE: Melissa Helsel, Community Development Director

9. CITY ATTORNEY'S COMMENTS:

10. RESOLUTION/ORDINANCE NO. _____

ORDINANCE NO. 1122

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-2" COMMERCIAL NEIGHBORHOOD DISTRICT TO "C-3" COMMERCIAL GENERAL DISTRICT AND, DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. That the Zoning Ordinance of the City of Mustang, Oklahoma, as amended, is hereby amended to change the Official Zoning Map, to include therein the following described property in the City of Mustang, Canadian County, State of Oklahoma from "C-2" COMMERCIAL NEIGHBORHOOD DISTRICT TO "C-3" COMMERCIAL GENERAL DISTRICT.

LEGAL DESCRIPTION OF COMPLETE PROPERTY FOR REZONING:

Tract I: Part of Lot Twenty-Four (24), Block Two (2), Lakehoma Acres, an Addition to Mustang, Canadian County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows: Commencing at the Northeast Corner of Section Thirty-One (31), Township Eleven (11) North, Range Five (5) West of the Indian Meridian; thence South 00°05'02" West a distance of 33.00 feet; thence South 89°09'42" West a distance of 130.22 feet; thence South 00°50'18" East a distance of 175.95 feet; thence North 89°09'42" East a distance of 127.39 feet; thence North 00°05'02" East a distance of 176.00 feet to the point of beginning. Less and Except the North 27.00 feet of the West 103.01 feet of said Lot 24, being lands conveyed to the State of Oklahoma in Book 1482, Page 335.

Tract II: Lots Twenty-Five (25), Twenty-Six (26) and Twenty-Seven (27), Block Two (2), Lakehoma Acres, an Addition to Mustang, Canadian County, Oklahoma, according to the recorded plat thereof. Less and Except the following tracts: a. The North 27.00 feet of said Lots 26 and 27 of said Block 2; b. A strip, piece or parcel of land described as: Beginning at a point on the present West right-of-way of State Highway No. 92, a distance of 26.97 feet West of and 27.46 feet South of the Northwest corner of said Lot 24; thence South 89°01'30" West a distance of 25.00 feet; thence South 45°30'50" East a distance of 35.07 feet to a point on the present West right-of-way line of State Highway No. 92; thence North along said present West right-of-way line a distance of 25.00 feet to

the point of beginning, being lands conveyed to the State of Oklahoma in Book 1482, Page 335.

Section 2. REPEALER

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

Section 3. SEVERABILITY

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

Section 4. EMERGENCY

It being immediately necessary for the preservation of the public health, peace and safety of the City of Mustang and the inhabitants thereof, and 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 _____, 2015.

Mayor

ATTEST:

City Clerk

APPROVED as to form this ____ day of _____, 2015.

City Attorney

2. Rezoning Application RZ-2-27-15-1-31, Lam Hoang, 1716 W. State Highway 152, C-2, Commercial Neighborhood District to C-4 Shopping Center District.

Community Development Director Melissa Helsel provided a brief overview of the location of the property in the rezoning application. This property is located on the southwest corner of State Highway 152 and Clear Springs Road. The address is 1716 W. State Highway 152. It used to be a 7-11 before they moved to the north side. This property consists of four lots. It is all of lots 25, 26 and 27 and the north half of lot 24. The total acreage is 2.33 acres. It is currently zoned C-2. It has been zoned C-2 for at least 15 years, and that category allows a convenience store, which is what was there before. However, 7-11 has a deed restriction on that property that does not allow a convenience store (they included this when they sold the land). It has remained vacant since that time.

Over the last 7 or 8 years, the community development department has had a lot of inquiries about leasing this property. C-2 is a very restrictive zoning category and allows few uses other than offices. However, this is a major intersection in the city. There is a lot of traffic flow at this intersection. The latest person who wants to rent this location is a lawn and garden center.

The realtor for the owner initiated this rezoning application to try to accommodate the garden center. A garden center is permitted automatically in C-4, and under review in C-3. If it is developed at either a C-3 or C-4 level, the property owner would be required to erect a masonry fence along any lot line that abuts residential property.

The general character of this area is residential and commercial. The property to the north is C-3, to the east is I-1, to the south is R-1 and C-2, and to the west is R-1. The long-range plan calls for commercial office in this area which could be C-1 through C-3. The request at C-4 level does not conform to the comprehensive plan.

Ms. Helsel said that she had received a lot of phone calls on this item. Residents in the area were not comfortable with C-4 on the property. Staff doesn't feel that C-2 is appropriate for this major corner, but because the property abuts an established residential neighborhood, staff feels a compromise of C-3 is more appropriate.

The garden center is on review in C-3, so they could obtain a conditional use permit for that, and that guarantees the adjacent residents that they would not have C-4 uses going on the property. It would bring the request into alignment with the comprehensive plan and it would still require the masonry fence buffer.

Mr. McDaniel pointed out that a Conditional Use permit is reviewed every two years.

Mr. Homer asked if they intended to keep the existing building, and if they planned to build any more structures.

Ms. Helsel stated that the garden center tenant may build a greenhouse on the site, but plans to use the existing building.

Mr. Homer asked if they would have to put up a masonry fence on the west side of these four properties right now. **Ms. Helsel** stated that until they develop the west two lots, they won't have to put up the masonry fence. They would only have to put up the fence on the lots they develop.

Mr. B. Brown asked if a greenhouse is considered development. **Ms. Helsel** stated that it is.

Mr. McDaniel opened the public hearing.

Chris Combs of 1512 W. Whippoorwill Way came forward. He requested that if it was changed, it only be changed to a C-3. He stated that a garden center could come in at a C-3 level and be reviewed every two years.

Mr. B. Brown asked if he was within the 300-foot radius. **Mr. Combs** stated that he was not.

JoAnn Hickman of 315 S. Aqua Clear Drive came forward. She and her husband have lived there for 51 years. Their property directly abuts these lots to the south. They request that instead of C-4 zoning, that this be considered for C-3 zoning. She said there are 184 different uses permitted in C-4, and they would feel more comfortable with C-3.

They do not object to a garden center, but a garden center can be approved under a C-3 zoning classification. She stated that Lakehoma has always been a nice, quiet, established neighborhood and they request a C-3 amendment.

Brad Jones of 331 S. Aqua Clear Drive came forward. He is in favor of C-3 for the same reasons at the Hickmans. He asked what defines development. He asked if a parking lot is development, a sign, etc.

Ms. Helsel responded that a parking lot would be considered development. She added that the city does not allow off-premise signs, so if there is no development on a lot, there shouldn't be a sign there. He asked about a billboard sign. She answered that the city no longer allows billboards.

Mr. Jones is concerned about the size of the lot for a garden center. He asked what kind of history the owners have in business. He wanted to know what business they are in and how long they have been in it.

The applicant, **Lam Hoang**, came forward with a representative. He is the owner of the property. He stated that they do agree to C-3. He stated that if the garden center does not work out for any reason, they would plan to do a Vietnamese noodle soup restaurant that would not serve alcohol.

He stated that he was aware that he would have to put up a masonry fence on all developed lots that abut residential properties.

Mr. Hoang amended his request to C-3. He stated that at C-2, it has been vacant for many years. They are content with the uses in C-3. They want the residential owners close by to be happy as well. They understand the wishes of the neighbors for a quiet residential neighborhood.

Hearing no further comments, **Mr. Hix** made a motion to close the public hearing. **Mr. Homer** seconded the motion. The motion was approved unanimously.

Mr. Miller clarified that the application is now for C-3 zoning.

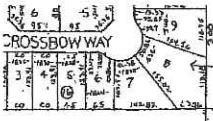
Mr. Homer made a motion to recommend approval of this rezoning application to the City Council at the C-3 level. **Ms. Yakish** seconded the motion. A roll call vote was taken:

Jan Yakish	Yes
Dan Hix	Yes
Jesse Bratton	Yes
Jerry Brown	Yes
Brett Brown	Yes
Brad Homer	Yes
Billy McDaniel	Yes

The motion passed 7– 0.

Mr. McDaniel announced that this item would be heard at the April 7th City Council meeting.





Christ Lutheran Church
4.59 Ac.

64.85 Ac.
Odorn Northwest LLC

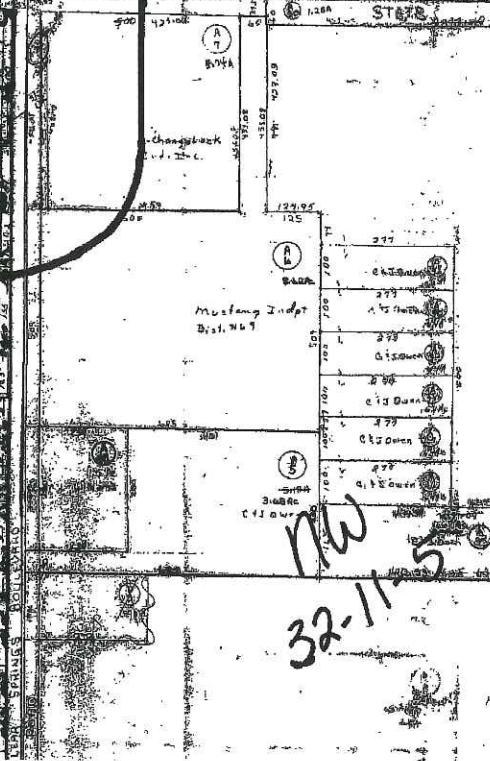
1.29 Ac.
280.76
265.9

1.77 Ac.
MUSTANG Child Dev
388.34

SE
30-11-5

10.91 Ac.
H. B. B. Co.
mueller Etal

CLEAR SP
STATE HIGHWAY 92



NW
32-11-5



HOANG PROPERTY (1)



HOANG PROPERTY (2)



HOANG PROPERTY (3)



HOANG PROPERTY (4)

**PUBLIC HEARING NOTICE OF THE
MUSTANG PLANNING COMMISSION**

On Tuesday, March 24, 2015, beginning at 7:00 p.m. in the Council Chambers at Mustang City Hall located at 1501 N Mustang Road, Mustang, OK 73064, a Public Hearing will be conducted on the following:

NOTICE OF REDISTRICTING

CURRENTLY ZONED: C-2 – Commercial Neighborhood District
REQUESTED ZONING: C-4 – Shopping Center District
APPLICATION BY: Lam N. Hoang
PROPERTY OWNER: Lam N. Hoang

ADDRESS OF PROPERTY: 1716 W State Highway 152

LEGAL DESCRIPTION OF COMPLETE PROPERTY FOR REZONING:

Tract I: Part of Lot Twenty-Four (24), Block Two (2), Lakehoma Acres, an Addition to Mustang, Canadian County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows: Commencing at the Northeast Corner of Section Thirty-One (31), Township Eleven (11) North, Range Five (5) West of the Indian Meridian; thence South 00°05'02" West a distance of 33.00 feet; thence South 89°09'42" West a distance of 130.22 feet; thence South 00°50'18" East a distance of 175.95 feet; thence North 89°09'42" East a distance of 127.39 feet; thence North 00°05'02" East a distance of 176.00 feet to the point of beginning. Less and Except the North 27.00 feet of the West 103.01 feet of said Lot 24, being lands conveyed to the State of Oklahoma in Book 1482, Page 335.

Tract II: Lots Twenty-Five (25), Twenty-Six (26) and Twenty-Seven (27), Block Two (2), Lakehoma Acres, an Addition to Mustang, Canadian County, Oklahoma, according to the recorded plat thereof. Less and Except the following tracts: a. The North 27.00 feet of said Lots 26 and 27 of said Block 2; b. A strip, piece or parcel of land described as: Beginning at a point on the present West right-of-way of State Highway No. 92, a distance of 26.97 feet West of and 27.46 feet South of the Northwest corner of said Lot 24; thence South 89°01'30" West a distance of 25.00 feet; thence South 45°30'50" East a distance of 35.07 feet to a point on the present West right-of-way line of State Highway No. 92; thence North along said present West right-of-way line a distance of 25.00 feet to the point of beginning, being lands conveyed to the State of Oklahoma in Book 1482, Page 335.

As an interested property owner your comments are invited at the public hearing for or against the request. You may file a written petition and offer oral argument and evidence for or against granting the request.

Please feel free to call the Community Development Department at 376-9873 between 8:30 a.m. and 5:00 p.m. to make inquires about the application.

Respectfully,

Melissa Helsel, Community Development Director

ABSTRACTOR'S SPECIAL CERTIFICATE

STATE OF OKLAHOMA)
) ss.
COUNTY OF CANADIAN)

OLD REPUBLIC TITLE COMPANY OF OKLAHOMA, a corporation and bonded abstractor, hereby certifies:

That the following is a list of all owners of record as shown by the current year tax rolls in the office of the County Treasurer of Canadian County, Oklahoma, to the lands surrounding and within 300 feet of:

Tract I: Part of Lot TWENTY-FOUR (24), Block TWO (2), LAKEHOMA ACRES, an Addition to Mustang, Canadian County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows: Commencing at the Northeast Corner of Section THIRTY-ONE (31), Township ELEVEN (11) North, Range FIVE (5) West of the Indian Meridian; thence South 00°05'02" West a distance of 33.00 feet; thence South 89°09'42" West a distance of 130.22 feet; thence South 00°50'18" East a distance of 175.95 feet; thence North 89°09'42" East a distance of 127.39 feet; thence North 00°05'02" East a distance of 176.00 feet to the point of beginning. LESS AND EXCEPT the North 27.00 feet of the West 103.01 feet of said Lot 24, being lands conveyed to the State of Oklahoma in Book 1482, Page 335.

Tract II: Lots TWENTY-FIVE (25), TWENTY-SIX (26) and TWENTY-SEVEN (27), Block TWO (2), LAKEHOMA ACRES, an Addition to Mustang, Canadian County, Oklahoma, according to the recorded plat thereof. LESS AND EXCEPT the following tracts: a. The North 27.00 feet of said Lots 26 and 27 of said Block 2; b. A strip, pierce or parcel of land described as: Beginning at a point on the present West right-of-way of State Highway No. 92, a distance of 26.97 feet West of and 27.46 feet South of the Northwest corner of said Lot 24; thence South 89°01'30" West a distance of 25.00 feet; thence South 45°30'50" East a distance of 35.07 feet to a point on the present West right-of-way line of State Highway No. 92; thence North along said present West right-of-way line a distance of 25.00 feet to the point of beginning, being lands conveyed to the State of Oklahoma in Book 1482, Page 335.

OWNER OF RECORD: SHIKI LLC
 4406 W. RENO
 OKLAHOMA CITY, OK 73107
 *LOTS 24-A-2, 25, 26-A-1 & 27-A-1 BLOCK 2 LAKEHOMA ACRES

That the addresses that are listed have been taken from the records of Canadian County, Oklahoma, unless noted after each address that they have been taken elsewhere.

GRANTEE & ADDRESS & LEGAL DESCRIPTION:

STATE OF OKLAHOMA, DEPT OF TRANSPORTATION
OFFICE OF LAND ACQUISITIONS
200 NE 21ST ST
OKLAHOMA CITY, OK 73105
*LOTS 26-A-2 & 27-A-2 BLOCK 2 LAKEHOMA ACRES

STATE OF OKLAHOMA, DEPT OF TRANSPORTATION
OFFICE OF LAND ACQUISITIONS
200 NE 21ST ST
OKLAHOMA CITY, OK 73105
*LOT 24-A-3 BLOCK 2 LAKEHOMA ACRES

CITY OF MUSTANG
CITY CLERK
1501 N. MUSTANG RD
MUSTANG, OK 73064
*LOT 24-A-4 BLOCK 2 LAKEHOMA ACRES

LITTLE BRONCOS TOO LLC
125 S. CLEAR SPRINGS RD

MUSTANG, OK 73064
*LOT 24-A-1 BLOCK 2 LAKEHOMA ACRES

STATE OF OKLAHOMA, DEPT OF TRANSPORTATION
OFFICE OF LAND ACQUISITIONS
200 NE 21ST ST
OKLAHOMA CITY, OK 73105
*LOT 23-A-2 BLOCK 2 LAKEHOMA ACRES

PATRICK ANDERSON
307 S. AQUA CLEAR DR
MUSTANG, OK 73064
*LOT 23-A-1 BLOCK 2 LAKEHOMA ACRES

A. J. & JOANN HICKMAN, TRUSTEES
315 S. AQUA CLEAR DR
MUSTANG, OK 73064
*LOTS 21 - 22 BLOCK 2 LAKEHOMA ACRES

BRADLEY & NANCY JONES
331 S. AQUA CLEAR DR
MUSTANG, OK 73064
*LOT 20 BLOCK 2 LAKEHOMA ACRES

MARY SANDERS, TRUSTEE
415 S. AQUA CLEAR DR
MUSTANG, OK 73064
*LOT 19 BLOCK 2 LAKEHOMA ACRES

EMMA FRANKLIN, TRUSTEE
1800 W. LAKE PARK DR
MUSTANG, OK 73064
*LOT 28-A-1 BLOCK 2 LAKEHOMA ACRES

STATE OF OKLAHOMA, DEPT OF TRANSPORTATION
OFFICE OF LAND ACQUISITIONS
200 NE 21ST ST
OKLAHOMA CITY, OK 73105
*LOT 28-A-2 BLOCK 2 LAKEHOMA ACRES

KARL & DEANNA DOWELL
1808 W. LAKE PARK DR
MUSTANG, OK 73064
*LOT 29 BLOCK 2 LAKEHOMA ACRES

RUSSELL & LEONA DUNBAR
1812 W. LAKE PARK DR
MUSTANG, OK 73064
*LOT 30 BLOCK 2 LAKEHOMA ACRES

LEE & NORMA BOYLES, TRUSTEES
1814 W. LAKE PARK DR
MUSTANG, OK 73064
*LOT 31 BLOCK 2 LAKEHOMA ACRES

CLEO DUNBAR
P. O. BOX 74
MUSTANG, OK 73064
*LOT 10-A-1 BLOCK 1 LAKEHOMA ACRES

STATE OF OKLAHOMA, DEPT OF TRANSPORTATION
OFFICE OF LAND ACQUISITIONS
200 NE 21ST ST
OKLAHOMA CITY, OK 73105
*LOT 10-A-2 BLOCK 1 LAKEHOMA ACRES

JEFF & CHERYL NEAL
1811 W. LAKE PARK DR
MUSTANG, OK 73064
*LOT 9 BLOCK 1 LAKEHOMA ACRES

DUSTIN ELDREDGE
324 S. AQUA CLEAR DR
MUSTANG, OK 73064
*LOT 1-A-1 BLOCK 5 LAKEHOMA ACRES

TARRAH ROBINSON
328 S. AQUA CLEAR DR
MUSTANG, OK 73064
*LOT 2 BLOCK 5 LAKEHOMA ACRES

ODOM NORTHWEST LLC
2300 SW 89TH, SUITE A
OKLAHOMA CITY, OK 73159
*SE 30-11N-5W A11 64.85 ACRES

BERTHA MUELLER
C/O MAXINE THOMAS
904 S. JONES LN
MUSTANG, OK 73064
*SE 30-11N-5W A2 10.91 ACRES

7-ELEVEN LLC
2021 S. MACARTHUR
OKLAHOMA CITY, OK 73128
*LOT 1 BLOCK 1 MUSTANG 7-ELEVEN

STATE OF OKLAHOMA, DEPT OF TRANSPORTATION
OFFICE OF LAND ACQUISITIONS
200 NE 21ST ST
OKLAHOMA CITY, OK 73105
*SE 30-11N-5W A4 .65 ACRES

P & W HOLDINGS LLC
106 N. LAKEHOMA PKWY
MUSTANG, OK 73064
*LOT 10 LAKEHOMA COMMERCIAL PARK

ONE FIFTY TWO PROPERTY LLC
C/O MAHMOOD COHAN
17500 OLD POND RD
EDMOND, OK 73012
*LOT 11 LAKEHOMA COMMERCIAL PARK

J. GREGORY BYNUM
P. O. BOX 429
EL RENO, OK 73036
*SW 29-11N-5W A2 .24 ACRES

CHARLES BISHOP
12710 W. RENO
YUKON, OK 73099
*SW 29-11N-5W A9 .34 ACRES

STATE OF OKLAHOMA, DEPT OF TRANSPORTATION
OFFICE OF LAND ACQUISITIONS
200 NE 21ST ST
OKLAHOMA CITY, OK 73105
*NW 32-11N-5W A22 .52 ACRES

U-CHANGE LOCK INDUSTRIES INC.
1640 W. STATE HWY 152
MUSTANG, OK 73064
*NW 32-11N-5W A7 4.74 ACRES

MUSTANG INDEPENDENT SCHOOL DISTRICT #69
906 S. HEIGHTS DR
MUSTANG, OK 73064
*NW 32-11N-5W A6 8.62 ACRES

Due care and diligence have been exercised in preparing this report; however, no liability is assumed for the correctness or completeness of information furnished.

DATED: January 26, 2015 at 7:30 A.M.

OLD REPUBLIC TITLE COMPANY OF OKLAHOMA
Bonded Abstractor



Lynne Babbitt, License #0376

COMPLETED: February 4, 2015

Order No. 15169002

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. H-2

2. MEETING DATE: APRIL 7, 2015

3. TITLE: Rezoning Application RZ-1-30-15-1-33, Joe Anderson, 130 W. State Highway 152, R-1, Single Family Residential District to C-5, Commercial Intensive District.

4. COUNCIL ACTION: Public Hearing, Discussion, and Possible Action Regarding Rezoning Application.

5. INITIATOR: Community Development Department

6. BACKGROUND RECOMMENDATION:

Project Description: The applicant requests a change in zoning classification for this property from R-1, Single-Family Residential District to C-5, Commercial Intensive District. This parcel is located just south of Mustang Pawn and Gun at 130 W. State Highway 152. It contains approximately .386 acres. This parcel is located just to the east of another parcel owned by the applicant. The city acquired 30 feet of right-of-way between these two properties to access the water tower. The applicant will ask the City Council for an easement across that right-of-way in order to access the property in this application.

The applicant intends to use this parcel for warehousing purposes.

If developed at a C-5 level, the developer would be required to place at least a 6-foot masonry fence along all property lines that abut residentially-zoned districts. The water tower property is currently zoned R-1.

Character of Neighborhood: The general character of the area is low density residential and commercial.

Zoning and Uses of Property Nearby: The property to the north is zoned C-5, to the east is C-2 and R-1, to the south is R-1 and to the west is C-2.

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

Planning Commission Recommendation: The Mustang Planning Commission voted 7:0 to recommend approval of this application at their March 24, 2015 meeting. Please see attached minutes. Please note: These minutes were not yet formally approved by the Mustang Planning Commission.

Professional Staff Recommendation: Staff recommends approval of this rezoning application. The land abuts commercial property on three sides, and the city's water tower to the south. It is adjacent to property owned by the application and he intends to expand his current use to this lot.

7. FINANCIAL IMPACT: None

8. STAFF SOURCE: Melissa Helsel, Community Development Director

9. CITY ATTORNEY'S COMMENTS:

10. RESOLUTION/ORDINANCE NO. _____

ORDINANCE NO. 1123

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA AMENDING THE ZONING ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AS AMENDED, TO CHANGE CERTAIN PROPERTY LOCATED IN CANADIAN COUNTY, OKLAHOMA, FROM "R-1" SINGLE-FAMILY DISTRICT TO "C-5" COMMERCIAL INTENSIVE DISTRICT AND, DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. That the Zoning Ordinance of the City of Mustang, Oklahoma, as amended, is hereby amended to change the Official Zoning Map, to include therein the following described property in the City of Mustang, Canadian County, State of Oklahoma from "R-1" SINGLE-FAMILY DISTRICT TO "C-5" COMMERCIAL INTENSIVE DISTRICT

LEGAL DESCRIPTION OF COMPLETE PROPERTY FOR REZONING:

A part of the Northeast Quarter (NE/4) of Section Thirty-Three (33), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, and being more particularly described as follows: Beginning 20 rods West and 20 rods South of the Northeast corner; thence West 8 rods; thence South 10 rods; thence East 8 rods; thence North 10 rods to the point of beginning; Less and Except: Commencing at the Northeast corner of the said NE/4; thence West on the North line of said NE/4 a distance of 462.00 feet; thence S 00°18'35" E and parallel to the East line a distance of 330.00 feet to the point of beginning; thence continuing S 00°18'35" E a distance of 165.00 feet; thence East parallel to the North line a distance of 30.00 feet; thence N 00°18'35" W parallel to the East line a distance of 165.00 feet; thence West parallel to the North line a distance of 30.00 feet to the point of beginning.

Section 2. REPEALER

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

Section 3. SEVERABILITY

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

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

Section 4. EMERGENCY

It being immediately necessary for the preservation of the public health, peace and safety of the City of Mustang and the inhabitants thereof, and 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 _____, 2015.

Mayor

ATTEST:

City Clerk

APPROVED as to form this ____ day of _____, 2015.

City Attorney

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

1. Rezoning Application RZ-1-30-15-1-33, Joe Anderson, 130 W. State Highway 152, R-1, Single Family Residential to C-5 Commercial Intensive District.

Community Development Director Melissa Helsel provided a brief overview of the location of the property in the rezoning application. This property is located just north of the City of Mustang water tower near the intersection of Mustang Road and Highway 152. It is just south of the pawn and gun shop. It is only .386 acres. The owner of the property is Joe Anderson and he also owns the long strip of land that is just to the west of this property. The back of his property has a warehouse that he rents out to Charlie Beans Coffee. He wants to rezone this property next to it to C-5 to build an additional warehouse for that same business.

The Andersons sold a 30-foot strip of land to the city for access to the water tower, and that divides the two Anderson properties. **Mr. Anderson** has approached the city about obtaining an easement to drive across it from one property to the other.

The long range plan for the property calls for commercial/retail, so this request does conform to the comprehensive plan. It is zoned R-1 right now. He intends at this time to use it for warehousing purposes.

If developed, he will be required to place a 6-foot masonry fence wherever this property abuts any residentially zoned property. The water tower property is zoned R-1. In addition, anywhere that vehicles will park or drive would have to be paved.

This parcel is in the middle of several commercial and residentially-zoned parcels. It is technically land-locked, although it can be entered from the drive on the neighboring property, and by crossing the city's property.

For it to adjoin the property next to it is probably the best solution for this property, as long as an access agreement is approved by the City Council.

The long-range plan calls for Commercial/Retail development on this property, so this request is in-line with the long-range plan. His intention is to use it for warehousing purposes.

The surrounding area is residential and commercial. To the north is C-5, to the east is C-2 and some R-1, to the south is R-1 and to the west is C-2.

Staff recommends approval of this application. It abuts commercially-zoned property on three sides, and the city water tower to the south. The adjacent property is owned by the same person and they would like to be able to utilize that vacant lot.

Mr. B. Brown pointed out that the property is land-locked.

Mr. J. Brown asked a question about protocol for amending a commercial zoning request to a lower designation at the meeting. **Ms. Helsel** explained the process to him.

Chairman McDaniel opened the public hearing.

Mr. Gary Carter of 216 S. Mustang Road came forward. He asked what other uses are permitted in C-5 districts. He was concerned about chemical storage particularly. He was also concerned about tractor trailer parking and volatile liquid storage.

Ms. Helsel showed **Mr. Carter** the table of permitted uses in Commercial Districts and the table for Industrial Uses.

Jeannette Carter of 216 S. Mustang Road came forward. She requested that a masonry fence be required along the south edge of the property, where it abuts the water tower land.

Mr. McDaniel asked if a warehouse can be built in C-5, could it also be built in C-4? **Ms. Helsel** stated that "warehouse, inside storage" is a use only permitted in C-5 districts.

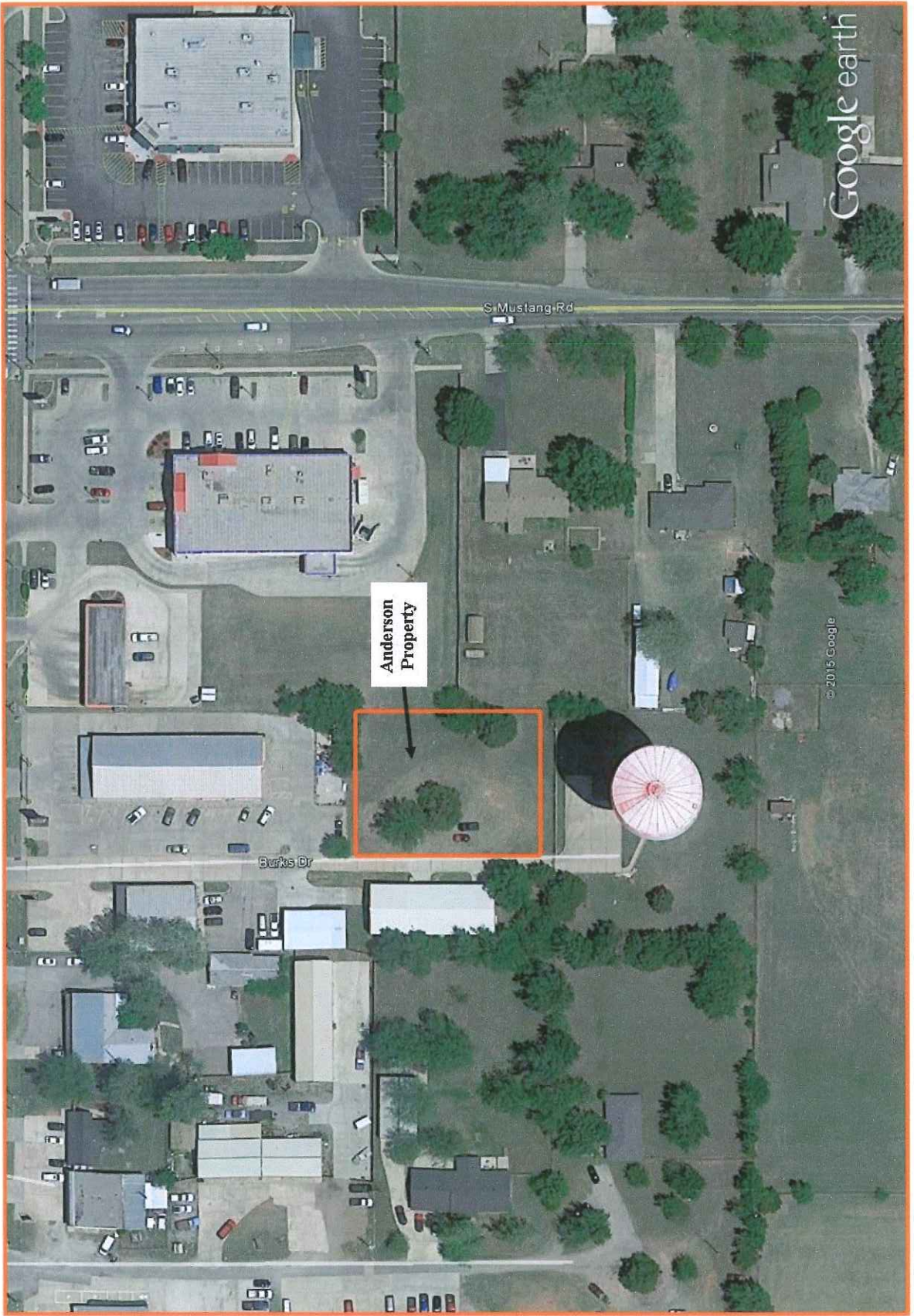
Hearing no further comments, **Mr. Homer** made a motion to close the public hearing. **Mr. Hix** seconded the motion. The motion was approved unanimously.

Mr. Homer made a motion to recommend approval of this rezoning application to the City Council. **Mr. Bratton** seconded the motion. A roll call vote was taken:

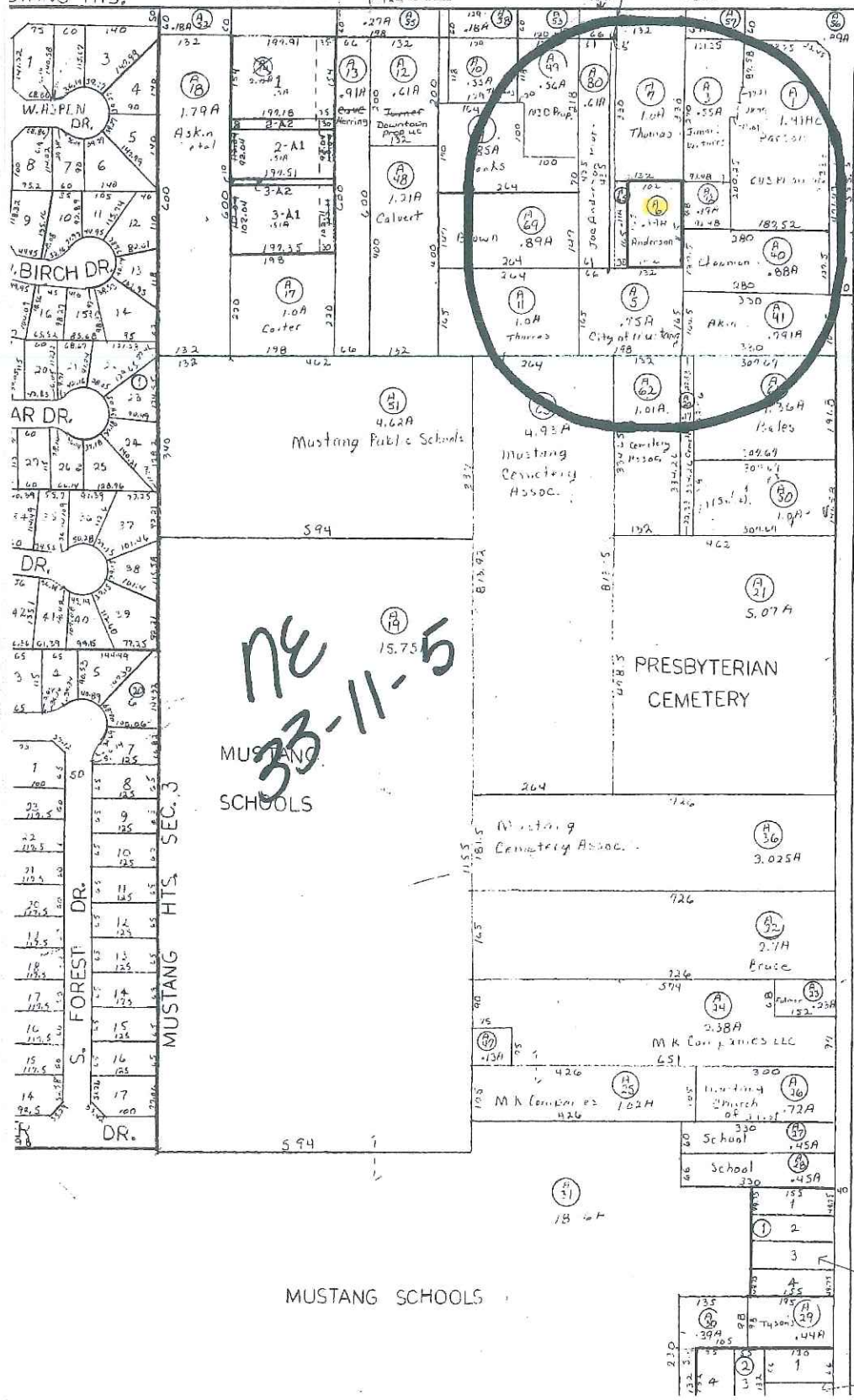
Jan Yakish	Yes
Dan Hix	Yes
Jesse Bratton	Yes
Jerry Brown	Yes
Brett Brown	Yes
Brad Homer	Yes
Billy McDaniel	Yes

The motion passed 7- 0.

Mr. McDaniel announced that this item would be heard at the April 7th City Council meeting.



• 250



VER ADDN



ANDERSON PROPERTY (1)



ANDERSON PROPERTY (2)

**PUBLIC HEARING NOTICE OF THE
MUSTANG PLANNING COMMISSION**

On Tuesday, March 24, 2015, beginning at 7:00 p.m. in the Council Chambers at Mustang City Hall located at 1501 N Mustang Road, Mustang, OK 73064, a Public Hearing will be conducted on the following:

NOTICE OF REDISTRICTING

CURRENTLY ZONED: R-1 – Single Family Residential District
REQUESTED ZONING: C-5 – Commercial Intensive District
APPLICATION BY: Joe Anderson
PROPERTY OWNER: Joe Anderson

ADDRESS OF PROPERTY: 130 W State Highway 152

LEGAL DESCRIPTION OF COMPLETE PROPERTY FOR REZONING:

A part of the Northeast Quarter (NE/4) of Section Thirty-Three (33), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, and being more particularly described as follows: Beginning 20 rods West and 20 rods South of the Northeast corner; thence West 8 rods; thence South 10 rods; thence East 8 rods; thence North 10 rods to the point of beginning; Less and Except: Commencing at the Northeast corner of the said NE/4; thence West on the North line of said NE/4 a distance of 462.00 feet; thence S 00°18'35" E and parallel to the East line a distance of 330.00 feet to the point of beginning; thence continuing S 00°18'35" E a distance of 165.00 feet; thence East parallel to the North line a distance of 30.00 feet; thence N 00°18'35" W parallel to the East line a distance of 165.00 feet; thence West parallel to the North line a distance of 30.00 feet to the point of beginning.

As an interested property owner your comments are invited at the public hearing for or against the request. You may file a written petition and offer oral argument and evidence for or against granting the request.

Please feel free to call the Community Development Department at 376-9873 between 8:30 a.m. and 5:00 p.m. to make inquires about the application.

Respectfully,

Melissa Helsel, Community Development Director

ABSTRACTOR'S SPECIAL CERTIFICATE

STATE OF OKLAHOMA)
) ss.
COUNTY OF CANADIAN)

OLD REPUBLIC TITLE COMPANY OF OKLAHOMA, a corporation and bonded abstractor, hereby certifies:

That the following is a list of all owners of record as shown by the current year tax rolls in the office of the County Treasurer of Canadian County, Oklahoma, to the lands surrounding and within 300 feet of:

A part of the Northeast Quarter (NE/4) of Section THIRTY-THREE (33), Township ELEVEN (11) North, Range FIVE (5) West of the Indian Meridian, Canadian County, Oklahoma, and being more particularly described as follows:
Beginning 20 rods West and 20 rods South of the Northeast corner; thence West 8 rods; thence South 10 rods; thence East 8 rods; thence North 10 rods to the point of beginning; LESS AND EXCEPT: Commencing at the Northeast corner of the said NE/4; thence West on the North line of said NE/4 a distance of 462.00 feet; thence S 00°18'35" E and parallel to the East line a distance of 330.00 feet to the point of beginning; thence continuing S 00°18'35" E a distance of 165.00 feet; thence East parallel to the North line a distance of 30.00 feet; thence N 00°18'35" W parallel to the East line a distance of 165.00 feet; thence West parallel to the North line a distance of 30.00 feet to the point of beginning.

OWNER OF RECORD: JOE ANDERSON PROPERTY MGMT CO LLC
 136 W. HIGHWAY 152
 MUSTANG, OK 73064
 *NE 33-11N-5W A6 .39 ACRES

That the addresses that are listed have been taken from the records of Canadian County, Oklahoma, unless noted after each address that they have been taken elsewhere.

GRANTEE & ADDRESS & LEGAL DESCRIPTION:

JIMANI VENTURES INC.
317 JASPER WAY
MUSTANG, OK 73064
*NE 33-11N-5W A72 .19 ACRES

GEORGE PARSON REVOCABLE TRUST
C/O CVS CAREMARK #6235-01
1 CVS DRIVE OCC. EXP. DEPT.
WOONSOCKET, RI 02895
*NE 33-11N-5W A1 1.46 ACRES

STATE OF OKLAHOMA, DEPT OF TRANSPORTATION
OFFICE OF LAND ACQUISITIONS
200 NE 21ST ST
OKLAHOMA CITY, OK 73105
*NE 33-11N-5W A56 .89 ACRES

STATE OF OKLAHOMA, DEPT OF TRANSPORTATION
OFFICE OF LAND ACQUISITIONS
200 NE 21ST ST
OKLAHOMA CITY, OK 73105
*NE 33-11N-5W A57 .17 ACRES

JIMANI VENTURES INC.
317 JASPER WAY
MUSTANG, OK 73064
*NE 33-11N-5W A3 .55 ACRES

EVERETT THOMAS
126 W. HIGHWAY 152
MUSTANG, OK 73064
*NE 33-11N-5W A7 1 ACRE

DONALD & CHARLENE ANDERSON, TRUSTEES
211 S. NELSON DR
MUSTANG, OK 73064
*NE 33-11N-5W A8 .09 ACRES

JOE ANDERSON PROPERTY MGMT CO LLC
136 W. HIGHWAY 152
MUSTANG, OK 73064
*NE 33-11N-5W A80 .61 ACRES

CITY OF MUSTANG
1501 N. MUSTANG RD
MUSTANG, OK 73064
*NE 33-11N-5W A66 .05 ACRES

STATE OF OKLAHOMA, DEPT OF TRANSPORTATION
OFFICE OF LAND ACQUISITIONS
200 NE 21ST ST
OKLAHOMA CITY, OK 73105
*NE 33-11N-5W A53 .17 ACRES

NJD PROPERTIES LLC
1907 E. WILLOW CREEK TER
MUSTANG, OK 73064
*NE 33-11N-5W A49 .56 ACRES

RANDY THOMAS
126 W. HIGHWAY 152
MUSTANG, OK 73064
*NE 33-11N-5W A10 .33 ACRES

RODNEY FRANKS
224 1/2 W. HIGHWAY 152
MUSTANG, OK 73064
*NE 33-11N-5W A9 .85 ACRES

CITY OF MUSTANG
1501 N. MUSTANG RD
MUSTANG, OK 73064
*NE 33-11N-5W A65 .11 ACRES

NATALIE & BRUCE FREEMAN JR.
200 S. BURKS DR
MUSTANG, OK 73064
*NE 33-11N-5W A69 .89 ACRES

EVERETT THOMAS
126 W. HIGHWAY 152
MUSTANG, OK 73064
*NE 33-11N-5W A11 1 ACRE

CITY OF MUSTANG
1501 N. MUSTANG RD

MUSTANG, OK 73064
*NE 33-11N-5W A5 .75 ACRES

MUSTANG CEMETERY ASSOCIATION
1501 N. MUSTANG RD
MUSTANG, OK 73064
*NE 33-11N-5W A63 4.93 ACRES

MUSTANG CEMETERY ASSOCIATION
1501 N. MUSTANG RD
MUSTANG, OK 73064
*NE 33-11N-5W A62 1.01 ACRES

MUSTANG CEMETERY ASSOCIATION
1501 N. MUSTANG RD
MUSTANG, OK 73064
*NE 33-11N-5W A20 .17 ACRES

KENNETH BALES
7525 S. CIMARRON RD
MUSTANG, OK 73064
*NE 33-11N-5W A64 1.36 ACRES

GERALD HIGGINBOTTOM
211 S. MUSTANG RD
MUSTANG, OK 73064
*NE 33-11N-5W A40 .88 ACRES

JERRY & JEANETTE CARTER
215 S. MUSTANG RD
MUSTANG, OK 73064
*NE 33-11N-5W A41 .79 ACRES

Due care and diligence have been exercised in preparing this report; however, no liability is assumed for the correctness or completeness of information furnished.

DATED: January 13, 2015 at 7:30 A.M.

OLD REPUBLIC TITLE COMPANY OF OKLAHOMA
Bonded Abstractor

Lynne Babbitt

SUBSCRIBED and sworn to before me this 16th day of January, 2015

SEAL

Jackie K. Ogilvie
Commission Number: 99016193

My Commission expires: 9/30/2015

Order No. 15168498



CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: N-3

2. MEETING DATE: April 7, 2015

3. TITLE: Approval of contract and statutory bond with RDM Construction, Inc. for project titled 59th Street Bridge Waterline Relocation

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Justin Battles, Assistant City Manager

6. BACKGROUND: In 2014 the City of Mustang was notified by Oklahoma City that they would be constructing a new bridge on 59th Street between Czech Hall Road and Clear Springs. In the planning stages Oklahoma City notified us that a current waterline would need to be relocated as the new bridge will be constructed for future four lane road. The City of Mustang asked Oklahoma City if it was possible to design around the water line and the engineer for Oklahoma City stated that they could not.

Staff employed Cowan Group to write specifications for the project and the water line relocation was put out for public bid. Bids were opened on March 12, 2015 at 10am in the council chambers. The City of Mustang received four bids which are listed below.

At the March 17 council meeting project was awarded to the low bidder, RDM Construction, Inc.

7. FINANCIAL IMPACT: \$39,900.00

8. STAFF'S COMMENTS: Staff recommends approval of contract and statutory bond. Maintenance bon will be presented at the second meeting in April.

9. STAFF SOURCE: Justin Battles, Assistant City Manager

CONTRACT AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this 24 day of March, 2015 by and between the Mustang Improvement Authority, Mustang, Oklahoma, party of the first part, hereinafter termed "Owner", and RDM Const., Inc., 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 59TH Street Bridge Waterline Relocation. 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:

Thirty Nine Thousand Nine Hundred Dollars and No Cents (\$39,900.00)

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.

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.

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 **Thirty (30) 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 **\$500.00** 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.

(12) COST REDUCTION PROPOSALS The Contractor may submit to the Engineer, in writing, proposals for modifying the Plans, Specifications or other requirements of the Contract for the purpose of reducing the cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance or design and safety standards.

To best utilize the cost reduction incentive program, the Contractor may submit a cost reduction change proposal as follows:

In order for Owner to accept or reject a change proposal concept the Contractor should submit a "Conceptual Proposal." However, the Contractor does have the option to directly submit a Formal Proposal.

- I. The Conceptual Proposal shall provide the following minimum information:
- a. A narrative describing both the existing contract requirements for performing the work and the proposed change.
 - b. A listing of work items affected by the proposed change, including any change in project time and/or traffic detour(s).
 - c. An initial (rough) estimate of the net savings which the change is expected to generate.

The Contractor may proceed to the Formal Proposal upon approval of the Conceptual Proposal.

- II. The Formal Proposal shall contain the following information:
- a. A narrative describing both the existing contract requirements for performing work and the proposed change.
 - b. A detailed cost estimate of performing the work under the existing contract and under the proposed change (including all items affected).
 - c. A detailed analysis of the net savings to be generated from the change proposal, after all costs associated with the proposal, including road user costs where applicable, are deducted.
 - d. A date by which City must respond on the approval or disapproval of the Formal Proposal.

The Owner is not obligated to approve the Contractor's formal change proposal, even if the "Conceptual Proposal" is accepted. Furthermore, the decision of the City to approve/disapprove the change proposal will be final and will not be subject to any further action.

The provisions of this Subsection shall not be construed to require the City Engineer to consider any cost reduction proposal which may be submitted hereunder; proposed changes in basic design of a bridge or of a pavement type will not be considered as an acceptable cost reduction proposal; the City will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted pursuant to this Subsection nor for any delays to the work attributable to any such proposal. If a cost reduction proposal is similar to a change in Plans or Specifications for the project under consideration by the City at the time said proposal is submitted, or if such a proposal is based upon or similar to the

Standard Specifications, Special Provisions or Plans adopted by the Owner after the advertisement for the contract, the Owner will not accept such proposal. The Owner reserves the right to make such changes without compensation to the Contractor under the provisions of this Subsection.

The Contractor shall continue to perform the work in accordance with the requirements of the Contract until an executed change order incorporating the cost reduction proposal has been issued. If an executed change order has not been issued by the date upon which the Contractor's cost reduction proposal specifies that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such cost reduction proposal shall be deemed rejected.

In determining the estimated net savings, the right is reserved to disregard the contract bid prices, if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

The Owner reserves the right where it deems such action appropriate, to require the Contractor to share in the Owner's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall indicate his acceptance thereof in writing, and such acceptance shall constitute full authority for the City to deduct amounts payable to the Owner from any moneys due or that may become due to the Contractor under the Contract.

If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance will be a contract change order, which shall specifically state that it is executed pursuant to this subsection. Such change order shall incorporate the changes in the Plans and Specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect, and shall include any conditions upon which the Owner approval thereof is based if the approval of the Owner is conditional. The change order shall also set forth the estimated net savings in the cost of performing the work attributable to the cost reduction proposal effectuated by the change order, and shall further provide that the Contractor be paid 10 percent of said estimated net savings amount.

Acceptance of the cost reduction proposal and performance of the work there under shall not extend the time of completion of the contract unless specifically provided for in the contract change order authorizing the use of the cost reduction proposal.

The amount specified to be paid to the Contractor in the change order which effectuates a cost reduction proposal shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the work thereof pursuant to the said change order. The amount specified to be paid the Contractor will be paid on the final estimate.

The Owner expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the City when it determines that said proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted such proposal will be eligible for compensation pursuant to this Subsection, and in that case, only as to those contracts awarded to him prior to submission of the accepted cost reduction proposal. Cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this Subsection of the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the Owner. Subject to the provisions contained herein, the Owner or any other public agency shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

This Subsection of the Specifications shall apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

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

APPROVED by the Mustang Improvement Authority this _____ day of _____, 2015.

By (*Signature*): _____

Printed Name: _____

Title: _____

ATTEST

City Clerk

City Seal

APPROVED as to form and legality this _____ day of _____, 2015.

CITY ATTORNEY

Printed Name: _____

"CONTRACTOR"
RDM Const. Inc.

If an Individual: _____ doing business

as: _____

By (signature): _____

Print Name: _____

Title: _____

If a Corporation (signature): Roger D Mayes

Print Name: ROGER D MAYES

Title: President

ATTEST:

Carol Gayman
Secretary

Business Address of Contractor
RDM Const., Inc.
P.O Box 921
Purcell, OK 73080
405-527-5838 (o)/ 405-527-5615 (f)



STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, RDM Const., Inc., as Principal,
and Westfield Insurance Company, as Surety,
authorized and, where required, licensed to transact business in the State of Oklahoma, are held and
firmly bound unto THE STATE OF OKLAHOMA, in the sum of
Thirty Nine Thousand Nine Hundred and 00/100----- Dollars (\$ 39,900.00),
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 March 24, 20 15, for 59th Street Bridge Waterline Relocation
(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 24th day of March, 20 15.

ATTEST:

Carla Ramirez
Secretary

PRINCIPAL

By Roger M. Mays

Its RESIDENT

SURETY

Westfield Insurance Company

ATTEST:

Patti Jackson
Secretary Patti Jackson

By Deborah L. Raper

It's Attorney-in-fact Deborah L. Raper

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



RDMCO-1

OP ID: V2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/26/2015

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 RICH & CARTMILL - OKC 1608 NW Expressway, Suite 100 OKLAHOMA CITY, OK 73118 Travis E Brown		CONTACT NAME: Vivian Dodson PHONE (A/C, No, Ext): 405-418-8622 E-MAIL ADDRESS: vdodson@rcins.com FAX (A/C, No): 405-418-8641		
INSURED RDM Const., Inc. PO Box 921 Purcell, OK 73080		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Mid Continent Casualty Co		23418
		INSURER B: Employers Mutual Cas Co		21415
		INSURER C: Compsource Mutual Ins Co		36188
		INSURER D:		
		INSURER E:		
INSURER F:				

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			04-GL-000908692	05/01/2014	05/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			5E11080	05/01/2014	05/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$
	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/A			00758907-14-1	05/01/2014	05/01/2015	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater			5C1-10-80	05/01/2014	05/01/2015	Leased or Rented 250,000

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

Re: 59th Street Bridge Waterline Relocation.

CERTIFICATE HOLDER

MUST-01

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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General
Power
of Attorney

CERTIFIED COPY

POWER NO. 3520502 01

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JOHN KELLY DEER, STEPHEN MICHAEL POLEMAN, VAUGHN PAUL GRAHAM, TRAVIS E. BROWN, MARK D. NOWELL, LINDA L. LOUDERMILK, CINDY M. REYNOLDS, DEBORAH L. RAPER, SUSANNE CUSIMANO, DWIGHT A. PILGRIM, SHELLI R. SAMSEL, JOINTLY OR SEVERALLY

of **TULSA** and State of **OK** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **26th** day of **SEPTEMBER A.D., 2013**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **26th** day of **SEPTEMBER A.D., 2013**, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by his order.

Notarial
Seal
Affixed



William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **24th** day of **March** A.D. **2015**.



Frank A. Carrino, Secretary

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 **03/17/15** MIA Minutes
- *2. Claims List for **FY '15**
- *3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
- *4. Acceptance of **Sanitary Sewer Easement** for the Mustang Public Schools ROTC Training Center.

E. INFORMATION/REPORTS

- 1. Trustee Manager
- 2. Trustees

F. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Approval of Contract and Statutory Bond with RDM Construction, Inc., for Project Titled 59th Street Bridge Waterline Relocation.

G. ADJOURNMENT

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

MUSTANG IMPROVEMENT AUTHORITY
MARCH 17, 2015

The Mustang Improvement Authority met in regular session on Tuesday, March 17, 2015, 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, March 13, 2015, at 9:15 a.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 **7:51 p.m.**

B. ROLL CALL

Trustees Present: Taylor
Bowers
Jones
Hagan
Schweinberg
Adams

Trustees Absent: Staples

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **03/03/15** MIA Minutes
- *2. Claims List for **FY '15**
- *3. Approval of **First Amendment** to the Operation, Maintenance, and Management Services Agreement between Severn Trent Environmental Services, Inc. and the Mustang Improvement Authority.

MOTION was made by **Trustee Taylor**, seconded by **Trustee Schweinberg**, to approve Items D-1 thru D-3 of the Consent Agenda.

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

E. INFORMATION/REPORTS

1. **Trustee Manager**

None.

2. **Trustees**

None.

F. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Acceptance of Bids for Project titled 59th Street Bridge Waterline Relocation.

MOTION was made by **Trustee Schweinberg**, seconded by **Trustee Taylor**, to Accept all Qualified Bids, except for the bid submitted by Utili-Link, Inc., for Project titled 59th Street Bridge Waterline Relocation.

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

- *2. **Discussion, Consideration and Possible Action** regarding Awarding of Bid for Project titled 59th Street Bridge Waterline Relocation.

MOTION was made by **Trustee Schweinberg**, seconded by **Trustee Jones**, to Award the Bid for Project titled 59th Street Bridge Waterline Relocation to RDM Construction in the amount of \$39,900.00.

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

G. ADJOURNMENT

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

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

NAY: None

Meeting was adjourned at **7:54 p.m.**

Jay Adams, Chairman

Attest:

Lisa Martin, Secretary

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68 GENERAL GOVERNMENT						
15-1124	01-B0024	BANCFIRST	2013 BOND PAYMENT	4/2015	201503200834	95,312.67
15-1635	01-B0024	BANCFIRST	OWRB 2009 SERIES TRUSTEE	3/2015	5000394	750.00
15-1107	01-E1106	EST ENGINEERING	ENGINEERING FOR S. MUST.	3/2015	34090	14,742.00
15-1689	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	3/2015	201503310921	9.69
DEPARTMENT TOTAL:						110,814.36
DEPARTMENT: 72 WATER						
15-1686	01-C0108	COWAN GROUP	ENGINEERING SERVICES	3/2015	1870A	5,396.50
15-1624	01-00055	OG&E COMPANY	ELECTRIC SERVICE	3/2015	201503200839	1,550.60
DEPARTMENT TOTAL:						6,947.10
DEPARTMENT: 75 SEWER						
15-1697	01-C0010	CADDO ELECTRIC CO-OP INC	ELECTRIC SERVICE	4/2015	201504010930	318.00
15-1686	01-C0108	COWAN GROUP	ENGINEERING SERVICES	3/2015	1870A	12,967.66
15-1617	01-00010	OKLAHOMA NATURAL GAS	GAS SERVICE	3/2015	201503200837	229.70
15-1642	01-00010	OKLAHOMA NATURAL GAS	GAS SERVICE	3/2015	201503240849	151.40
DEPARTMENT TOTAL:						13,666.76
DEPARTMENT: 78 SANITATION						
15-0285	01-00121	O.E.M.A.	MONTHLY SANITATION	3/2015	25611	78,990.66
DEPARTMENT TOTAL:						78,990.66
FUND TOTAL:						210,418.88

FUND: 70 - MIA RESERVE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 70		ADMINISTRATION				
15-1686	01-C0108	COWAN GROUP	ENGINEERING SERVICES	3/2015	1870A	1,291.50
DEPARTMENT TOTAL:						1,291.50
FUND TOTAL:						1,291.50
GRAND TOTAL:						412,779.56