MUSTANG CITY COUNCIL
MUSTANG MUNICIPAL BUILDING
1501 N. MUSTANG ROAD
MUSTANG, OKLAHOMA 73064

AUGUST 15, 2017
7:00 P.M.

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION

Dave Bryan, Senior Pastor, Chisholm Heights Baptist Church

C. ROLL CALL

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

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 Councilmember's that item will be removed and heard in regular order.

1. Approval of **08/01/2017** City Council Minutes.
*2. Claims List for **FY 2017**.
*3. Claims List for **FY 2018**.
4. Approval of **Resolution No. 18-011** making changes in the General Fund Budget by making a Supplemental Appropriation to Increase the 2017-2018 Fiscal Year Budget by $328,434.
5. Approval of Facility User Agreement for City of Mustang Sports Facility.

G. INFORMATION/REPORTS

1. City Manager

2. City Council

H. DISCUSSION ITEMS

1. **Discussion, Consideration and Possible Action** regarding Acceptance of Bids and Awarding Lowest Qualified Bid for Project Labeled Town Center Expansion.

2. **Discussion, Consideration and Possible Action** regarding Acceptance of Bids and Awarding Lowest Qualified Bid for Project Labeled Mustang Road Waterline Relocation.

3. **Presentation** of the City of Mustang Comprehensive Plan "Imagine Mustang".

J. CITY ATTORNEY'S REPORT

1. **Discussion, Consideration and Possible Action** to approve an Addendum to Purchase and Donation Agreement between the City of Mustang, Oklahoma, as Buyer, and Todd L. Martin and Shari Breit Martin, husband and wife, individually and as Trustees of the Todd Lavell Martin Living Trust, as Sellers, to purchase certain property described therein and to accept a cash donation from Sellers to the City of Mustang; **and, proposed Executive Session as authorized by 25 Okla. Stat. §307(B)(3).**

K. ADJOURNMENT

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

MUSTANG CITY COUNCIL
AUGUST 1, 2017

The Mustang City Council met in regular session on Tuesday, August 1, 2017, 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, July 28, 2017, at 3:30 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

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

Pastor Bryan led the assembly in the Pledge and Invocation. He stated campers were coming home and summer was winding down. He also stated the Church celebrated generations with grandparents and grandchildren party and stated they would also be celebrating marriage, honoring couples who have been married 50 or more years, stating so far, they have 52 couples who have been married for that length of time.

C. ROLL CALL

Councilmembers Present:	**Riley**
	Leete
	Grider
	Jones
	Hagan
	Schweinberg
Councilmembers Absent:	**Adams**

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

Joe Hanby, addressed the Council stating he was a member of Boy Scout Troop 390 and was working on his Communications Merit Badge and part of the criteria included attending a City Council meeting.

Councilman Leete stated he was deployed with Joe's father and has worked with him either together or in the same building a couple of times since then and welcomed Joe to the meeting and thanked him for attending.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

1. Approval of **07/18/2017** City Council Minutes.
*2. Claims List for **FY 2017.**
*3. Claims List for **FY 2018.**
*4. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
5. Approval to Turn **Past Due Library Accounts** over to the Collection Agency.
6. Approval of **Resolution No. 18-009** making changes in the Library Fund Budget by making a Supplemental Appropriation to Increase the 2017-2018 Fiscal Year Budget by $1,337.
7. Approval to Declare Three Crown Victoria Vehicles as **Surplus**, and Authorizing Disposal of those Items.
8. Approval of **Retirement** from Oklahoma Municipal Retirement Fund (OMRF) for Desiree Webber, Library Director.

MOTION was made by **Councilman Leete,** seconded by **Councilman Grider**, to approve Items F-1 through F-8 of the Consent Agenda.

AYE: **Riley, Leete, Grider, Jones, Hagan, Schweinberg**
NAY: **None**

G. INFORMATION/REPORTS

1. **City Manager**

City Manager Rooney introduced newly hired Police Officer, Cody McDaniel, and Fire Fighter, Justin McGehee stating funding was approved in this year's budget.

2. **City Council**

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

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

Councilman Jones stated he and *Assistant City Manager Battles* had been working on an issue and had come to acceptable arrangements.

Councilman Grider stated he had received calls regarding the Comprehensive Plan and explained the Plan does not change zoning and it would still go through the same process stating it seemed to calm them down.

Councilman Leete stated he had received a few phone calls this week, but were easily resolved.

Councilman Riley did not have anything to report.

Vice Mayor Schweinberg stated he had received several calls regarding a few things and he and *Assistant City Manager Battles* were working on them.

H. DISCUSSION ITEMS

1. **Public Hearing, Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1150**, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 90, of the Code of Ordinances of the City of Mustang, Oklahoma, by Adding Section 90-7, Partially Vacating an Easement Dedicated to the City of Mustang, which Easement is located East of and Adjacent to Lot 8 of Mitchell Addition to the City of Mustang, Canadian County, Oklahoma, According to the Recorded Plat thereof, as more particularly described in the Ordinance; Declaring Repealer; Providing for Severability; and Declaring an Emergency.

Community Development Director Helsel stated this was a request for vacation of a right of way easement in Mitchell Addition stating the initial reading was held June 20, 2017. She stated there was an undeveloped 60 foot right of way between two properties, 1830 E Lily Lane and 1904 E Lily Lane, stating the property owners have maintained the property for several years. She stated the right of way easement was created when the Mitchell Addition plat was filed stating it never developed as a road.

Helsel stated the property owners are asking the City to vacate the right of way and split between the two property owners. She stated it has no potential to be used as a right of way and backs up to back yards stating there are no City utilities in this area and no protests were received from property owners within 300 feet. **Helsel** stated ONG and Cox Communications submitted letters of no objection and Staff recommends approval of the application.

MOTION was made by **Councilman Jones,** seconded by **Councilman Riley**, to open the matter for Public Hearing.

AYE: **Riley, Leete, Grider, Jones, Hagan, Schweinberg**
NAY: **None**

Mr. Terry Payne, 1904 E Lily Lane, addressed the Council stating he had owned his property since 1987 and been mowing the right of way all this time. He stated he had been told after several years of nonuse, the property would go to the land owners stating they would take care of it and keep it looking nice.

MOTION was made by **Councilman Jones,** seconded by **Councilman Grider**, to close the Public Hearing.

AYE: **Riley, Leete, Grider, Jones, Hagan, Schweinberg**
NAY: **None**

MOTION was made by **Councilman Grider,** seconded by **Councilman Leete**, to Approve **Ordinance No. 1150**, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 90, of the Code of Ordinances of the City of Mustang, Oklahoma, by Adding Section 90-7, Partially Vacating an Easement Dedicated to the City of Mustang, which Easement is located East of and Adjacent to Lot 8 of Mitchell Addition to the City of Mustang, Canadian County, Oklahoma, According to the Recorded Plat thereof, as more particularly described in the Ordinance; Declaring Repealer; Providing for Severability.

AYE: **Riley, Leete, Grider, Jones, Hagan, Schweinberg**
NAY: **None**

MOTION was made by **Councilman Grider,** seconded by **Councilman Leete**, to Declare an Emergency.

AYE: **Riley, Leete, Grider, Jones, Hagan, Schweinberg**
NAY: **None**

2. **Discussion, Consideration and Possible Action** regarding Approval of Municipal Lease/Purchase of Five (5) Police Vehicles with RCB Bank for a Three (3) Year Term; documents to include, but not limited to, Lease/Purchase Agreement, **Resolution No. 18-010**, and Statement of Essential Use; Approval of initial payment of $77,289.20 to RCB Bank; and Authorizing Staff to Execute Documents.

Police Chief Groseclose stated this was a three year municipal lease/purchase agreement for five Chevy Tahoes stating RCB Bank provided the best interest rate. He stated the price of the Tahoes were approximately $780 above what was budgeted due to the cost of the vehicles changing a little. He stated the vehicles were being purchased off of State Contract.

City Manager Rooney stated the Limited Purpose Fund has a good balance and was comfortable absorbing the shortfall of approximately $780 through it.

MOTION was made by **Councilman Leete**, seconded by **Councilwoman Hagan**, to Approve Municipal Lease/Purchase of Five (5) Police Vehicles with RCB Bank for a Three (3) Year Term; documents to include, but not limited to, Lease/Purchase Agreement, **Resolution No. 18-010**, and Statement of Essential Use; Approval of initial payment of $77,289.20 to RCB Bank; and Authorizing Staff to Execute Documents.

AYE: **Riley, Leete, Grider, Jones, Hagan, Schweinberg**
NAY: **None**

J. CITY ATTORNEY'S REPORT

None.

K. ADJOURNMENT

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

AYE: **Riley, Leete, Grider, Jones, Hagan, Schweinberg**
NAY: **None**

The meeting was adjourned at **7:16 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: 13		PARKS AND RECREATION				
17-2083	01-B1079	THE BRIDGE DAYCARE	REFUND ON POOL PARTY	6/2017	17-00308	300.00
17-1916	01-00055	OG&E COMPANY	ELECTRIC SERVICE	6/2017	201708045857	98.17
17-1980	01-00055	OG&E COMPANY	ELECTRIC SERVICE	6/2017	201708045831	2.68
17-1811	01-S0093	SMART TECHNOLOGIES, INC	TREND NET WIRELESS ANTENN	6/2017	717302	65.00
					DEPARTMENT TOTAL:	465.85
DEPARTMENT: 15		GENERAL GOVERNMENT				
17-0079	01-P0151	PB EQUIPMENT MANAGEMENT,	INLEASE PAYMENT ON MAIL MAC	6/2017	3304137801	154.07
					DEPARTMENT TOTAL:	154.07
DEPARTMENT: 19		BALL COMPLEX				
17-1926	01-I1119	STEPHEN WHOLESALE CO, INC.	FOOD FOR CONCESSION	6/2017	6719473a	50.00
17-1684	01-L0052	LOCKE SUPPLY CO	ZIP TIES FOR SPORTS COMPL	6/2017	31442191-00a	42.63
17-1980	01-00055	OG&E COMPANY	ELECTRIC SERVICE	6/2017	201708045831	6.57
					DEPARTMENT TOTAL:	99.20
DEPARTMENT: 31		COMMUNITY DEVELOPMENT				
17-1139	01-V0050	CELLCO PARTNERSHIP	CELL PHONE	6/2017	9789687135	53.10
					DEPARTMENT TOTAL:	53.10
DEPARTMENT: 41		POLICE				
17-0111	01-M0055	SANTIAGO BRENNAN'S MCDONALD	PRISONER MEALS	6/2017	5788-5837	333.46
17-0100	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	6/2017	9789949752	164.96
					DEPARTMENT TOTAL:	498.42
DEPARTMENT: 42		ANIMAL CONTROL				
17-0108	01-M0236	MUSTANG VETERINARY HOSPITAL	VETERINARY CHARGES	6/2017	201708045830	135.00
17-0100	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	6/2017	9789949752	8.97
					DEPARTMENT TOTAL:	143.97

FUND: 01 - GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 51		FIRE				
17-1916	01-00055	OG&E COMPANY	ELECTRIC SERVICE	6/2017	201708045857	972.37
					DEPARTMENT TOTAL:	972.37
DEPARTMENT: 61		STREETS				
17-1885	01-C0010	CKENERGY ELECTRIC COOPERATI	ELECTRIC SERVICE	6/2017	201708045828	62.65
17-1916	01-00055	OG&E COMPANY	ELECTRIC SERVICE	6/2017	201708045857	8,972.53
					DEPARTMENT TOTAL:	9,035.18
					FUND TOTAL:	11,422.16

FUND: 39 - LIMITED PURPOSE SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 72		WATER				
17-1895	01-S0057	SEVERN TRENT SERVICES INC	MAINTENANCE CAP OVERAGE	6/2017	22138	20,149.98
					DEPARTMENT TOTAL:	20,149.98
					FUND TOTAL:	20,149.98

FUND: 01 - GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		MAYOR AND COUNCIL				
18-0057	01-B0130	CHRISTOPHER HOWARD BOX	ALTERNATE JUDGE	8/2017	201708045837	400.00
18-0078	01-C0108	COWAN GROUP ENGINEERING, LL	ENGINEERING FEES	8/2017	3149	3,677.00
					DEPARTMENT TOTAL:	4,077.00
DEPARTMENT: 11		CITY MANAGER				
18-0053	01-A0122	ALLIANCE MAINTENANCE, INC	JANITORIAL SERVICES	8/2017	94907	675.00
18-0093	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	8/2017	201708085874	13.62
18-0206	01-M0001	STAR COMMUNICATION CORPORAT	ADS FOR JOB OPENINGS	8/2017	4715	72.00
18-0116	01-M0180	MUSTANG CHAMBER OF COMMER	CHAMBER LUNCHEONS	8/2017	13063	96.00
18-0205	01-M0234	MUSTANG TIMES	ADS FOR JOB OPENINGS	8/2017	TT14016	88.00
18-0510	01-M0234	MUSTANG TIMES	1 YEAR SUBSCRIPTION	8/2017	201708095878	22.00
					DEPARTMENT TOTAL:	966.62
DEPARTMENT: 12		LIBRARY				
18-0302	01-B1023	BTAC ACQUISITION CORP.	NONFICTION BOOKS FOR COLL	8/2017	5014639805	27.72
18-0317	01-B1023	BTAC ACQUISITION CORP.	ADULT FICTION	8/2017	5014639806	205.07
18-0295	01-P0089	PROQUEST LP	ANCESTRY LIBRARY GENEOLOG	8/2017	70470974	2,874.00
18-0431	01-S1187	SUN BREAKS PUBLISHING	BOOKS	8/2017	201	71.94
					DEPARTMENT TOTAL:	3,178.73
DEPARTMENT: 13		PARKS AND RECREATION				
18-0479	01-C0278	COX COMMUNICATIONS, INC.	TV FOR TREADMILLS	8/2017	201708045838	92.32
18-0235	01-D0081	DALLAS RICHARDSON	SOUND SETUP FOR EVENT	8/2017	3981	500.00
18-0233	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	8/2017	201708085875	410.33
18-0226	01-G0109	VICTOR J. GUTIERREZ	LIVE MUSIC FOR SPECIAL EV	8/2017	201708045841	800.00
18-0136	01-O0035	OKLAHOMA ELECTRIC COOPERATI	ELECTRIC SERVICE	8/2017	201708045846	3,900.95
18-0139	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	8/2017	201708045844	134.73
18-0264	01-S0132	SCIENCE MUSEUM OKLAHOMA	CAMP FIELD TRIP	8/2017	129704003000	560.00
18-0227	01-S0236	SWANK MOTION PICTURES, INC	LICENSE FOR MOVIES/EVENTS	8/2017	2368176	413.00
18-0263	01-Y0025	DOUGLAS M. NEEL	CAMP FIELD TRIP	8/2017	425311	231.00
					DEPARTMENT TOTAL:	7,042.33

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		GENERAL GOVERNMENT				
18-0094	01-F0078	DAIOHS USA, INC	COFFEE SERVICES	8/2017	183477	65.25
18-0136	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	LECTRIC SERVICE	8/2017	201708045846	818.87
18-0144	01-P0151	PB EQUIPMENT MANAGEMENT, IN	LEASE ON MAIL MACHINE	8/2017	201708045849	298.66
18-0155	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	8/2017	201708085871	71,087.36
18-0157	01-S0093	SMART TECHNOLOGIES, INC	TREND MAINTENANCE AGREEME	8/2017	717394	3,179.95
18-0159	01-S0173	STANDLEY SYSTEMS, LLC	COPIER LEASE/USAGE	8/2017	740330	2,815.37
					DEPARTMENT TOTAL:	78,265.46
DEPARTMENT: 16		TRANSFERS				
18-0040	01-L0045	LIMITED PURPOSE FUND	10% EXCESS OVER $800,000.	8/2017	201708085866	3,814.13
18-0041	01-M0210	MUSTANG IMPROVEMENT AUTHORI	SALES TAX TRANSFER	8/2017	201708085865	438,141.31
18-0045	01-S0205	STREET IMPROVEMENT FUND	TRANS. TO STREET IMPROV.	8/2017	201708045835	15,000.00
					DEPARTMENT TOTAL:	456,955.44
DEPARTMENT: 18		TOWN CENTER				
18-0247	01-A0122	ALLIANCE MAINTENANCE, INC	CLEANING SUPPLIES	8/2017	94906	4,435.00
18-0344	01-D0089	DAVE'S SAFE & LOCK LLC	INSTALL LOCK ON DOOR	8/2017	5987	450.00
18-0343	01-F0078	DAIOHS USA, INC	COFFEE & SUPPLIES	8/2017	183479	49.95
18-0325	01-M0205	SAMUEL HAYES	REPAIRS TO DOOR	8/2017	888223	660.00
18-0452	01-M0205	SAMUEL HAYES	REPAIR DOORS	8/2017	888224	380.00
18-0136	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	LECTRIC SERVICE	8/2017	201708045846	13,568.92
18-0279	01-S1165	INTERLINE BRANDS, INC	SUPPLIES FOR T.C.	8/2017	407804723	555.46
18-0323	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	8/2017	407804715	12.63
18-0239	01-W0139	WEATHERMAN MECHANICAL, INC	HVAC REPAIRS	8/2017	22181-16240	275.95
					DEPARTMENT TOTAL:	20,387.91
DEPARTMENT: 19		BALL COMPLEX				
18-0229	01-B1019	BEN E. KEITH COMPANY	FOOD FOR CONCESSION	8/2017	63588346	1,382.83
18-0233	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	8/2017	201708085875	469.48
18-0230	01-I1119	STEPHEN WHOLESALE CO, INC.	FOOD FOR CONCESSION	8/2017	6749401	505.07
18-0222	01-M1000	MAZZIO'S MUSTANG INC	PIZZA FOR CONCESSION	8/2017	471651	332.50
18-0136	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	LECTRIC SERVICE	8/2017	201708045846	1,065.20
18-0139	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	8/2017	201708045844	203.97
18-0225	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES FOR C	8/2017	407804699	325.92
					DEPARTMENT TOTAL:	4,284.97

FUND: 01 - GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20		AQUATICS				
18-0248	01-C0044	CARDINAL POOLS OF OKLAHOMA,	CHEMICALS FOR AQUATICS	8/2017	233054	315.00
18-0136	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	LECTRIC SERVICE	8/2017	201708045846	2,890.64
					DEPARTMENT TOTAL:	3,205.64
DEPARTMENT: 21		FINANCE				
18-0093	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	8/2017	201708085874	6.32
18-0486	01-W0015	WALKER STAMP & SEAL	NOTARY RENEWAL	8/2017	201708045853	108.50
					DEPARTMENT TOTAL:	114.82
DEPARTMENT: 31		COMMUNITY DEVELOPMENT				
18-0069	01-C0020	CANADIAN COUNTY CLERK	FILING FEES FOR ABATEMENT	8/2017	R518798	15.00
18-0092	01-F0094	FLEETCORE TECHNOLOGIES, INC	BULK FUEL	8/2017	NP51083510	324.49
18-0509	01-M0234	MUSTANG TIMES	1 YEAR SUBSCRIPTION	8/2017	201708095877	22.00
18-0140	01-O0096	OKLAHOMA UNIFORM BUILDING C	COLLECTION OF STATE FEES	8/2017	201708045848	292.00
18-0175	01-V0050	CELLCO PARTNERSHIP	CELL PHONE SERVICE	8/2017	9789687135D	123.85
18-0180	01-X0004	JOHN RYCZKOWSKI	MOWING & CLEANING ABATEME	8/2017	201708045854	435.00
					DEPARTMENT TOTAL:	1,212.34
DEPARTMENT: 41		POLICE				
18-0052	01-A0122	ALLIANCE MAINTENANCE, INC	FACILITY CLEANING	8/2017	94908	1,295.00
18-0437	01-B0215	BOB HOWARD DODGE INC	REPAIR TO UNIT 210	8/2017	316943	1,445.78
18-0065	01-C0107	CIRCA, INCORPORATED	ANNUAL SERVICE CONTRACT	8/2017	20896	4,445.00
18-0097	01-F0078	DAIOHS USA, INC	COFFEE SERVICE	8/2017	183485	245.60
18-0402	01-K0059	KINGSTON FLOORING LLC	DISPATCH FLOORING	8/2017	2456	2,778.86
18-0126	01-M0170	DAVID L. MORRIS	VEHICLE REPAIRS	8/2017	7-21-17	560.00
18-0127	01-M0286	JIMANI VENTURES INC.	OIL CHANGES	8/2017	257624	315.92
18-0136	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	LECTRIC SERVICE	8/2017	201708045846	5,561.53
18-0394	01-S0093	SMART TECHNOLOGIES, INC	ADD MEMORY TO SERVER	8/2017	717377	278.00
18-0199	01-S0206	STOLZ TELECOM, LLC	UNIT 220 UPFIT	8/2017	2538	1,463.99
18-0166	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	8/2017	9789949752C	385.07
					DEPARTMENT TOTAL:	18,774.75

FUND: 01 - GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 42		ANIMAL CONTROL				
18-0128	01-M0236	MUSTANG VETERINARY HOSPITAL	VETERINARY SERVICES	8/2017	201708045843	65.00
18-0166	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	8/2017	9789949752C	20.93
					DEPARTMENT TOTAL:	85.93
DEPARTMENT: 51		FIRE				
18-0183	01-C1118	GLOBAL BUSINESS, INC.	UNIFORM CLEANING	8/2017	1119137	8.00
18-0451	01-E0043	EMSA	ALS-SUBSIDY	8/2017	201708045840	1,750.00
18-0465	01-I0021	INTL ASSOC OF FIRE CHIEFS,	IAFC MEMBERSHIP DUES	8/2017	201708045842	239.00
18-0139	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	8/2017	201708045861	583.32
					DEPARTMENT TOTAL:	2,580.32
DEPARTMENT: 61		STREETS				
18-0071	01-C0010	CKENERGY ELECTRIC COOPERATI	ELECTRIC SERVICE	8/2017	201708045839	1,944.90
18-0136	01-O0035	OKLAHOMA ELECTRIC COOPERATI	ELECTRIC SERVICE	8/2017	201708045846	971.88
18-0139	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	8/2017	201708045844	4,733.16
					DEPARTMENT TOTAL:	7,649.94
					FUND TOTAL:	608,782.20

FUND: 15 - PENNY EXT - 10% P.S. SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE				
18-0101	01-G0030	GENERAL FUND	TRANSFER 10% P.S.-POLICE	8/2017	201708095883	10,400.00
					DEPARTMENT TOTAL:	10,400.00
DEPARTMENT: 51		FIRE				
18-0102	01-G0030	GENERAL FUND	TRANSFER 10% P.S.-FIRE	8/2017	201708095884	10,400.00
					DEPARTMENT TOTAL:	10,400.00
					FUND TOTAL:	20,800.00

FUND: 39 - LIMITED PURPOSE SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE				
18-0403	01-S0093	SMART TECHNOLOGIES, INC	ADD NETWORK DROP	8/2017	717379	675.00
18-0213	01-S1002	STERLING J. BEECROFT, LLC	PARKING LOT LIGHT REPLACE	8/2017	3382	7,677.00
					DEPARTMENT TOTAL:	8,352.00
					FUND TOTAL:	8,352.00

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO.** E4

2. **MEETING DATE:** August 15, 2017

3. **TITLE:**
Discussion, Consideration and Possible Action to Approve Resolution No. 18-011 for a Budget Supplemental in the General Fund for the Fiscal Year 2017-2018.

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

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

6. **BACKGROUND:**
A purchase and donation agreement was entered between the City and Todd L. Martin and Shari Breit Martin on May 16, 2017 and will be funded with the 2016 Series Note (Mustang Improvement Authority). The closing date is scheduled for August 18, 2017 to purchase the entire parcel land as the future Fire Substation/Emergency Operations Center. The purchase price for the Property is $327,000 plus appraisal, title review, survey and property inspections costs of $1,434. The Sellers has agreed to make a donation to the City of Mustang in the amount of $150,000.

A supplemental appropriation to increase the General Fund in the amount of $328,434 to be appropriated in fiscal year 2018.

7. **FINANCIAL IMPACT:**

8. **STAFF COMMENTS:**

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

10. **ORDINANCE /RESOLUTION NO. 18-011**

RESOLUTION NO. 18-011

A RESOLUTION TO MAKE CHANGES IN THE GENERAL FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2017-2018 FISCAL YEAR BUDGET BY $182,000.

WHEREAS, A purchase and donation agreement was entered between the City and Todd L. Martin and Shari Breit Martin on May 16, 2017 and will be funded with the 2016 Series Note (Mustang Improvement Authority). The closing date is scheduled for August 18, 2017 to purchase the entire parcel land as the future Fire Substation/Emergency Operations Center. The purchase price for the Property is $327,000 plus appraisal, title review, survey and property inspections costs of $1,434. The Sellers has agreed to make a donation to the City of Mustang in the amount of $150,000;

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:	
Donations (01-45100)	$150,000
Transfer from MIA (01-46872)	178,434
Totals:	$328,434
Expenditures:	
Land – EOC (01-515-5941)	$328,434
Total	$328,434

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **15th** day of **August 2017**.

_____

Mayor

ATTEST:

_____

City Clerk

CITY OF MUSTANG

AGENDA COMMENTARY

1. **ITEM:** E-5

2. **MEETING DATE:** August 15, 2016

3. **TITLE:** Approval of Facility User Agreement for City of Mustang sports facilities

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

5. **INITIATOR:** Justin Battles, Assistant City Manager

6. **BACKGROUND:** Facility user agreement for the football complex was approved at the July 5, 2016 city council meeting. This agreement is set to be renewed on a yearly basis. Agreement is attached.

7. **FINANCIAL IMPACT:**

8. **STAFF'S COMMENTS:** Staff recommends approval of agreement with the Mustang Youth Football Association

9. **STAFF SOURCE:** Justin Battles, Assistant City Manager

Sports Facility Agreement
Wild Horse Park Football Agreement

This Agreement, made and entered into this 15th day of August, 2017 between the City of Mustang (the "CITY") and the Mustang Youth Football Association, a not for profit corporation (hereinafter called "Club");

WITNESSETH:

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

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

3. That the term of this Agreement shall run from **August 15th, 2017 through July 1, 2018**, and may be renewed upon approval by both parties for the next year.

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

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

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

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

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

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

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

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

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

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

6. Club further agrees to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF MUSTANG

By_____

Mayor

ATTEST:

_____

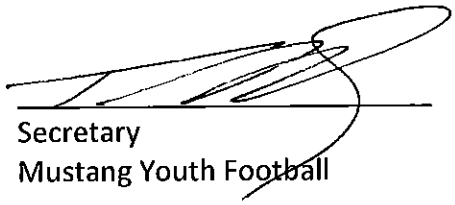
City Clerk

MUSTANG YOUTH FOOTBALL

By_____

President

ATTEST:



Secretary

Mustang Youth Football

CITY OF MUSTANG

AGENDA COMMENTARY

1. ITEM: H-1

2. MEETING DATE: August 15, 2017

3. TITLE: Acceptance of bids and awarding lowest qualified bidder bid for project labeled Town Center Expansion

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Justin Battles, Assistant City Manager

6. BACKGROUND:

In June of 2017 the City of Mustang and Red Prairie Design Group published a notice to bidders for project labeled Town Center Expansion. This project was included in the Sales Tax Extension approved by voters on August 23, 2016. Bids were received until August 3, 2017 at 2pm. A total of twelve bids were received and are listed below.

Company:	**Base bid:**	**Alt. 1**	**Alt. 2**
A.C. Owen Construction	$2,920,000	$95,000	$26,000
Anderson and House	$3,413,000	$112,000	$31,500
Daniels & Daniels Const.	$3,398,500	$106,700	$28,700
Fenix Construction	$3,122,000	$113,000	$31,000
Hoey Construction	$3,173,000	$107,000	$28,500
Jenco Construction	$3,133,000	$133,000	$36,000
Pillar Contracting	$3,104,000	$106,000	$29,000
Pope Construction	$3,198,000	$125,738	$34,600
Red Oak Contractors	$3,169,950	$117,176	$28,532
Shiloh Enterprises	$3,085,000	$116,000	$32,000
WL McNatt & Co.	$3,100,000	$107,000	$28,900
Wynn Construction	$3,126,000	$122,000	$34,000

7. FINANCIAL IMPACT: None/ Contract approval

8. STAFF'S COMMENTS: Staff recommends accepting all qualified bids and awarding to the lowest qualified bidder, which is A.C. Owen Construction.

9. STAFF SOURCE: Justin Battles, Assistant City Manager

RED PRAIRIE DESIGN GROUP

Bid Tabulation

Date: August 3, 2017 2:00pm | Location: City of Mustang Town Center | Project: Town Center Expansion | Purpose: Construction Bids

Company Name	Attended Pre Bid	Bond Provided	Req'd Bid Documents	Acknowledge Addend. 1 and 2, 3rd	Base Bid	Alternate 1	Alternate 2	Contingency Acknowledged	
A.C. Owen Construction	Yes	✓	✓	✓	$2,920,000.00	$95,000.00 (+)	$26,000.00 (+)		
Anderson and House	Yes	✓	✓	✓	$3,413,000.00	$112,000.00 (+)	$31,500.00 (+)		
Daniels and Daniels Construction	Yes	✓	✓	✓	$3,398,500.00	$106,700.00 (+)	$28,700.00 (+)		
Diversified Construction	Yes	—	—	—		—	—		
Fenix Construction	Yes	✓	✓	✓	$3,122,000.00	$113,000.00 (+)	$31,000.00 (+)		
Hoey Construction	Yes	✓	✓	✓	$3,173,000.00	$107,000.00 (+)	$28,500.00 (+)		
Jenco Construction	Yes	✓	✓	✓	$3,133,000.00	$133,000.00 (+)	$36,000.00 (+)		
Landmark Construction	Yes	—	—	—		—	—		
LG Construction Co.	Yes	—	—	—		—	—		
Phoenix Construction	Yes	—	—	—		—	—		
Pillar Contracting	Yes	✓	✓	✓	$3,104,000.00	$106,000.00 (+)	$29,000.00 (+)		
Pope Construction	Yes	✓	✓	✓	$3,198,000.00	$125,738.00 (+)	$34,600.00 (+)		
Rangles Construction	Yes	—	—	—		—	—		
Red Oak Contractors	Yes	✓	✓	✓	$3,169,950.00	$117,176.00 (+)	$28,532.00 (+)		
Shiloh ~~Construction~~ Enterprises	Yes	✓	✓	✓	$3,085,000.00	$116,000.00 (+)	$32,000.00 (+)		
WL McNatt & Co.	Yes	✓	✓	✓	$3,100,000.00	$107,000.00 (+)	$28,900.00 (+)		
Wynn Construction	Yes	✓	✓	✓	$3,126,000.00	$122,000.00 (+)	$34,000.00 (+)		
Landmark Construction	Yes	—	—	—	—	—	—		

RED PRAIRIE
DESIGN GROUP

August 8, 2017

Justin Battles, Asst. City Manager
Lisa Martin, City Clerk
City of Mustang
1501 N. Mustang Rd.
Mustang, OK 73064

Dear Mr. Battles and Ms. Martin,

Red Prairie Design Group facilitated construction bids for the Town Center Expansion for the City of Mustang on August 3, 2017. We have reviewed the bids submitted by each contractor and recommend awarding the contract to AC Owen Construction. A copy of the recommended bid is attached.

Further information regarding the bid process is as follows:

- Twenty-one General Contractors attended the mandatory Pre-Bid Conference.
- During the course of bidding four addendums were issued by the design team.
- The City of Mustang received twelve bid packets.
- Each packet was reviewed and read aloud within the City Hall Council Chambers
- The low bidder is qualified and within the allocated budget.
- Alternates were included in the bids to allow the City to replace worn flooring surfaces immediately adjacent to the new construction.
- The low bidder estimates the project will be completed in 365 calendar days.
- A copy of the construction contract was included in the bid documents to assure each bidder was aware of the requirements.

We are pleased that the results of the design and bid process achieve the City goals within the allocated budget and look forward to the construction phase of the project. Please contact me if you have any questions or require additional information.
Respectfully,

Red Prairie Design Group

Patrick K. Bumpas, AIA
Principal

P.O. Box 21565, Oklahoma City, OK 73156
P: 405.606.1023 F: 405.608.5992 E: pkb@redprairiedg.com

SECTION 00 1113
ADVERTISEMENT FOR BIDS

FROM:

1.01 THE OWNER (HEREINAFTER REFERRED TO AS OWNER):

A. City of Mustang

B. 1501 N. Mustang Road

C. Mustang, OK 73064-3903

1.02 AND THE ARCHITECT (HEREINAFTER REFERRED TO AS ARCHITECT):

A. Red Prairie Design Group

B. P.O. Box 21565

C. Oklahoma City, OK 73156

1.03 DATE: JUNE 26, 2017

1.04 TO: POTENTIAL BIDDERS

A. Your firm is invited to submit an offer under seal to Owner for construction of a facility located at 1201 N. Mustang Rd. before 2:00 pm local standard time on the 3rd day of August, 2017, for the following project: City of Mustang Town Center Expansion
   1. Bids shall be addressed Attention Lisa Martin, City Clerk

B. All bidders are required to prequalify to the requirements described in Document 00 2113 - Instructions to Bidders.

C. Project Description: The project consists of the construction of a new basketball gym, fitness area and the extension of a running track. The building is composed of 1 hour rated steel construction, CMU block, metal framing, brick and concrete masonry veneer.

D. Bid Documents may be obtained for a stipulated sum from Triangle A & E Inc., 7201 Broadway Extension, Oklahoma City, OK 73166, Telephone: (405)-848-4661. No partial sets will be issued.

E. Bidders will be required to provide Bid security in the form of a Bid Bond of a sum no less than 5 percent of the Bid Amount.

F. Bidders will be required to provide Bid Affidavits with their Bid Form.

G. A mandatory pre-bid conference will be held at Town Center, 1201 N. Mustang Rd. on July 25, 2017 at 1:00pm, in the lobby.

H. Refer to other bidding requirements described in Document 00 2113 - Instructions to Bidders and Document 00 3100 - Available Project Information.

I. Submit your offer on the Bid Form provided. Bidders may supplement this form as appropriate.

J. Your offer will be required to be submitted under a condition of irrevocability for a period of 45 days after submission. Bids for Alternates will be held irrevocable for 90 days.

K. The Owner reserves the right to accept or reject any or all offers.

1.05 SIGNATURE

A. For: City of Mustang

B.
   1. Signed:
   2. (Authorized signing officer)

END OF BID SOLICITATION

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF Oklahoma)
) ss.
COUNTY OF Oklahoma)

1. (s)he is the fully authorized agent of AC-Owen Construction, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;

2. (s)he is fully aware of the fact and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,

b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

AC-Owen Construction
Name of Bidder

By Aaron C. Owen

President
Title

Subscribed and sworn to before me this 3rd day of August, 2017.

Notary Public (or Court Clerk or Judge)

My Commission Expires: April 4, 2018

Commission Number: 14002990

JESSICA NICOLE MIDKIFF
NOTARY PUBLIC
No. 14002990
EXP. 4/04/2018
IN AND
FOR
STATE OF OKLAHOMA

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF Oklahoma)
) ss.
COUNTY OF Oklahoma)

I, Aaron C. Owen, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the Architect, Engineer, or other party to the project is as follows:

None.

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

None.

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

None.

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

AC-Owen Construction
Name of Bidder

By Aaron C. Owen

President
Title

Subscribed and sworn to before me this 3rd day of August, 2017.

Notary Public (or Court Clerk or Judge)

My Commission Expires: April 4, 2018

Commission Number: 14002990

JESSICA NICOLE MIDKIFF
NOTARY PUBLIC
STATE OF OKLAHOMA
No. 14002990
EXP. 4/04/2018
IN AND FOR

CERTIFICATE OF NONDISCRIMINATION

In connection with the performance of work under this Bid and the resulting Contract, the Bidder agrees as follows:

A. The bidder agrees not to discriminate against any employee or applicant for employment because of age, race, color, creed, sex, national origin, ancestry, or physical handicap. The bidder shall take affirmative action to insure that employees are treated without regard to their age, race, creed, color, national origin, sex, ancestry, or physical handicap. Such actions shall include, but not to be limited to, the following: employment, upgrading, demotions, or transfer, or pay or other forms of compensation and selection for training, including apprenticeship. The Bidder and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of The City of Mustang setting forth the provisions of this Section.

B. In the event of the Bidder's noncompliance with this Nondiscrimination Clause, the Contract may be canceled or terminated by the Contracting Public Entity. The Bidder may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Bidder and/or Subcontractors.

C. The Bidder agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above clause and agree to abide by its requirements.

ATTEST: (Corporate Seal)

AC-Owen Contruction
Name of Corporation or Firm

Signature

Signature

Aaron c. Owen - President

*On these lines, type or print the Names and Title of each person who signed above.

If Bidder's company is not incorporated, no corporate seal is required; however the following statement must be executed.

STATE OF _____)
) SS
COUNTY OF _____)

Subscribed and sworn to before me this _____day of_____, 20_____.

Notary Public

My Commission expires _____

My Commission number is_____

SECTION 00 4100

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

A. Owner
   1. City of Mustang
   2. Attention Lisa Martin, City Clerk
   3. 1501 Mustang Rd.
   4. Mustang, OK OK 73064-3903

1.02 FOR:

A. City of Mustang Town Center Expansion

1.03 DATE: 8/3/17 **(BIDDER TO ENTER DATE)**

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name AC-Owen Construction
   1. Address 1376 Fretz Drive
   2. City, State, Zip Edmond, OK 73003

1.05 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Red Prairie Design Group for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

B. Two Million Nine Hundred Twenty Thousand dollars ($2,920,000 –), in lawful money of the United States of America.

C. We have included the required security Bid Bond as required by the Instruction to Bidders.

D. We have included the list of all major subcontractors as required by the Instruction to Bidders.

E. All Cash and Contingency Allowances described in Section 01 2100 - Allowances are included in the Bid Sum.

1.06 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for 45 days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:
   1. Execute the Agreement within seven days of receipt of Notice of Award.
   2. Furnish the required bonds within seven days of receipt of Notice of Award.
   3. Commence work within seven days after written Notice to Proceed of this bid.

C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

A. If this Bid is accepted, we will:

B. Complete the Work in 365 calendar days from Notice to Proceed. (Bidder to enter number of days.)

1.08 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # 1 Dated 7/20/17.
2. Addendum # 2 Dated 7/27/17.
3. Addendum # 3 Dated 7/31/17.
4. Addendum # 4 Dated 8/2/17.

1.09 BID FORM SUPPLEMENTS

A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:

1. Document 00 4323-Alternatives

1.10 BID FORM SIGNATURE(S)

A. The Corporate Seal of

B. AC-Owen Construction

C. (Bidder - print the full name of your firm)

D. was hereunto affixed in the presence of:

E. Aaron C. Owen - President

F. (Authorized signing officer, Title)

G. (Seal)

H. _____

I. (Authorized signing officer, Title)

1.11 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF BID FORM

SECTION 00 4323

ALTERNATES FORM

PARTICULARS

1.01 THE FOLLOWING IS THE LIST OF ALTERNATIVES REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) AC-Owen Construction

1.03 TO (OWNER) .....

1.04 DATED 8/3/17 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

ALTERNATIVES LIST

2.01 THE FOLLOWING AMOUNTS SHALL BE ADDED TO OR DEDUCTED FROM THE BID AMOUNT. REFER TO SECTION 01 2300 - ALTERNATIVES: SCHEDULE OF ALTERNATIVES.

2.02 ALTERNATIVE # 1: (ADD) ~~(DEDUCT)~~ $ 95,000.—

2.03 ALTERNATIVE # 2: (ADD) ~~(DEDUCT)~~ $ 26,000 —

END OF SUPPLEMENT C

Liberty Mutual. The Ohio Casualty Insurance Company

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

A.C. Owen Construction, LLC

of Edmond, OK

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company , with its principal office in the City of Fairfield, Ohio (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Mustang, Oklahoma

of Mustang, Oklahoma

(hereinafter called the Obligee) in the penal sum of

Five Percent (5%) of the Amount Bid

Dollars $ N/A lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated August 3rd, 2017 for

Town Center Expansion

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: August 3rd, 2017

A.C. Owen Construction, LLC
(Principal)

By: _____

The Ohio Casualty Insurance Company

By: Vicki Wilson
Vicki Wilson (Attorney-in-Fact)

S-137-Rev.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7806938

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Austin K. Greenhaw; Clayton Howell; R. Brian Howell; Robert Jensen; Vicki Wilson; W. D. Howell, Jr.

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of June, 2017.

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

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 16th day of June, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of August, 20 17.

By: _____
Renee C. Llewellyn, Assistant Secretary

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

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

LMS_12873_022017

A|C|OWEN
CONSTRUCTION

August 3, 2017

Red Prairie Design Group
PO Box 21565
OKC, OK 73156

Re: Mustang Town Center Gym and Aerobic Addition – Potential Sub List

Mr. Bumpas

I would like to take this opportunity to thank you for allowing us to price the above mentioned project. Please see the list of potential subcontractors to be used on this project. These are preliminary in nature and are subject to change based on scope qualification and investigations. Please let me know if you have any questions or would like to discuss this in further detail.

Scope of Work – Subcontractor
Earthwork – Allen Roberts and Sons
Demo – Midwest Wrecking
Building Concrete – CEI or RSM Development
Masonry – Standard Masonry or C & N Masonry
Steel Fabrication – HK&S Iron
Steel Erection – Barber Construction
Roofing – multiple options, I need some time to qualify all the bids
Gyp Board Assemblies – Southwest OK Drywall
HVAC – RM Luna Co or Chaney Mechanical
Plumbing – Zamko Plumbing or SW OK Plumbing
Electric – SPJ Electric or A&B Electric Inc

Please let me know if there is any other specific trade or scope you'd like to see as this is not a complete list, but a list of "major subcontractors".

Please let me know if you have any questions or need any clarification.
Thank you for the opportunity to price this for you.

Sincerely,

Aaron Owen
A.C. Owen Construction

CITY OF MUSTANG

AGENDA COMMENTARY

1. ITEM: #2

2. MEETING DATE: August 15, 2017

3. TITLE: Acceptance of bids and awarding lowest qualified bidder bid for project labeled Mustang Road Waterline Relocation

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Justin Battles, Assistant City Manager

6. BACKGROUND:

The City of Mustang and Cowan Group Engineering published a notice to bidders for project labeled Mustang Road Waterline Relocation. This project is part of the South Mustang Road expansion and relocates the existing waterline. Bids were received until August 10, 2017 at 10 am. A total of 10 bids were received and are listed below.

Company:	**Base bid:**
4M Trenching LLC	$629,868.16
Krapff Reynolds Const. Co.	$690,565.88
Luckinbill	$716,980.30
Marsall Enterprises	$657,074.00
Mathews Trenching	$704,826.00
Patriot Construction	$685,550.60
SMC Utility Construction	$622,260.00
Southwest Water Works	$486,898.00
Web Construction	$722,793.61
Wee Construction	$663,311.00

7. FINANCIAL IMPACT: None/ Contract approval

8. STAFF'S COMMENTS: Staff recommends accepting all qualified bids and awarding to the lowest qualified bidder.

9. STAFF SOURCE: Justin Battles, Assistant City Manager

Mustang Road Waterline Relocation

OWNER:

Mustang Improvement Authority
1501 N. Mustang Road
Mustang OK, 73064
Project No. MUS-WT17-001

ENGINEER:

Cowan Group Engineering
7100 N. Classen, Suite 500
Oklahoma City, OK 73116
Project No. 14-216:011

BID DATE: **August 10, 2017 at 10:00 am**
City of Mustang Offices

Contractor	Base
4M Trenching LLC	$ 629,868.16
Abilez Construction Company	—
Kalka Construction Company	—
Krapff Reynolds Construction Company	$ 690,565.88
M&T Septic and Backhoe Service, Inc.	—
Mathews Trenching	$ 704,826.00
McKee Utility Contractors, Inc.	—
SMC Utility Construction	$ 622,260.00
Sooner Site Utility & Construction, LLC	—
Southwest Water Works	$ 486,898.00
Wee Construction	$ 663,311.00
Luckinbill	$ 716,980.30
MARSAW ENT.	$ 657,074.00
~~M&M Mathews Trenching~~	~~$ 704,826.00~~
PATRIOT CONST	$ 685,550.60
WEB CONST	$ 722,793.61

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. H-3

2. MEETING DATE: August 15, 2017

3. TITLE: IMAGINE MUSTANG COMPREHENSIVE PLAN UPDATE, HALFF & ASSOCIATES AND ADG PARTNERS, PRESENTATION, DISCUSSION AND PUBLIC HEARING.

4. COUNCIL ACTION: Seeking Council and Public Input on Plan Document.

5. INITIATOR: Community Development Department

6. Project Description: City staff and the Comprehensive Plan Team would like to ask for your feedback on the ***Imagine Mustang Comprehensive Plan*** draft.

A team of city staff and community leaders has been working on an update to Mustang's comprehensive plan for approximately one year. The Imagine Mustang team would like to hear your thoughts, comments and concerns about the plan draft. The purpose of this presentation and discussion is to gather your feedback on the plan. The Planning Commission held a public hearing on the plan on July 25th, and those minutes have been attached for your review.

The document you received represents our team's efforts in envisioning and creating a guide for the future of Mustang. It addresses issues such as stormwater management, parks and trails, land use, transportation mobility and economic development. It also includes a clear detailed implementation strategy.

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: Staff requests your feedback on the draft plan document. The final document will be brought back to you on September 5th for final adoption.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

PLANNING COMMISSION MEETING

MINUTES JULY 25, 2017

The Mustang Planning Commission met in a regular session on Tuesday, July 25, 2017 at 7:00 p.m. at the Mustang Municipal Building, City Council Chambers at 1501 N. Mustang Road. Notification of the meeting was posted Wednesday, July 19, 2017 in the foyer of the Mustang Municipal Building in compliance with the Open Meeting Act (25 OAS, Section 301, et. seq.)

I. **CALL MEETING TO ORDER: Commissioner Mr. McDaniel** called the meeting to order at 7:00 p.m.

II **PLEDGE OF ALLEGIANCE**

III. **ROLL CALL**

MEMBERS PRESENT:

Commissioner **Jan Yakish**
Commissioner **Dan Hix,** Secretary
Commissioner **Billy McDaniel,** Chairman
Commissioner **Brad Homer,** Vice-Chairman
Commissioner **Jerry Brown**
Commissioner **Darrell Johnson**

MEMBERS ABSENT:

Commissioner **Jesse Bratton**

STAFF PRESENT:

Melissa Helsel, Community Development Director
Radika Wheeler, Office Administrator
Jerry Calloway, Audio Visual Systems Operator
Morgan Shepard, City Planner

CITY ATTORNEY:

City Attorney, **Jonathan Miller**, was in attendance.

V. **APPROVAL OF MINUTES**: Approval of Minutes from the April 11, 2017 Planning Commission Meeting. **Mr. Homer** made a motion to approve the minutes, **Mr. Brown** seconded the motion. The motion was approved unanimously.

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

VII. **PUBLIC HEARING, DISCUSSION, CONSIDERATION AND RECOMMENDATION ON:**

1. **Imagine Mustang Comprehensive Plan Update, Halff & Associates and ADG Partners, Presentation, Discussion and Public Hearing.**

Community Development Director, Melissa Helsel, introduced members of the consulting firm. **Ms. Helsel** stated this meeting was to present and discuss the comprehensive plan. The Planning Commission will vote on August 8, 2017.

Rick Leisner of Halff & Associates gave a presentation on the Imagine Mustang Comprehensive Plan. Mr. Leisner gave an overview of the plan and briefly explained each chapter.

Mr. McDaniel asked what the black sections depicted on the future land use map represented. Mr. Leisner stated that there should not be any black on the map and there were printing issues that would be fixed.

Mr. Homer stated he wasn't able to read the entire document but was impressed with the information and the clarity.

Mr. Leisner stated that they worked to make this document interesting and engaging because it is intended to be a real tool for the community.

Mr. Homer stated he was glad to see stormwater and traffic discussed in the plan. These are the two biggest issues heard by the commissioners during meetings.

Mr. Leisner brought up the three scenarios mentioned in the presentation, he added that all three options are included in the plan to let private development and the market decide which one might become reality.

Mr. Homer stated he loved the first choice other than the fact that it goes over the golf course and the second location is also a good spot for people coming into the city from the east.

Mr. McDaniel opened the public hearing.

Roger Stickley, 1322 W State Highway 152, came forward and thanked the Commissioners for their service. He stated this is an excellent plan and he was on City Council when the previous comprehensive plan was adopted. This plan will help the city advance much more quickly. One of his concerns is the multi-family housing in the plan. Mr. Stickley believes multi-family housing has a 40 to 50-year lifespan based on information and statistics he gathered out of Oklahoma City. His issues are that multi-family complexes degrade over time, change hands multiple times, have out of state owners and some end up abandoned. He stated that the current Mustang Code is very strict and the multi-family apartment complexes have to apply as PUDs. Mr. Stickley discussed the demographics of the students in Mustang School District schools and the correlation between that and the number of multi-family apartments. He further stated that people in multi-family apartments face economic challenges that pass down to the children they raise and how they act in school. He concluded that Mustang is only 12 square miles and does not need more apartment complexes and recommended pulling the multi-family housing out of the plan.

Mr. Brown asked Mr. Stickley, based on his experience with City Council, how would he address stormwater issues at 59th and Sara Rd and what would relive runoff. **Mr. Brown** stated based on his experience, listening to residents, this is the number one concern.

Mr. Stickley responded working with Oklahoma City's City Council and to deal with stormwater before you start development.

Mr. Brown stated that what he appreciated about the plan is that it addresses stormwater in chapter 10.

Robert Crout, 1100 S Wild Rose Dr, read the whole plan and looked at it from a developer's perspective. He stated it was a pretty picture and it would take significant community support and financial support from the City of Mustang to make this happen. He stated he personally loves the street rightsizing, mobility and reconstruction of 152 but this will take a big investment, even with federal government help. The trails and bikeways will attract younger families to Mustang. The stormwater management is excellent and Mustang has gotten a lot better, the issues are either undeveloped issues or developed prior to the new drainage ordinances. Mr. Crout discussed the reality of the plan and that it would take a big developer to come in to do the town center concept. Mr. Crout stated these big developers will require multi-family and that multi-family drives the retail. Mr. Crout pointed out that in the scenarios mentioned the golf course option is located in a floodplain and there is a creek in the Morgan Road option that would be difficult for development. He believes the third option would be a good focus for development. He asked if they would re look at the 10 acres at Sara Rd and South West 59th, on the future land use map it is designated for residential growth and Mr. Crout stated that land is not suitable for residential zoning and suggested a church or school instead.

Mr. Brown and Mr. Crout discussed the ten acres at Sara Rd. and South West 59th St.

Chris LeGrange, 1216 N Clear Springs Rd. Mr. LeGrange stated his main concern is on the future land use plan, the retail is centered towards downtown except for one piece in his backyard, that is proposed neighborhood retail. Mr. LaGrange built his house in this location because there was no room for future development. He is concerned about the possibility of a strip mall or gas station. Mr. LaGrange stated the proposal calls for more high end homes and to raise the standard but at the same time there are Rausch Coleman homes being put in right across the street. Mr. LaGrange built his home as his retirement home and is biggest concern is the increase in development near his home. He questioned how the trees in the median would affect Mustang Rd and 152 as a wide load thoroughfare.

Mr. Hix responded that wide load thoroughfare routes are not under city control; these are approved by Oklahoma Department of Transportation.

Mr. LaGrange asked if a developer did the proposed downtown and street revitalizations could the city work with ODOT to find an alternate route around town. **Mr. Hix** responded they would have to look at the accessibility at that point and determine the best route.

Michelle Fuller, 448 E Carson Ln, stated she was also concerned about the divide down 152 with the trees and it being a state highway. Ms. Fuller asked if there was anything in this plan about a truck bypass or a town bypass. She mentioned the archways and the gateways and how the oversized trucks and loads would impact this. Ms. Fuller pointed out that the plan proposes walking trails along rail roads that are still in use at all hours. There is a fifty-foot easement from the center of the tracks to her property line and it is there for safety purposes, she questioned who would want to walk or bike along an active rail road line. The plan shows a greenbelt along land that is occupied and being used for agricultural purposes. She is concerned that the proposed trail would go alongside her house. She asked

who owned the property that was identified as a choice for a downtown, Mr. Leisner stated he was unsure.

Ms. Fuller stated that not everyone in this community who owns large pieces of property are willing to sell. There are people who plan on passing this down to their kids and grandkids. Not everyone is upscale and there are many who are middle class, working people living simple lives and that this not about becoming the next Edmond. Ms. Fuller stated the surveys were not fill in the blank, this was used to make it seem like there was community input and that this is what the community wants. Ms. Fuller concluded that her personal concern for the community is the water, she stated we need affordable and clean water.

Diana McClain, 415 E Carson Ln, stated that she read the plan, attended the meetings and has participated throughout the process. Ms. McClain stated at one of the meetings, residents were asked to identify, using colored stickers, things they like or disliked about the plan. Ms. McClain stated that almost everyone had issue with trees going down the middle of the highway. She stated that people didn't like them, saw no use for them and that it would cause a lot of traffic jams and wrecks. Ms. McClain pointed out questions nine and ten of the survey included in the water bill which asks citizens what is the most important and what is least important regarding quality of life in Mustang. Variety of housing options is something that is not important according to the results of the survey that 955 people answered. Ms. McClain referenced the plan presentation which reported 3,000 people responded to the survey. Ms. McClain asked to see the results which showed input from all the survey results and asked why 2,000 results were not included.

Mr. Brown asked Ms. McClain if her son or any other relatives lived in Mustang. Ms. McClain responded no.

Hearing no further comments, **Mr. McDaniel** closed the public hearing.

Mr. McDaniel reminded Commissioners tonight's meeting was just a discussion and in two weeks this item would be brought back to Planning Commission for a vote to recommend to City Council.

Mr. Brown asked how the next meeting would be published. **Ms. Helsel** responded the agenda will be published for both Planning Commission and City Council.

Mr. Homer stated that Commissioners do not always follow the plan, it is a recommendation.

Mr. Leisner of Halff and Associates requested to reply to some of comments made earlier. He stated they are not talking about forcing or suggesting anyone change their existing zoning. The future land use map is an opportunity to look at redevelopment or development of current vacant properties. They want to increase quality of life and create a range of housing price points, small lots and large lots. Ms. Leisner clarified that the golf course remains with in the downtown scenario, it will be treated as a water feature with development around the edges. Mr. Leisner met with ODOT and if the city wants to implement the road diet concept, ODOT will work with the community to find alternate routes for the trucks.

VI. NEW BUSINESS: No new business was declared.

VII. COMMISSIONER, STAFF COMMENTS:

VII. ADJOURNMENT:

Mr. Homer made a motion to adjourn. **Mr. Hix** seconded the motion, which was approved unanimously. The meeting was adjourned at 8:38 p.m.

_____ _____

CHAIRMAN **DATE**

_____

SECRETARY

PLANNING COMMISSION MEETING

MINUTES AUGUST 8, 2017

The Mustang Planning Commission met in a regular session on Tuesday, August 8, 2017 at 7:00 p.m. at the Mustang Municipal Building, City Council Chambers at 1501 N. Mustang Road. Notification of the meeting was posted Wednesday, August 2, 2017 in the foyer of the Mustang Municipal Building in compliance with the Open Meeting Act (25 OAS, Section 301, et. seq.)

I. **CALL MEETING TO ORDER:** Commissioner **Brad Homer** called the meeting to order at 7:00 p.m.

II **PLEDGE OF ALLEGIANCE**

III. **ROLL CALL**

MEMBERS PRESENT:

Commissioner **Jan Yakish**
Commissioner **Dan Hix,** Secretary
Commissioner **Jesse Bratton**
Commissioner **Brad Homer,** Vice-Chairman
Commissioner **Jerry Brown**

MEMBERS ABSENT:

Commissioner **Billy McDaniel,** Chairman
Commissioner **Darrell Johnson**

STAFF PRESENT:

Melissa Helsel, Community Development Director
Radika Wheeler, Office Administrator
Jerry Calloway, Audio Visual Systems Operator
Morgan Shepard, City Planner

CITY ATTORNEY:

City Attorney, **Jonathan Miller**, was in attendance.

V. **APPROVAL OF MINUTES**: Approval of Minutes from the July 25, 2017 Planning Commission Meeting. **Mr. Brown** made a motion to approve the minutes, **Ms. Yakish** seconded the motion. The motion was approved unanimously.

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

VII. **PUBLIC HEARING, DISCUSSION, CONSIDERATION AND RECOMMENDATION ON:**

1. **Imagine Mustang Comprehensive Plan Update, Halff & Associates and ADG Partners, Discussion, Consideration and Recommendation.**

Community Development Director, Melissa Helsel, introduced Rick Leisner of Halff & Associates and informed Commissioners that tonight they would whether to recommend the Imagine Mustang Comprehensive Plan to City Council. The first City Council meeting to discuss the plan will be August 15, 2017. City Council will vote on whether to approve the plan on September 5, 2017.

Rick Leisner, of Halff & Associates gave a presentation on the Imagine Mustang Comprehensive Plan. Mr. Leisner gave an overview of the plan process and briefly explained each chapter. He stated since the last public meeting, certain changes had been made based off comments given and errors that had been pointed out.

Mr. Brown asked if he would go over those changes. Mr. Leisner listed the changes that had been made.

Mr. Brown asked if council accepts this plan then who starts making the decisions to take the main street village concept to the next level.

Mr. Leisner all individual property owners have the opportunity to develop their land, only when they want to. There's no action by city government to move forward on this plan. It is a plan to advise the city and land owners, if development occurs let's see if it can follow this pattern or use. There are three different main village concepts and it depends on land owners, the market, redevelopment opportunity and other factors. One of the things that will activate this kind of development is the turnpike extension.

Mr. Brown stated redevelopment considers rezoning and rezoning doesn't come until a developer does. He stated he would encouragement to come from the city to select an option.

Mr. Leisner responded that many cities do act as an agent for change by a number of methods.

Mr. Homer opened the public hearing.

Deborah Jansak, 302 S Owen Dr, came forward. Ms. Jansak had several concerns and questions which she provided in a document to the Commissioners and city staff (see attached document). Ms. Jansak questioned the statistical data in the plan including who received the surveys, were renters and owners included in the same results, which survey accounted for which data set and if the survey from Western Days had the same questions as the one in the utility bill and what were those questions.

Mr. Brown made a motion to approve the recommendation of the Imagine Mustang Comprehensive Plan. **Mr. Hix** seconded the motion.

A roll call vote was taken:

Jan Yakish	**Yes**
Dan Hix	**Yes**
Jesse Bratton	**Yes**
Jerry Brown	**Yes**
Brad Homer	**Yes**

The motion was approved unanimously.

VI. NEW BUSINESS: No new business was declared.

VII. COMMISSIONER, STAFF COMMENTS:

VII. ADJOURNMENT:

Mr. Brown made a motion to adjourn. **Mr. Hix** seconded the motion, which was approved unanimously. The meeting was adjourned at 7:46 p.m.

_____ _____

CHAIRMAN **DATE**

_____

SECRETARY

Questions/comments of Mustang City Imagine Plan

Pdf file	Para/Page/Bullet	Question/Comment
COVER		Why this lovely document is called a "Plan" versus a "Vision"? Many of the suggestions directly impact private property either by use or value. Within the introduction paragraph (Section 5) it is referred to a "Vision"
5	Page 11	Stakeholders? How were they chosen and were they representative of the demographics of Mustang (age, income, education, etc.)?
6	Page 44, para 7	"Undeveloped land" is used instead of the lands current zoning of "AG". This land is held in private hands and "zoning" cannot be changed arbitrarily by the city. Why not ID as "AG"?
8	Scenario #1	Scenario #1 is based on using private property (golf course) for redevelopment. Is this even realistic?
8	Scenario #1, 2, 3	"Streetscape" I am assuming they are trees and other landscaping. Do the current property easements all this? And, who will be responsible for the maintenance of such trees – the city or the property owner?
8	Page 53, footnote	"... there are some structures that may need to be relocated ...". Whose property is going to be "moved" and how will they be compensated?
8	Page 58 - RE	RE currently requires just less than 1A/lot. The suggestion is to make 2A a minimum. Will that make all currently zoned RE properties non-conforming when they sell in the future? How will the city compensate the current owners for loss of value?
8	Page 58 -RM	Inadvertent typo – (assumed) call out 2 A/dwelling
8	Page 62	Show down grading to RM from RE (see above)
8	Page 64, 4.1.5	"Update to city zoning regulations..." Same questions as stated above. Who compensates the current owners? How can a city change zoning? Has this been coordinated with the Canadian Tax Assessor due to the reduction in property values?
9	Page 83, Action 5.2.4	Large truck traffic is not allowed through Mustang currently unless a special permit is given.
9	Page 84 & 85, Actions 5.3.1, 5.3.2, & 5.3.5	Sidewalks and walkability of Mustang west of Czech Hall is very bad. Why is "completing sidewalk master plan" identified as a "long-term" item whereas "implementing sidewalk infrastructure" identified as "short-term"?
13	Page 138, Action 9.1.2	A large percentage of the older neighborhoods do not have HOAs. Are you suggesting one gets imposed at a city level?

13	Page 139, Action 9.3.3	There are references to building "palette" standards being set. Does that not take away a private person's ability to self-determine aesthetics of their homes (not referring to building codes)?
15	Page 158, Updating Standards	Question: How can the city legally do this? I do absolutely agree with hiring additional Code Enforcement.
15	Page 159, 10.1.6	Why is current flooding issues prioritization as mid-term and no entry addressing the solution implementation??
Appendix - 16	General	The numbers just do not add up. Initially claimed 3K surveys returned, then (per people's comments) adjusted to 1K with a comment 100 surveys were disallowed. Why the confusion? And what criterion was used to disallow returned surveys? What are the actual numbers?
Appendix 16	General	Was this datum summary normalized against property owner versus renter?

MUSTANG IMPROVEMENT AUTHORITY
MUSTANG MUNICIPAL BUILDING
1501 N. MUSTANG ROAD
MUSTANG, OKLAHOMA 73064

AUGUST 15, 2017
7:00 P.M.

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. NEW BUSINESS

D. CONSENT AGENDA

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

1. Approval of **08/01/2017** MIA Minutes
*2. Claims List for **FY 2017**
*3. Claims List for **FY 2018**
4. Approval of **Resolution No. 18-012** making changes in the Mustang Improvement Authority Fund Budget by making a Supplemental Appropriation to Increase the 2017-2018 Fiscal Year Budget by $178,434.

E. INFORMATION/REPORTS

1. Trustee Manager

2. Trustees

F. DISCUSSION ITEMS

None.

G. ADJOURNMENT

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

MUSTANG IMPROVEMENT AUTHORITY
AUGUST 1, 2017

The Mustang Improvement Authority met in regular session on Tuesday, August 1, 2017, 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, July 28, 2017, at 3:30 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Vice Chairman Schweinberg called the meeting to order at **7:16 p.m.**

B. ROLL CALL

Trustees Present: **Riley**
Leete
Grider
Jones
Hagan
Schweinberg

Trustees Absent: **Adams**

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **07/18/2017** MIA Minutes
*2. Claims List for **FY 2017**
*3. Claims List for **FY 2018**

MOTION was made by **Trustee Grider**, seconded by **Trustee Leete**, to approve Items D-1 through D-3 of the Consent Agenda.

AYE: **Riley, Leete, Grider, Jones, Hagan, Schweinberg**
NAY: **None**

E. INFORMATION/REPORTS

1. Trustee Manager

None.

2. Trustees

None.

F. DISCUSSION ITEMS

None.

G. ADJOURNMENT

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

AYE: **Riley, Leete, Grider, Jones, Hagan, Schweinberg**
NAY: **None**

Meeting was adjourned at **7:17 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: 72		WATER				
17-1916	01-00055	OG&E COMPANY	ELECTRIC SERVICE	6/2017	201708045858	17,496.11
17-0235	01-S0057	SEVERN TRENT SERVICES INC	PUBLIC WORKS CONTRACT	6/2017	19645	90,274.90
17-1895	01-S0057	SEVERN TRENT SERVICES INC	MAINTENANCE CAP OVERAGE	6/2017	22138a	37,138.12
					DEPARTMENT TOTAL:	144,909.13
DEPARTMENT: 75		SEWER				
17-1885	01-C0010	CKENERGY ELECTRIC COOPERATI	ELECTRIC SERVICE	6/2017	201708045829	72.30
17-1916	01-00055	OG&E COMPANY	ELECTRIC SERVICE	6/2017	201708045858	204.75
17-0235	01-S0057	SEVERN TRENT SERVICES INC	PUBLIC WORKS CONTRACT	6/2017	19645	50,779.63
17-1895	01-S0057	SEVERN TRENT SERVICES INC	MAINTENANCE CAP OVERAGE	6/2017	22138a	20,890.19
					DEPARTMENT TOTAL:	71,946.87
					FUND TOTAL:	216,856.00

FUND: 70 - MIA RESERVE SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 70		ADMINISTRATION				
17-1895	01-S0057	SEVERN TRENT SERVICES INC	MAINTENANCE CAP OVERAGE	6/2017	22138A	404,499.38
					DEPARTMENT TOTAL:	404,499.38
					FUND TOTAL:	404,499.38
					GRAND TOTAL:	652,927.52

FUND: 68 - IMPROVEMENT AUTHORITY SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68		GENERAL GOVERNMENT				
18-0037	01-B0024	BANCFIRST	2014B NOTE PAYMENT	8/2017	201708045832	17,930.42
18-0038	01-B0024	BANCFIRST	2014A NOTE PAYMENT	8/2017	201708095879	189,959.17
18-0336	01-B0024	BANCFIRST	2017 NOTE PAYMENT	8/2017	201708045833	78,059.10
18-0512	01-B0120	NOTE FUND	4TH PENNY EXCESS	8/2017	201708095885	29,111.49
18-0078	01-C0108	COWAN GROUP ENGINEERING, LL	ENGINEERING FEES	8/2017	3149	4,342.00
18-0390	01-C0108	COWAN GROUP ENGINEERING, LL	89TH STREET IMPROVEMENTS	8/2017	3157	21,672.00
18-0048	01-C0281	CAPITAL (EXCESS) FUND	PENNY EXTENSION - 90% EXC	8/2017	201708095882	197,163.59
18-0046	01-G0030	GENERAL FUND	TRANS. OPERATING FUNDS	8/2017	201708045834	245,000.00
18-0039	01-L0045	LIMITED PURPOSE FUND	3RD PENNY EXCESS	8/2017	201708085864	85,146.64
18-0047	01-P0132	PERSONAL SERVICES FUND	PENNY EXTENSION	8/2017	201708095881	21,907.07
18-0463	01-R0078	RED PRAIRIE DESIGN GROUP, P	DESIGN & CONSTRUCTION MGM	8/2017	201708045851	9,560.07
18-0466	01-R0078	RED PRAIRIE DESIGN GROUP, P	DESIGN SERVICES FOR SHELT	8/2017	201708045850	4,510.00
18-0044	01-S0205	STREET IMPROVEMENT FUND	12.5% FRANCHISE FEE	8/2017	201708045836	15,000.00
					DEPARTMENT TOTAL:	919,361.55
DEPARTMENT: 72		WATER				
18-0078	01-C0108	COWAN GROUP ENGINEERING, LL	ENGINEERING FEES	8/2017	3149	5,058.32
18-0392	01-C0108	COWAN GROUP ENGINEERING, LL	ROCKWELL GROUND STORAGE	8/2017	3150	8,400.00
18-0136	01-O0035	OKLAHOMA ELECTRIC COOPERATI	ELECTRIC SERVICE	8/2017	201708045847	15,320.24
18-0139	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	8/2017	201708045862	13,614.04
18-0153	01-S0057	SEVERN TRENT SERVICES INC	PUBLIC WORKS CONTRACTOR	8/2017	22091	84,946.66
					DEPARTMENT TOTAL:	127,339.26
DEPARTMENT: 75		SEWER				
18-0071	01-C0010	CKENERGY ELECTRIC COOPERATI	ELECTRIC SERVICE	8/2017	201708045839A	137.43
18-0391	01-C0108	COWAN GROUP ENGINEERING, LL	WWTP EXPANION & MODIFICAT	8/2017	3151	34,100.00
18-0136	01-O0035	OKLAHOMA ELECTRIC COOPERATI	ELECTRIC SERVICE	8/2017	201708045847	1,452.00
18-0139	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	8/2017	201708045845	131.94
18-0153	01-S0057	SEVERN TRENT SERVICES INC	PUBLIC WORKS CONTRACTOR	8/2017	22091	47,782.50
					DEPARTMENT TOTAL:	83,603.87
					FUND TOTAL:	1,130,304.68

FUND: 69 - RISK MANAGEMENT SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
18-0498	01-D0147	DIAGNOSTIC LABORATORY OF OK	WORKERS COMP CLAIM	8/2017	201708045860	97.70
18-0499	01-M1044	MODERN MEDICAL, INC	WORKERS COMP CLAIM	8/2017	201708045859	51.61
					DEPARTMENT TOTAL:	149.31
					FUND TOTAL:	149.31

FUND: 70 - MIA RESERVE SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 70		ADMINISTRATION				
18-0078	01-C0108	COWAN GROUP ENGINEERING, LL	ENGINEERING FEES	8/2017	3149	1,236.00
					DEPARTMENT TOTAL:	1,236.00
					FUND TOTAL:	1,236.00
					GRAND TOTAL:	1,769,624.19

G / L RECAP

PERIOD	G/L ACCOUNT	NAME	AMOUNT	TOTAL
8/2017	01 501-5336	CITY ENGINEER	3,677.00	
8/2017	01 501-5337	MUNICIPAL JUDGE	400.00	
8/2017	01 511-5322	CLEANING SERVICES	675.00	
8/2017	01 511-5326	TRAVEL	13.62	
8/2017	01 511-5331	ADVERTISING & LEGALS	160.00	
8/2017	01 511-5353	OTHER SERVICES & FEES	96.00	
8/2017	01 511-5392	MEMBERSHIPS & SUBSCRIPTIONS	22.00	
8/2017	01 512-5603	LIBRARY BOOKS	3,178.73	
8/2017	01 513-5302	SPECIAL EVENTS	1,713.00	
8/2017	01 513-5327	PROFESSIONAL SERVICES	92.32	
8/2017	01 513-5362	ELECTRICITY	4,035.68	
8/2017	01 513-5613	FUEL, OIL & LUBRICANTS	410.33	
8/2017	01 513-5617	AFTER SCHOOL PROGRAM	791.00	
8/2017	01 515-5311	POSTAGE	298.66	
8/2017	01 515-5313	COPIER	2,815.37	
8/2017	01 515-5360	ADMINISTRATIVE COMPUTER	3,179.95	
8/2017	01 515-5362	ELECTRICITY	818.87	
8/2017	01 515-5395	SILVER STAR CONTRACT PAYABLE	71,087.36	
8/2017	01 515-5610	OTHER SUPPLIES	65.25	
8/2017	01 516-5814	TRANSFER TO STREET IMPROVEMENT	15,000.00	
8/2017	01 516-5839	TRANSFER TO LIMITED PURPOSE	3,814.13	
8/2017	01 516-5868	TRANSFER TO MIA - SALES TAX	438,141.31	
8/2017	01 518-5322	CLEANING EXPENSE	4,435.00	
8/2017	01 518-5353	OTHER SERVICES AND FEES	49.95	
8/2017	01 518-5362	ELECTRICITY	13,568.92	
8/2017	01 518-5610	JANITORIAL SUPPLIES	568.09	
8/2017	01 518-5664	GROUNDS/BLDG MAINT SUPPLIES	1,765.95	
8/2017	01 519-5362	ELECTRICITY	1,269.17	
8/2017	01 519-5612	JANITORIAL SUPPLIES	325.92	
8/2017	01 519-5613	FUEL, OIL, & LUBRICANTS	469.48	
8/2017	01 519-5616	CONCESSION SUPPLIES	2,220.40	
8/2017	01 520-5362	ELECTRICITY	2,890.64	
8/2017	01 520-5610	OTHER SUPPLIES - CHEMICALS	315.00	
8/2017	01 521-5392	MEMBERSHIPS & SUBSCRIPTIONS	108.50	
8/2017	01 521-5613	FUEL, OIL & LUBRICANTS	6.32	
8/2017	01 531-5312	TELEPHONE	123.85	
8/2017	01 531-5330	MOWING SERVICES	450.00	
8/2017	01 531-5353	OTHER SERVICES & FEES	292.00	
8/2017	01 531-5392	MEMBERSHIPS & SUBSCRIPTIONS	22.00	
8/2017	01 531-5613	FUEL, OIL & LUBRICANTS	324.49	
8/2017	01 541-5322	CLEANING SERVICES	1,295.00	
8/2017	01 541-5353	OTHER SERVICES & FEES	385.07	
8/2017	01 541-5360	COMPUTER MAINTENANCE	278.00	
8/2017	01 541-5362	ELECTRICITY	5,561.53	

MUSTANG IMPROVEMENT AUTHORITY

AGENDA ITEM COMMENTARY

1. ITEM NO. D-4

2. MEETING DATE: August 15, 2017

3. TITLE:
Discussion, Consideration and Possible Action to Approve Resolution No. 18-012 for a Budget Supplemental in the Mustang Improvement Authority Fund for the Fiscal Year 2017-2018.

4. TRUSTEE ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:
A purchase and donation agreement was entered between the City and Todd L. Martin and Shari Breit Martin on May 16, 2017 and will be funded with the 2016 Series Note (Mustang Improvement Authority). The closing date is scheduled for August 18, 2017 to purchase the entire parcel land as the future Fire Substation/Emergency Operations Center. The purchase price for the Property is $327,000 plus appraisal, title review, survey and property inspections costs of $1,434. The Sellers has agreed to make a donation to the City of Mustang in the amount of $150,000.

The agreement was entered with the City (General Fund) and is funded with the 2016 Series Note (Mustang Improvement Authority Fund). Therefore, a transfer from the Mustang Improvement Authority to the General Fund is necessary.

A supplemental appropriation to increase the Mustang Improvement Authority Fund in the amount of $178,434 in fiscal year 2018.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Janet Watts, Finance Director

10. ORDINANCE /RESOLUTION NO. 18-012

RESOLUTION NO. 18-012

A RESOLUTION TO MAKE CHANGES IN THE MUSTANG IMPROVEMENT AUTHORITY FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2017-2018 FISCAL YEAR BUDGET BY $182,000.

WHEREAS, A purchase and donation agreement was entered between the City and Todd L. Martin and Shari Breit Martin on May 16, 2017 and will be funded with the 2016 Series Note (Mustang Improvement Authority). The closing date is scheduled for August 18, 2017 to purchase the entire parcel land as the future Fire Substation/Emergency Operations Center. The purchase price for the Property is $327,000 plus appraisal, title review, survey and property inspections costs of $1,434. The Sellers has agreed to make a donation to the City of Mustang in the amount of $150,000;

WHEREAS, The agreement was entered with the City (General Fund) and is funded with the 2016 Series Note (Mustang Improvement Authority Fund). Therefore, a transfer from the Mustang Improvement Authority to the General Fund is necessary;

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

SUPPLEMENTAL APPROPRIATION

Revenues:	
Restricted Fund Balance (68-45199)	$178,434
Expenditures:	
Transfer EOC Land to General Fund (68-568-5872)	$178,434

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Chairman and Trustees this **15th** day of **August 2017.**

_____

Chairman

ATTEST:

_____

City Clerk