

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION

Kirk Otto, Elder, Mustang Christian 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 **01/02/2019** City Council Minutes.
2. Approval of **01/22/2019** City Council Special Meeting (Work Session) Minutes.
- *3. Claims List for **FY 2019**.
- *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. 19-027** making Changes in the Library Fund Budget by making a Supplemental Appropriation to Increase the 2018-2019 Fiscal Year Budget by \$11,080.
7. Approval of **Facility User Agreements** for City of Mustang Sports Facilities.
8. Approval of **Amended Agreement** between the City of Mustang and the Mustang Public School System for the Fy 2019 School year.
- *9. Approval of **Inter-local agreement** between the City of Mustang and the Board of County Commissioners of Canadian County.
10. Approval of **Retirement** from Oklahoma Municipal Retirement Fund (OMRF) for Monte James, former City of Mustang Employee.

G. INFORMATION/REPORTS

1. City Manager
2. City Council

a. Introduction of Boy Scout Troop 396.

H. DISCUSSION ITEMS

1. **Discussion, Consideration and Possible Action** regarding Acceptance of Resignation of Ward 1 Councilmember DeAnna Pratt effective February 5, 2019.
2. **Discussion, Consideration and Possible Action** regarding Process for Appointment to fill Ward 1 Vacancy.
3. **Public Hearing, Discussion, Consideration and Possible Action** regarding **Ordinance No. 1182** an Ordinance of the City of Mustang, Oklahoma Amending the Zoning Ordinance of the City of Mustang, Oklahoma as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from "A-1" General Agricultural and Oil and Gas District to "C-3/R-1 PUD" Commercial General and Single Family Planned Unit Development District and, Declaring Repealer; Providing for Severability; and Declaring an Emergency. (Rezoning Application PUD-10-16-18-2-35, SW 74th & Monocoupe, Ellison Investments, LLC, A-1 to C-3 and R-1 PUD).
4. **Discussion, Consideration and Possible Action** regarding **Ordinance No. 1181** an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 46, Article IV, Section 46-93 to Clarify Terms and include Restrictions on Sells of Fireworks by Minors; Providing for Severability; and Declaring an Emergency.
- *5. **Discussion, Consideration and Possible Action** regarding Approval of Contract between Elite Towers, Inc. and the City of Mustang and Approval of Bonds from Elite Towers Inc. for Project labeled Rockwell Water Tank.
- *6. **Discussion, Consideration and Possible Action** regarding Approval of Contract between TJ Campbell Construction Co. and the City of Mustang and Approval of Bonds for Project labeled S. Mustang Road Widening and Reconstruction Project.

J. CITY ATTORNEY'S REPORT

1. **Discussion, Consideration and Possible Action** regarding Potential Purchase and Acceptance of Permanent and Temporary Easements and Authorization for Mayor and City Staff to Execute Necessary Documents to Accomplish the Same; and proposed Executive Session as Authorized by 25 Okla. Stat. §307(B)(3).

2. **Discussion, Consideration and Possible Action** regarding Evaluation of and Employment Agreement with City Attorney; and, proposed Executive Session as Authorized by 25 Okla. Stat. §307(B)(1,2).

K. **ADJOURNMENT**

*Items Considered Concurrently on the MIA Agenda.

**MUSTANG CITY COUNCIL
JANUARY 2, 2019**

The Mustang City Council met in regular session on Wednesday, January 2, 2019, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Friday, December 28, 2018, at 10:10 a.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE/INVOCATION Cameron Whaley, Pastor, Canadian Valley Baptist Church

Pastor Whaley led the assembly in the Pledge and Invocation. He stated this was his 10th year of ministry here and was eager to see what the Lord brings to the community stating it was an exciting time for the church and community with so many people migrating this way.

C. ROLL CALL

Councilmembers Present: **Leete**
 Grider
 Jones
 Noblitt
 Schweinberg

Councilmembers Absent: **Pratt**
 McKenzie

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

None.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

1. Approval of **12/04/2018** City Council Minutes.
- *2. Claims List for **FY 2019**.
- *3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
4. Approval to Turn **Past Due Library Accounts** over to the Collection Agency.
- *5. Acknowledgement of **Receipt of DEQ Permit** No. WL000009180910, to Construct Water Lines for Mustang High School Performing Arts Center Project.

- *6. Acknowledgement of **Receipt of DEQ Permit** No. WL000009180830, to Construct Water Lines for Pine Canyon Addition.
- *7. Acknowledgement of **Receipt of DEQ Permit** No. SL000009180831, to Construct Sewer Lines for Pine Canyon Addition.

MOTION was made by **Councilman Noblitt**, seconded by **Councilman Jones**, to Approve Items F-1 thru F-7 of the Consent Agenda.

AYE: Leete, Grider, Jones, Noblitt, Schweinberg
NAY: None

G. INFORMATION/REPORTS

1. City Manager Report

City Manager Rooney stated the City Manager report was posted online today and distributed to everyone this evening. He also stated Silver Star Construction was on top of road conditions and ready for whatever weather may come.

2. City Council Reports

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

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

Councilman Grider stated he had heard from a few people regarding the street lights being out on State Highway 152 stating OG&E were dragging their feet.

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

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

Mayor Schweinberg wished everyone a Happy New Year.

H. DISCUSSION ITEMS

1. **Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1179**, An Ordinance of The City of Mustang, Oklahoma, Authorizing the Gift and Transfer of Certain Real Property Described herein to Independent School District No. I-69, Canadian County, Oklahoma, and Authorizing and Directing the Mayor to Execute Documents to Complete the Transfer; Providing for Severability; and Declaring an Emergency.

Assistant City Manager Battles stated the City owns approximately 75 feet of land where Mustang Public Schools is planning to construct their new Performing Arts Center stating the City no longer utilizes the land and is donating it to Mustang Public Schools.

MOTION was made by **Councilman Grider**, seconded by **Councilman Noblitt**, to Approve Ordinance No. 1179, An Ordinance of The City of Mustang, Oklahoma, Authorizing the Gift and Transfer of Certain Real Property Described herein to Independent School District No. I-69, Canadian County, Oklahoma, and Authorizing and Directing the Mayor to Execute Documents to Complete the Transfer; Providing for Severability.

AYE: Leete, Grider, Jones, Noblitt, Schweinberg
NAY: None

The Emergency Clause was not voted upon due to number of Councilmembers present.

- *2. **Discussion, Consideration and Possible Action** regarding Approval of Agreement between the City of Mustang Public Works Authority (MIA) and Oklahoma City Water Utilities Trust to Provide Wholesale Water Service.

Assistant City Manager Battles stated Staff has been working with the City of Oklahoma City on a new agreement for the purchase of water stating the City currently operates under a take-or-pay agreement and will be moving to a service availability agreement.

Discussion was held regarding possible savings going towards well field expenses.

MOTION was made by **Councilman Noblitt**, seconded by **Councilman Jones**, to Approve the Agreement between the City of Mustang Public Works Authority (MIA) and Oklahoma City Water Utilities Trust to Provide Wholesale Water Service.

AYE: Leete, Grider, Jones, Noblitt, Schweinberg
NAY: None

3. **Public Hearing, Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1180**, An Ordinance of the City of Mustang, Oklahoma, Amending the Zoning Ordinance of The City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from "R-4 PUD" Multiple Family Planned Unit Development District to "R-4/C-2 PUD" Multiple Family Planned Unit Development District and, Declaring Repealer; Providing for Severability; and Declaring an Emergency. (Rezoning Application RZ-11-16-16-1-27, Laurel Springs, Ron Walters Homes, NW/4, Section 27, R-4 PUD to R-4 & C-2 PUD)

City Planner Shepard stated the applicant, Ron Walters Homes, has submitted an application to amend the Laurel Springs R-4 PUD to a mixed use PUD of R-4 and C-2, multiple family and commercial neighborhood district stating the applicant wishes to lease commercial space in the 2nd floor space of the clubhouse.

Discussion was held regarding the allowed uses and requirements.

MOTION was made by **Mayor Schweinberg**, seconded by **Councilman Grider**, to Open the Matter for Public Hearing.

AYE: Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

There being none, **MOTION** was made by **Councilman Grider**, seconded by **Councilman Jones**, to Close the Public Hearing.

AYE: Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

MOTION was made by **Councilman Leete**, seconded by **Councilman Jones**, to Approve Ordinance No. 1180, An Ordinance of the City of Mustang, Oklahoma, Amending the Zoning Ordinance of The City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from "R-4 PUD" Multiple Family Planned Unit Development District to "R-4/C-2 PUD" Multiple Family Planned Unit Development District and, Declaring Repealer; Providing for Severability. (Rezoning Application RZ-11-16-16-1-27, Laurel Springs, Ron Walters Homes, NW/4, Section 27, R-4 PUD to R-4 & C-2 PUD).

AYE: Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

The Emergency Clause was not voted upon due to number of Councilmembers present.

4. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 19-026**, a Resolution of The City Council of the City of Mustang, Oklahoma, Designating Wreckers to be used when Impounding Vehicles, Creating a Wrecker Rotation System and Imposing Requirements for Providing Wrecker Services when Requested by the City of Mustang.

City Manager Rooney stated in the December Council meeting, Mr. Randy Nelson of Lane's Towing addressed the Council regarding a requirement in the City's wrecker service policy, Resolution No. 16-021, that requires wrecker service providers to have an office and storage facility within one mile of the city limits of Mustang. He stated he met with Mr. Nelson as requested by Council and discussed the request with *Police Chief Grossclose*. **Rooney** stated to please note, if the one mile requirement is extended to three miles, any additional wrecker service providers that locate an office and storage facility within the three miles of the Mustang city limits and goes through the necessary steps, may be added to the rotation schedule.

A public hearing was added to this item by *Mayor Schweinberg*.

MOTION was made by **Councilman Noblitt**, seconded by **Councilman Jones**, to Open the Matter for Public Hearing.

AYE: Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

Tina Karbs, 623 S. Clear Springs Road and Jennifer Bourgeois, 907 W. Dorchester Way, owner of Bronco Towing, addressed the Council stating the City has two towing companies inside the one mile limit stating four towing companies were not needed for a city that is only 12 square miles stating it could also be unsafe. They also stated a company outside the city limits would not pay taxes to the City of Mustang. They advised a larger company was also moving within three miles of the City and would also fall into this category.

Randy Nelson, 200 S. Cedar Springs Lane, Lane's Towing, stated towing companies go to other towns as well and adding another wrecker service would be beneficial to serving the City of Mustang.

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

AYE: Leete, Grider, Jones, Noblitt, Schweinberg
NAY: None

Discussion was held regarding this being a heated topic when discussed a couple of years ago with it being stated it does not prevent wrecker service providers outside the one mile limit from servicing anyone who may call them, they just would not be added to the police rotation schedule. It was also stated a wrecker service used by the City prior to the Resolution fell outside of the one mile requirement and was no longer included on the rotation.

Other discussion included increasing competition by expanding the one mile to three miles which could lower the prices.

MOTION was made by **Councilman Noblitt**, seconded by **Councilman Jones**, to Approve Resolution No. 19-026, a Resolution of The City Council of the City of Mustang, Oklahoma, Designating Wreckers to be used when Impounding Vehicles, Creating a Wrecker Rotation System and Imposing Requirements for Providing Wrecker Services when Requested by the City of Mustang.

AYE: Leete, Jones, Noblitt
NAY: Grider, Schweinberg

5. **Discussion, Consideration and Possible Action** regarding Approval of Fitness Passport Service Agreement between the City of Mustang and OptumHealth Care Solutions, LLC.

Assistant City Manager Battles stated United Healthcare members are eligible to receive pre-determined monthly membership rates to the Recreation Center when they enroll in the Fitness Passport program stating OptumHealth Care Solutions LLC will reimburse the City this pre-determined amount for each member.

MOTION was made by **Councilman Grider**, seconded by **Councilman Jones**, to Approve the Fitness Passport Service Agreement between the City of Mustang and OptumHealth Care Solutions, LLC.

AYE: Leete, Grider, Jones, Noblitt, Schweinberg
NAY: None

6. **Discussion, Consideration and Possible Action** regarding:
 - a. Acceptance of Bids for Project Labeled South Mustang Road Widening and Reconstruction Project.
 - b. Awarding Lowest Qualified Bid for Project Labeled South Mustang Road Widening and Reconstruction Project.

Assistant City Manager Battles stated Staff recommends accepting the four bids received for the above named project as well as recommends awarding to the lowest and best bidder, T.J. Campbell Construction Co. in the amount of \$2,269,647.01.

MOTION was made by **Councilman Noblitt**, seconded by **Councilman Jones**, to Accept all Bids for Project Labeled South Mustang Road Widening and Reconstruction Project.

AYE: Leete, Grider, Jones, Noblitt, Schweinberg
NAY: None

MOTION was made by **Councilman Noblitt**, seconded by **Councilman Jones** to Award to the lowest and best bidder, T. J. Campbell Construction Co., in the amount of \$2,269,647.01 for Project Labeled South Mustang Road Widening and Reconstruction Project.

AYE: Leete, Grider, Jones, Noblitt, Schweinberg
NAY: None

J. CITY ATTORNEY'S REPORT

1. **Discussion, Consideration and Possible Action** regarding Potential Purchase and Acceptance of Permanent and Temporary Easements and Authorization for Mayor and City Staff to Execute Necessary Documents to Accomplish the Same; and, Proposed Executive Session as Authorized by 25 Okla. Stat. §307(B)(3).

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

AYE: Leete, Grider, Jones, Noblitt, Schweinberg
NAY: None

TIME ADJOURNED to Executive Session: **7:43 p.m.**

Mayor Schweinberg called the meeting back in session at **7:50 p.m.**

In reference to Item J-1 –

MOTION was made by **Councilman Leete**, seconded by **Councilman Noblitt** to Approve the Acceptance of Permanent and Temporary Easements from Timothy and Lacey Morris and authorization for the Mayor and Staff to execute necessary documents to complete acceptance of the easements.

AYE: Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

K. ADJOURNMENT

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

AYE: Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

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

Jess Schweinberg, Mayor

Attest:

Lisa Martin, City Clerk

**MUSTANG CITY COUNCIL
JANUARY 22, 2019
SPECIAL MEETING**

The Mustang City Council scheduled a Special Meeting on Tuesday, January 22, 2019, at 6:30 p.m. at the Mustang Fire Department, Training Room, 465 W. Highway 152 Mustang, Oklahoma. Notice of the meeting was posted as required on Thursday, January 17, 2019, at 10:00 a.m in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Mayor Schweinberg called the meeting to order at 6:30 p.m.

B. ROLL CALL

Councilmembers Present:	Leete (arrived at 7:30 p.m.)
	Grider
	Jones
	McKenzie
	Noblitt
	Schweinberg

Councilmembers Absent:	Pratt
-------------------------------	--------------

Item D – Executive Session was moved to the front of the agenda.

D. EXECUTIVE SESSION

1. **Discussion** regarding potential litigation; and, proposed Executive Session as Authorized by 25 Okla. Stat. § 307(B)(4).
2. **Discussion** regarding Evaluation of and Employment Agreement with City Attorney; and, proposed Executive Session as Authorized by 25 Okla. Stat. §307(B)(1, 2).

MOTION was made by **Councilman Noblitt**, seconded by **Councilman McKenzie** to adjourn to executive session.

AYE: Grider, Jones, McKenzie, Noblitt, Schweinberg
NAY: None

TIME ADJOURNED to Executive Session: **6:30 p.m.**

MOTION was made by **Councilman McKenzie**, seconded by **Councilman Jones** to return from Executive Session.

AYE: Leete, Grider, Jones, McKenzie, Noblitt, Schweinberg
NAY: None

TIME RETURNED from Executive Session: 8:02 p.m.

C. DISCUSSION ITEMS

1. **Discussion** regarding Firework Sales and Permits.

Discussion was held regarding the current Fireworks ordinance and the sports teams allowed to be involved in the sale of fireworks. **City Manager Rooney** stated an ordinance would be presented to Council at the February meeting clarifying this issue tying sports teams to Mustang Public Schools and providing age requirements for the involvement of sales of fireworks. He also stated in the near future, a discussion will be held regarding a permit fee increase.

2. **Discussion** regarding OMAG Recognition Program.

City Clerk Martin provided information regarding the OMAG (Oklahoma Municipal Assurance Group) Recognition program available to members in good standing on the OMAG Municipal Liability Protection Plan. She stated members who gain the OMAG Recognition are awarded a check in an amount based on the member's premium charged for the current plan year, and for Mustang, this amount would be approximately \$8,300. She stated the City is eligible for this recognition and award each year.

3. **Discussion** regarding Request for Qualifications for Construction Management at Risk Services for Mustang Animal Shelter.

Assistant City Manager Battles provided information regarding the Animal Shelter project stating a design had been developed that would meet the needs of Mustang for the next 30 years stating the overall cost of the project is estimated to be \$1,339,676. He stated Staff is recommending a construction management company be utilized to build and oversee both phases of the project stating a Request for Qualifications would be published for contracting with a construction management company. Discussion was held regarding the Animal Shelter project.

4. **Discussion** regarding Concealed Carry at Ball Parks as requested by Councilman Noblitt.

Discussion was held regarding signs prohibiting firearms placed at the soccer fields by the Mustang Youth Soccer Association due to national rules.

Assistant City Manager Battles stated the signs have been removed and discussed with the Association stating the City adheres to State law in regards to this matter.

E. UPDATE ON MANAGEMENT RELATED ISSUES

City Manager Rooney stated he would provide updates at a later time.

F. ADJOURNMENT

MOTION was made by **Councilman McKenzie**, seconded **Councilman Jones**, to adjourn.

AYE: Leete, Grider, Jones, McKenzie, Noblitt, Schweinberg

NAY: None

The meeting was adjourned at **8:21 p.m.**

Jess Schweinberg, Mayor

Attest:

Lisa Martin, City Clerk

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 MAYOR AND COUNCIL						
19-0111	01-W0001	WHEATLEY, SEGLER, OSBY & MIATTORNEY EXPENSES/PROSECU		1/2019	18956	825.50
DEPARTMENT TOTAL:						825.50
DEPARTMENT: 11 CITY MANAGER						
19-0045	01-A0122	ALLIANCE MAINTENANCE, INC	JANITORIAL SERVICES	1/2019	110325	675.00
19-1192	01-A0164	LAURA ANDERSON	SHREDDING OF DOCUMENT,BAG	1/2019	201901109137	104.73
19-1109	01-M0115	MTM RECOGNITION CORPORATION	SERVICE AWARDS	1/2019	5961766	1,370.21
19-0084	01-M0180	MUSTANG CHAMBER OF COMMER	CHAMBER LUNCHEONS	1/2019	15015	65.00
19-1211	01-O0090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	1/2019	201901109150	10.24
19-0111	01-W0001	WHEATLEY, SEGLER, OSBY & MIATTORNEY EXPENSES/PROSECU		1/2019	18962	662.44
DEPARTMENT TOTAL:						2,887.62
DEPARTMENT: 12 LIBRARY						
19-0355	01-B1023	BTAC ACQUISITION CORP.	NON-FICTION BOOKS	1/2019	5015317411	109.55
19-0356	01-B1023	BTAC ACQUISITION CORP.	FICTION BOOKS	1/2019	5015317410	373.91
19-0629	01-D1140	ELIZABETH DUKE	TUITION REIMBURSEMENT	1/2019	201901109142	239.40
19-0212	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL FOR LIBRARY VAN	1/2019	NP55130704B	8.77
19-1052	01-M0263	MIDWEST TAPE, LLC	NONPRINT ITEMS FOR COLLEC	1/2019	96743578	87.88
19-1211	01-O0090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	1/2019	201901109150	219.82
19-0198	01-O1084	OK HISTORICAL SOCIETY	2019 SUBSCRIPTION RENEWAL	1/2019	201901109145	35.00
19-0641	01-V0052	NICHOLE VALENCIA	TUITION REIMBURSEMENT	1/2019	201901109156	700.00
DEPARTMENT TOTAL:						1,774.33
DEPARTMENT: 13 PARKS AND RECREATION						
19-0246	01-A1192	AT&T MOBILITY LLC	PHONE SERVICE	1/2019	201901109138	118.98
19-1004	01-B0006	HIGHWAY 152 TOWING, LLC	TOWING OF PARKS VAN	1/2019	18-13696	200.00
19-1182	01-B0154	ICE MAKER SALES & SERVICE,	REPAIR REFRIGERATOR	1/2019	1064154	513.00
19-1086	01-C0278	COX COMMUNICATIONS, INC.	TREADMILLS MONTHLY FEE	1/2019	201901109140	96.00
19-0880	01-C0286	CIVICPLUS, INC.	FEE FOR SOFTWARE	1/2019	181596	305.25
19-0171	01-C1562	RUTH E COUTS	ENSEMBLE TEACHER	1/2019	201901109141	60.00
19-0248	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL FOR VEHICLES	1/2019	NP55130704C	355.97
19-1220	01-H0119	SUZANNE HOSTETLER	ACH MEMBERSHIP REFUND	1/2019	201901109132	33.00
19-1225	01-H0160	AMY HILL	5&6 YEAR OLD BASKETBALL R	1/2019	201901109144	40.00
19-0091	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICES	1/2019	201901109148	4,119.43
19-0094	01-O0055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICES	1/2019	201901109146	201.83
19-1211	01-O0090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	1/2019	201901109150	674.67
19-1107	01-P0086	PROTECT MY MINISTRY, LLC	BACKGROUND CHECKS	1/2019	664958	151.30
19-0789	01-P0091	UNIVERSITY OF CENTRAL OKLAH	TRAINING FOR ASP STAFF	1/2019	OKW20193	160.00
19-1200	01-P0172	MONICA PRICE	BABYSITTING CLASS REFUND	1/2019	201901109153	70.00
19-0267	01-V0050	CELLCO PARTNERSHIP	JET PACKS & PHONE	1/2019	9820792607	173.30
DEPARTMENT TOTAL:						7,272.73

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		GENERAL GOVERNMENT				
19-1189	01-C1193	CLEAROV INC.	CLEAROV INSIGHTS ON BOAR	1/2019	0419	5,500.00
19-0065	01-D0088	STATE OF OKLAHOMA - DEPART	MINMATE LABOR	1/2019	UNCCC-306 1218	945.00
19-0071	01-F0078	DAIOHS USA, INC	CITY HALL COFFEE SERVICE	1/2019	236953	36.50
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERAT	IELECTRIC SERVICES	1/2019	201901109148	523.72
19-0094	01-00055	OKLAHOMA GAS & ELECTRIC CO	ELECTRIC SERVICES	1/2019	201901109146	97.37
19-0940	01-P0051	THE PITNEY BOWES BANK, INC.	PRE-PAID POSTAGE	1/2019	201901109152	4,000.00
19-0098	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	12/2018	25364	78,673.52
19-0309	01-S0093	SMART TECHNOLOGIES, INC	MAINTENANCE AGREEMENT	1/2019	717968	3,179.95
19-0099	01-S0173	STANDLEY SYSTEMS, LLC	COPIER LEASE/USAGE	1/2019	927296	2,480.66
19-0308	01-S0306	SETH B SHAY	PEST CONTROL	1/2019	201901109154	600.00
DEPARTMENT TOTAL:						96,036.72
DEPARTMENT: 18		TOWN CENTER				
19-0252	01-A0122	ALLIANCE MAINTENANCE, INC	CLEANING OF T.C.	1/2019	110324	4,435.00
19-1115	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	1/2019	64199774	1,718.30
19-1114	01-C0189	TODD D. ABRELL	REPAIRS TO WEIGHT ROOM	1/2019	8336	932.99
19-0175	01-F0078	DAIOHS USA, INC	COFFEE SUPPLIES	1/2019	236955	36.50
19-1157	01-G0067	GREGORY MINTON	TERMITE SERVICE	1/2019	201901109143	350.00
19-0965	01-J0074	JACKSON MECHANICAL SERVICE	REPAIRS TO BOILER	1/2019	18-1949	3,634.00
19-1085	01-J0074	JACKSON MECHANICAL SERVICE	REPAIRS TO BOILER	1/2019	18-1949A	1,600.00
19-0921	01-K0033	KONE, INC	REPLACEMENT OF CPU SOFTWA	1/2019	921207421	6,700.00
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERAT	IELECTRIC SERVICES	1/2019	201901109148	5,985.46
19-1211	01-00090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	1/2019	201901109150	24.35
19-0178	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES & EQU	1/2019	452162985	161.67
19-0925	01-S1165	INTERLINE BRANDS, INC	CLEANING EQUIPMENT	1/2019	470471418	68.40
19-0864	01-W0139	WEATHERMAN MECHANICAL, INC	REPAIRS TO HVAC	1/2019	2355818095a	1,115.28
19-0874	01-W0139	WEATHERMAN MECHANICAL, INC	REPAIRS TO HVAC	1/2019	2355818095	241.76
DEPARTMENT TOTAL:						27,003.71
DEPARTMENT: 19		BALL COMPLEX				
19-0249	01-A0131	JAMES HILLIS	PORT-A-POTTIES	1/2019	23147	147.00
19-0250	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL	1/2019	NP55130704D	100.45
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERAT	IELECTRIC SERVICES	1/2019	201901109148	559.75
19-0094	01-00055	OKLAHOMA GAS & ELECTRIC CO	ELECTRIC SERVICES	1/2019	201901109146	1,456.12
19-1211	01-00090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	1/2019	201901109150	202.20
19-1106	01-U0016	CEJCO INC	LEAGUE SHIRTS FOR SPORTS	1/2019	37079	769.00
DEPARTMENT TOTAL:						3,234.52

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20 AQUATICS						
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICES	1/2019	201901109148	200.28
19-1211	01-00090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	1/2019	201901109150	72.59
DEPARTMENT TOTAL:						272.87
DEPARTMENT: 21 FINANCE						
19-1231	01-D0102	DEBEE CLARK, PLLC	AUDITOR'S COMFORT OPINION	1/2019	80729	318.75
DEPARTMENT TOTAL:						318.75
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
19-0758	01-F0094	FLEETCORE TECHNOLOGIES, INC	BULK FUEL	1/2019	NP55130704	198.05
19-1211	01-00090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	1/2019	201901109150	81.13
19-0844	01-V0050	CELLCO PARTNERSHIP	CELL PHONE SERVICE	1/2019	9820792607a	176.76
DEPARTMENT TOTAL:						455.94
DEPARTMENT: 41 POLICE						
19-0123	01-A0122	ALLIANCE MAINTENANCE, INC	FACILITY CLEANING	1/2019	110326	1,295.00
19-0133	01-C1118	GLOBAL BUSINESS, INC.	UNIFORM CLEANING	1/2019	201901109139	284.00
19-0038	01-F0078	DAIOHS USA, INC	COFFEE SERVICE & ICE RENT	1/2019	236165	135.00
19-0138	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	1/2019	NP55130671	3,409.31
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICES	1/2019	201901109148	2,612.31
19-1211	01-00090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	1/2019	201901109150	288.41
19-0152	01-R0146	ROGUE COMP AUTOMOTIVE INC.	OIL CHANGES, TIRE ROTATIO	1/2019	6448	84.78
19-0736	01-S1002	STERLING & SONS ELECTRIC, LMISC.	ELECTRIAL REPAIRS	1/2019	3645	178.00
19-0156	01-T0029	WEST PUBLISHING CORPORATION	CLEAR INVESTIGATIVE TOOL	1/2019	839549323	202.00
19-0157	01-T1029	THOMAS DAVIS	JAIL LAUNDRY SERVICE	1/2019	1669	418.00
19-0159	01-V0028	DIGITALMARKETS, INC	AUDIO LOGGER SUPPORT	1/2019	5443	3,465.00
19-0158	01-V0050	CELLCO PARTNERSHIP	WIRELESS TERMINAL USAGE	1/2019	9820792607b	1,126.32
19-0275	01-W0167	DYLAN WILSON	TUITION REIMBURSEMENT	1/2019	201901109157	850.00
DEPARTMENT TOTAL:						14,348.13

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 42 ANIMAL WELFARE						
19-0138	01-F0094	FLEETCORE TECHNOLOGIES;	INCFUEL CHARGES	1/2019	NP55130671	221.89
19-0158	01-V0050	CELLCO PARTNERSHIP	WIRELESS TERMINAL USAGE	1/2019	9820792607b	106.14
DEPARTMENT TOTAL:						328.03
DEPARTMENT: 51 FIRE						
19-0223	01-A0039	A.S.C. INC.	MISC. VEHICLE REPAIR	1/2019	96133	93.84
19-0222	01-A0110	ALL SEASON BUILDING SUPPLY	MISC. BUILDING REPAIR	1/2019	164800	13.65
19-1198	01-B0006	HIGHWAY 152 TOWING, LLC	ENGINE 4 STUCK	1/2019	18-14646	100.00
19-1078	01-C0065	CASCO INDUSTRIES, INC.	NAME PLATES	1/2019	202585	35.00
19-0796	01-C0232	COPS PRODUCTS	UNIFORM ORDER	1/2019	20189530-1	152.99
19-0332	01-F0094	FLEETCORE TECHNOLOGIES,	INCFUEL FOR VEHICLES	1/2019	NP55130703	775.13
19-0785	01-I0030	INTEGRIS HEALTH, INC.	FIREFIGHTERS OCCUPATIONAL	1/2019	2018-24573	1,175.00
19-1154	01-J0043	AEG PETROLEUM, LLC	OIL DRUM	1/2019	310657	675.00
19-0224	01-O0025	O'REILLY AUTOMOTIVE STORES,	MISC. VEHICLE REPAIR & M	1/2019	0309-304627	10.82
19-0094	01-O0055	OKLAHOMA GAS & ELECTRIC	COMELECTRIC SERVICES	1/2019	201901109146	706.31
19-1211	01-O0090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	1/2019	201901109150	216.49
19-0783	01-O0215	OKLAHOMA STATE UNIVERSITY	FIRE OFFICER 1	1/2019	70401	300.00
19-1181	01-O0227	OVERHEAD DOOR COMPANY OF OK	REPLACE SPRING ON DOOR 5	1/2019	272189	527.50
19-1117	01-T0002	T & W TIRE LLC	FRONT TIRES FOR SQ-1	1/2019	110006765	813.52
19-0784	01-V0050	CELLCO PARTNERSHIP	AIR TIME FOR TABLETS	1/2019	201901109155	463.76
DEPARTMENT TOTAL:						6,059.01
DEPARTMENT: 61 STREETS						
19-0091	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICES	1/2019	201901109148	1,005.12
19-0094	01-O0055	OKLAHOMA GAS & ELECTRIC	COMELECTRIC SERVICES	1/2019	201901109146	13,954.24
DEPARTMENT TOTAL:						14,959.36
FUND TOTAL:						175,777.22

FUND: 14 - STREET/DRAINAGE IMP

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14 ADMINISTRATION						
19-0098	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	12/2018	25363	2,696.01
DEPARTMENT TOTAL:						2,696.01
FUND TOTAL:						2,696.01

1/14/2019 9:34 AM

PURCHASE ORDER CLAIM REGISTER

PAGE: 6

FUND: 16 - POLICE NARCOTICS ENFORCEM

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE NARCOTICS ENFORCE						
19-1217	01-S0206	STOLZ TELECOM, LLC	VEHICLE UPFIT	1/2019	201901149164	798.00
DEPARTMENT TOTAL:						798.00
FUND TOTAL:						798.00

1/14/2019 9:34 AM

PURCHASE ORDER CLAIM REGISTER

PAGE: 7

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 PARK AND RECREATION						
19-1035	01-C2015	PRO STAINLESS & SHEET METAL	FURNITURE AND EQUIPMENT	1/2019	201901149163	3,370.00
19-1055	01-Q0018	QUAD CITY ENTERPRISES, LLC	PAINTING EXISTING WALL	1/2019	EXIST-001	11,920.00
DEPARTMENT TOTAL:						15,290.00
DEPARTMENT: 61 STREETS						
19-0098	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	12/2018	25363	8,434.12
DEPARTMENT TOTAL:						8,434.12
DEPARTMENT: 72 WATER						
19-0217	01-C1197	CORE & MAIN LP	WATER METERS	1/2019	J918751	5,780.70
DEPARTMENT TOTAL:						5,780.70
FUND TOTAL:						29,504.82

1/14/2019 9:34 AM

PURCHASE ORDER CLAIM REGISTER

PAGE: 9

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00	ADMINISTRATION					
19-0119	01-00181	STATE OF OKLAHOMA	MULTIPLE INJURY TRUST	1/2019	201901109151	1,672.61
DEPARTMENT TOTAL:						1,672.61
FUND TOTAL:						1,672.61

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 MAYOR AND COUNCIL						
19-0057	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING FEES	1/2019	3969	1,400.00
19-0010	01-H0045	RALPH STEVEN HUDDLESTON	COURT APPEARANCES	2/2019	201901289179	1,600.00
19-1324	01-M040	MCAFFEE & TAFT	ATTORNEY FEES	1/2019	558516	48.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2019	201901289194	30.00
DEPARTMENT TOTAL:						3,078.00
DEPARTMENT: 11 CITY MANAGER						
19-0045	01-A0122	ALLIANCE MAINTENANCE, INC	JANITORIAL SERVICES	1/2019	111179	675.00
19-0059	01-C0020	CANADIAN COUNTY CLERK	FILING FEES ON EASEMENTS	1/2019	R590383	89.00
19-1171	01-G0133	DALLAS-FORT WORTH HOSPITAL	BACKGROUND CHECK ON RECRU	1/2019	78262	77.50
19-0084	01-M0180	MUSTANG CHAMBER OF COMMER	CHAMBER LUNCHEONS	1/2019	15149	565.00
19-0080	01-M0234	MUSTANG TIMES LLC	LEGAL PUBLICATIONS	1/2019	MT607800	131.60
19-0027	01-P0099	PRINCIPAL LIFE INSURANCE	CORETIREE INSURANCE	2/2019	201901289192	300.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2019	201901289194	70.00
19-0117	01-W0009	WORKERS ASSISTANCE PROGRAM,	EMPLOYEE ASSISTANCE PROGR	2/2019	201901289197	396.90
DEPARTMENT TOTAL:						2,305.00
DEPARTMENT: 12 LIBRARY						
19-0355	01-B1023	BTAC ACQUISITION CORP.	NON-FICTION BOOKS	1/2019	5015332955	262.15
19-1052	01-M0263	MIDWEST TAPE, LLC	NONPRINT ITEMS FOR COLLEC	1/2019	96834283	286.84
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2019	201901289194	10.00
19-0204	01-T0142	THE LIBRARY CORPORATION	LS SOFTWARE LICENSE	1/2019	2019040079	200.00
DEPARTMENT TOTAL:						758.99
DEPARTMENT: 13 PARKS AND RECREATION						
19-0001	01-A0114	PHIL & HELEN SCHUMINSKY	MUSSTORAGE SERVICES	2/2019	201901289175	87.00
19-1290	01-A0296	SHIRLEY ARRIAGADS	MEMBERSHIP REFUND	1/2019	12311121	30.00
19-0171	01-C1562	RUTH E COUTS	ENSEMBLE TEACHER	2/2019	201901289199	60.00
19-0094	01-O0055	OKLAHOMA GAS & ELECTRIC	COMOELECTRIC SERVICES	1/2019	201901319230	143.26
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2019	201901289194	125.00
19-1325	01-U0016	CEJCO INC	T-SHIRTS FOR BASKETBALL	1/2019	37870	1,831.25
DEPARTMENT TOTAL:						2,276.51

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15 GENERAL GOVERNMENT						
19-0001	01-A0114	PHIL & HELEN SCHUMINSKY	MUSSTORAGE SERVICES	2/2019	201901289175	133.00
19-0056	01-C0278	COX COMMUNICATIONS, INC.	TELEPHONE/INTERNET SERVIC	1/2019	201901289201	6,893.56
19-0011	01-I0015	TYLER TECHNOLOGIES, INC	MONTHLY SUPPORT & HOST WE	1/2019	025-248450	250.00
19-0013	01-K0053	KG HOLDINGS, LP	STAGE INCENTIVE PAY	2/2019	201901289184	4,833.33
19-0014	01-K0127	KG SC HOLDINGS, LLC	CASH SAVER-PAYBACK INCENT	2/2019	201901289180	5,000.00
19-0023	01-O0014	OK MUNICIPAL ASSURANCE GROU	GENERAL LIABILITY INSURAN	1/2019	201901289211	250.00
19-0094	01-O0055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICES	1/2019	201901319230	10.06
19-0338	01-O1177	STATE OF OKLAHOMA	SALES TAX PAYABLE	2/2019	201901289181	60.00
19-0312	01-S0156	STREET SIDE LTD. CO., INC.	CHRISTMAS LIGHT STORAGE	1/2019	1050	3,300.00
19-0100	01-S0330	STREETS, LLC	MAINTENANCE AGREEMENT	1/2019	S44-0119	3,269.25
19-0602	01-S1002	STERLING & SONS ELECTRIC, LMISC.	ELECTRICAL REPAIRS	1/2019	3669	80.00
DEPARTMENT TOTAL:						24,079.20
DEPARTMENT: 16 TRANSFERS						
19-0016	01-L0045	LIMITED PURPOSE FUND	10% EXCESS OVER \$800,000	2/2019	201901289187	11,000.00
19-0017	01-M0210	MUSTANG IMPROVEMENT AUTHORIS	SALES TAX TRANSFER	2/2019	201901289188	550,000.00
DEPARTMENT TOTAL:						561,000.00
DEPARTMENT: 18 TOWN CENTER						
19-1143	01-B0242	BENTLEY FLOORING, INC	REPLACE CARPET ON BLEACHE	1/2019	21169	1,600.00
19-0426	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	1/2019	64215891A	459.93
19-1115	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	1/2019	64210544	1,511.93
19-0183	01-C0189	TODD D. ABRELL	REPAIRS TO WEIGHT ROOM	1/2019	8357	170.83
19-0035	01-M0128	MAC FIRE SYSTEMS, INC	MONTHLY MONITORING	1/2019	23106	217.50
19-1286	01-M0128	MAC FIRE SYSTEMS, INC	MONITORING	1/2019	23106A	217.50
19-1221	01-M0205	ROGER HAYES	REPLACE LOCK MECHANISM	1/2019	1020	300.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2019	201901289194	20.00
19-1278	01-S1002	STERLING & SONS ELECTRIC, L	GENERAL REPAIRS	1/2019	3667	281.00
19-1122	01-S1165	INTERLINE BRANDS, INC	CLEANING SUPPLIES	1/2019	472399351	72.58
19-0995	01-W0139	WEATHERMAN MECHANICAL, INC	REPAIRS TO HVAC	1/2019	23743-18351	466.95
DEPARTMENT TOTAL:						5,318.22

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 19 BALL COMPLEX						
19-0094	01-00055	OKLAHOMA GAS & ELECTRIC	COMELECTRIC SERVICES	1/2019	201901319230	13,992.04
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2019	201901289194	50.00
19-1255	01-W0098	RAWLING SPORTING GOODS CO.,	BAT AND GLOVE FOR RESALE	1/2019	85169480 RI	321.74
DEPARTMENT TOTAL:						14,363.78
DEPARTMENT: 20 AQUATICS						
19-1269	01-R0049	REDLANDS COMMUNITY COLLEGE	RENTAL OF REDLANDS POOL	1/2019	6004	1,150.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2019	201901289194	30.00
DEPARTMENT TOTAL:						1,180.00
DEPARTMENT: 21 FINANCE						
19-0075	01-G0085	GOVERNMENT FINANCE OFFICERS	ANNUAL MEMBERSHIP DUES	1/2019	201901289204	190.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2019	201901289194	40.00
19-1322	01-S0093	SMART TECHNOLOGIES, INC	SET UP 2 PRINTERS	1/2019	717993	110.00
DEPARTMENT TOTAL:						340.00
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
19-0278	01-C0020	CANADIAN COUNTY CLERK	FILING FEES FOR ABATEMENT	1/2019	R590357	13.00
19-1320	01-M0234	MUSTANG TIMES LLC	SUBSCRIPTION	1/2019	201901289206	22.00
19-0285	01-00096	OKLAHOMA UNIFORM BUILDING	COLLECTION OF STATE FEES	1/2019	201901289214	332.00
19-1102	01-00096	OKLAHOMA UNIFORM BUILDING	COLLECTION OF STATE PERMI	1/2019	201901289212	656.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2019	201901289194	70.00
DEPARTMENT TOTAL:						1,093.00
DEPARTMENT: 41 POLICE						
19-0125	01-A0039	A.S.C. INC.	MISC. VEHICLE PARTS	1/2019	95758	336.31
19-0123	01-A0122	ALLIANCE MAINTENANCE, INC	FACILITY CLEANING	1/2019	111180	1,295.00
19-0124	01-A0168	ASSOCIATION OF PUBLIC-SAFET	MEMBERSHIP RENEWAL	1/2019	555774	92.00
19-1212	01-A1213	AVTEC, INC.	SCOUTCARE-ANNUAL MAINTENA	1/2019	34155	7,451.30
19-1244	01-C0050	KING ENTERPRISES, LLC	REPAIR URINAL IN RESTROOM	1/2019	201901289202	380.00
19-0038	01-F0078	DAIOHS USA, INC	COFFEE SERVICE & ICE RENT	1/2019	236959	226.80
19-1242	01-G099	GT DISTRIBUTORS, INC.	5 GLOCKS	1/2019	691608	1,785.00
19-0144	01-M0170	DAVID L. MORRIS	VEHICLE REPAIRS	1/2019	53752	513.00
19-0147	01-00085	OKLAHOMA ASSOCIATION OF CH	MEMBERSHIP DUES	1/2019	OACP-12789	450.00
19-1267	01-01277	STATE OF OKLAHOMA	VEHICLE LEIN RELEASE	2/2019	201901289196	33.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2019	201901289194	710.00
19-1256	01-S0093	SMART TECHNOLOGIES, INC	POE SWITCH FOR DVR CAMERA	1/2019	717973	125.00
19-1067	01-S0314	WILLIAM J. SHAW	FIT FOR DUTY EXAM	1/2019	201901289216	1,458.00
19-0154	01-S0330	STREETS, LLC	HEAT, AIR & BOILER MAINT	1/2019	S43/43B-0119	5,130.00
19-0828	01-S0330	STREETS, LLC	REPAIR BOILER & REPLACE E	1/2019	15368833	2,555.94
19-1216	01-T2800	DAVID M. OTWELL	POLYGRAPH FOR NEW HIRE	1/2019	2019-001	275.00
19-0575	01-Y0040	YUKON TROPHY & AWARDS INC	GRAPHICS FOR NEW VEHICLES	1/2019	119176	505.00
19-1132	01-Y0040	YUKON TROPHY & AWARDS INC	SELF-INKING STAMPS	1/2019	119198	170.50
DEPARTMENT TOTAL:						23,491.85

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 42 ANIMAL WELFARE						
19-0142	01-M0236	MUSTANG VETERINARY HOSPITAL	VETERINARY SERVICES	1/2019	201901289207	165.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2019	201901289194	15.00
DEPARTMENT TOTAL:						180.00
DEPARTMENT: 44 POLICE DISPATCH						
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2019	201901289194	60.00
DEPARTMENT TOTAL:						60.00
DEPARTMENT: 51 FIRE						
19-1310	01-A0064	ASHI ACQUISITION COMPANY	ASHI INSTRUCTOR CERT.	1/2019	1036105	40.00
19-0222	01-A0110	ALL SEASON BUILDING SUPPLY	MISC. BUILDING REPAIR	1/2019	166503	29.51
19-0221	01-A0194	AIRGAS, INC.	O2 CYLINDER REFILL	1/2019	9084685926	60.09
19-1241	01-A0203	ACTIVE 911, INC.	APPLICATION FOR 3 NEW USE	1/2019	201901289198	35.55
19-1229	01-B0137	BOUND TREE MEDICAL LLC	EMS SUPPLIES	1/2019	83084467	1,392.03
19-1309	01-J1061	WILLIAM A. JUSTICE	ONLINE AHA CPR/AED/FIRST	1/2019	136	150.00
19-0365	01-N0137	NORTHERN SAFETY CO INC	SCBA REPAIRS	1/2019	903294825	108.75
19-0224	01-00025	O'REILLY AUTOMOTIVE STORES,	MISC. VEHICLE REPAIR & M	1/2019	0309-307243	149.93
19-0094	01-00055	OKLAHOMA GAS & ELECTRIC	COM ELECTRIC SERVICES	1/2019	201901319230	679.45
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2019	201901289194	850.00
19-1118	01-S0206	STOLZ TELECOM, LLC	BP-3 IGNITION KILL SWITCH	1/2019	3531	1,492.85
19-1179	01-T1087	THOMAS ENERGY SYSTEMS, INC	ANNUAL TESTING ON COMPRES	1/2019	951700	125.00
19-0227	01-U0055	UNIFIRST HOLDINGS INC	SHOP TOWEL SERVICE	1/2019	825 1334898	42.75
19-0218	01-W0020	WALMART COMMUNITY BRC	MISC. CHARGES	1/2019	201901289217	71.58
19-0782	01-W0020	WALMART COMMUNITY BRC	CLEANING SUPPLIES	1/2019	201901289218	152.22
DEPARTMENT TOTAL:						5,379.71
FUND TOTAL:						644,904.26

1/31/2019 1:39 PM

PURCHASE ORDER CLAIM REGISTER

PAGE: 5

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O. #	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
19-0634	01-B0269	BILLS CUSTOM SERVICES	REPAIR FOUNTAIN @ POND	1/2019	1016181	275.00
DEPARTMENT TOTAL:						275.00
FUND TOTAL:						275.00

1/31/2019 1:39 PM

PURCHASE ORDER CLAIM REGISTER

PAGE: 6

FUND: 07 - LIBRARY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
19-1100	01-S0284	DAVID SNIDER	SCHOLAR FOR BOOK DISCUSSI	1/2019	201901289215	150.00
DEPARTMENT TOTAL:						150.00
FUND TOTAL:						150.00

1/31/2019 1:39 PM

PURCHASE ORDER CLAIM REGISTER

PAGE: 7

FUND: 08 - PD TRAFFIC ENFORCEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE ENFORCEMENT						
19-0446	01-B0109	STATE OF OKLAHOMA BOARD OF INTOXILYZER OPERATOR RENE		1/2019	8090	252.00
DEPARTMENT TOTAL:						252.00
FUND TOTAL:						252.00

1/31/2019 1:39 PM

PURCHASE ORDER CLAIM REGISTER

PAGE: 8

FUND: 13 - POLICE TECHNOLOGY FEES

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE TECHNOLOGY						
19-0134	01-D0090	STATE OF OKLAHOMA	OLETS USER FEES	1/2019	21-1901896	350.00
19-1191	01-S0206	STOLZ TELECOM, LLC	THERMAL PRINTER UNIT 235	1/2019	3555	963.15
DEPARTMENT TOTAL:						1,313.15
FUND TOTAL:						1,313.15

1/31/2019 1:39 PM

PURCHASE ORDER CLAIM REGISTER

PAGE: 9

FUND: 14 - STREET/DRAINAGE IMP

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14 ADMINISTRATION						
19-0057	01-C0108	COWAN GROUP ENGINEERING, LENGINEERING FEES		1/2019	3969	441.00
19-1249	01-S1002	STERLING & SONS ELECTRIC, LFURNISH & INSTALL LIGHT P		2/2019	3660	33,407.00
DEPARTMENT TOTAL:						33,848.00
FUND TOTAL:						33,848.00

1/31/2019 1:39 PM

PURCHASE ORDER CLAIM REGISTER

PAGE: 10

FUND: 15 - PERSONAL SERVICE - 10% EX

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE						
19-0009	01-G0030	GENERAL FUND	TRANSFER 10% P.S.	2/2019	201901289183	15,000.00
DEPARTMENT TOTAL:						15,000.00
DEPARTMENT: 51 FIRE						
19-0009	01-G0030	GENERAL FUND	TRANSFER 10% P.S.	2/2019	201901289183	15,000.00
DEPARTMENT TOTAL:						15,000.00
FUND TOTAL:						30,000.00

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 PARK AND RECREATION						
19-0656	01-A0088	ADVANCED HEALTHSTYLES	FITNEISO-LATERAL LEG PRESS	1/2019	32496	4,167.84
19-1228	01-G0086	W.W. GRAINGER, INC.	FURNITURE & EQUIPMENT	1/2019	9048632781	1,062.24
19-1091	01-R0126	COULTER VENTURES LLC	EQUIPMENT FOR WEIGHT/CARD	1/2019	4774751	11,624.75
DEPARTMENT TOTAL:						16,854.83
DEPARTMENT: 19 BALL COMPLEX						
19-1268	01-S1002	STERLING & SONS ELECTRIC,	LFURNISH & INSTALL LIGHT P	2/2019	3659	27,877.00
DEPARTMENT TOTAL:						27,877.00
DEPARTMENT: 51 FIRE						
19-1119	01-S0093	SMART TECHNOLOGIES, INC	NETWORK SERVER	1/2019	717948	6,221.71
DEPARTMENT TOTAL:						6,221.71
DEPARTMENT: 72 WATER						
19-0078	01-I0006	WATER HOLDINGS ACQUISITIONS	PUBLIC WORKS CONTRACTOR	1/2019	37186A	2,034.10
DEPARTMENT TOTAL:						2,034.10
FUND TOTAL:						52,987.64

January 2019 PAYROLL

FUND 01	GENERAL FUND	
501	CITY ATTORNEY	\$ 8,884.10
511	CITY MANAGER	\$ 34,158.72
512	LIBRARY	\$ 26,017.50
513	PARKS & RECREATION	\$ 67,367.48
518	TOWN CENTER	\$ 5,851.13
519	BALL COMPLEX	\$ 11,779.84
520	AQUATICS	\$ 4,315.89
521	FINANCE	\$ 43,826.47
531	COMMUNITY DEVELOPMENT	\$ 36,935.82
541	POLICE	\$ 210,019.80
542	ANIMAL CONTROL	\$ 6,685.48
543	OHSO GRANT	\$ 904.31
544	POLICE DISPATCH	\$ 30,360.65
551	FIRE	\$ 172,834.36
TOTAL		\$ 659,941.55

FUND 69	RISK MANAGEMENT	
69	WORKERS COMP	\$ -
TOTAL		\$ -

January 2019 VISA

<u>DEPT</u>		
511	CITY MANAGER	\$ 2,000.00
512	LIBRARY	\$ 6,000.00
513	PARKS & RECREATION	\$ 8,000.00
515	GENERAL GOVERNMENT	\$ 3,000.00
518	TOWN CENTER	\$ 3,000.00
521	FINANCE	\$ 200.00
531	COMM. DEV.	\$ 500.00
541	POLICE	\$ 3,500.00
551	FIRE	\$ 2,000.00
TOTAL		\$ 28,200.00

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

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-4
2. DATE: FEBRUARY 5, 2018
3. TITLE: Approval to turn past due utility accounts over to the collection agency
4. COUNCIL ACTION: Approve or Deny
5. INITIATOR: Janet Watts, Finance Director
6. BACKGROUND: The attached utility accounts are past due and need to be sent to collections. Total balance is \$2,044.29 excluding collection agency fees.
7. STAFF SOURCE: Janet Watts, Finance Director
8. FINANCIAL IMPACT: Bad debt write-off of \$2,044.29
9. STAFF COMMENTS: Recommends turning accounts over to collections.
10. CITY ATTORNEY'S COMMENTS:
11. RESOLUTION/ORDINANCE NO. N/A

02/05/2019

ACCOUNT NUMBER	NAME	SERVICE ADDRESS	MAILING ADDRESS	BALANCE	AGENCY FEE	TOTAL FEE
18-0161-01	ALLEN, BRYAN	1132 E SW 59TH MUSTANG, OK 73064	1132 E SW 59TH MUSTANG, OK 73064	\$ 241.60		
START DATE:						
FINAL DATE:						
16-0027-14	BLANTON, MARYAH	440 E CARSON LN MUSTANG, OK 73064	440 E CARSON LN MUSTANG, OK 73064	\$ 150.36		
START DATE:						
FINAL DATE:						
19-0305-15	CLARK, AMANDA	1703 E LONGVIEW LN MUSTANG, OK 73064	1703 E LONGVIEW LN MUSTANG, OK 73064	\$ 52.91		
START DATE:						
FINAL DATE:						
01-0078-04	COHAN, MAHMOOD	1623 W SH 152 MUSTANG, OK 73064	17500 OLD POND RD EDMOND, OK 73003	\$ 80.02		
START DATE:						
FINAL DATE:						
17-0187-06	CONDER, CHARLOTTE	544 E ELDER LN MUSTANG, OK 73064	700 SHEDECK PARKWAY YUKON, OK 73099	\$ 67.05		
START DATE:						
FINAL DATE:						
06-0430-11	COX, TRACEY	929 W PRAIRIE WIND WAY MUSTANG, OK 73064	1101 GREENFIELD AVE YUKON, OK 73099	\$ 36.10		
START DATE:						
FINAL DATE:						
11-0142-04	DUNN, JAMES & PAULA	427 W ELDER DR MUSTANG, OK 73064	1837 SUNRISE DR MOORE, OK 73160	\$ 61.31		
START DATE:						
FINAL DATE:						
12-0053-09	HARDWICK, GREG & JENNIFER	108 W DOWDEN DR MUSTANG, OK 73064	10020 SW 9TH MUSTANG, OK 73064	\$ 76.39		
START DATE:						
FINAL DATE:						
09-0233-13	HELMS, DANIEL	810 W FORSTER DR MUSTANG, OK 73064	810 W FORSTER DR MUSTANG, OK 73064	\$ 532.13		
START DATE:						
FINAL DATE:						
17-0250-09	KITCHENS, BOBBY	612 E LINDEN LN MUSTANG, OK 73064	612 E LINDEN LN MUSTANG, OK 73064	\$ 142.61		
START DATE:						
FINAL DATE:						
13-0371-02	MCCRIGHT, KIMBERLY	441 W CROOKED BRANCH WAY MUSTANG, OK 73064	841 MAPLE ST YUKON, OK 73099	\$ 27.57		
START DATE:						
FINAL DATE:						
50-0565-06	MILLER, MICHAEL	1750 W SW 59TH MUSTANG, OK 73064	1750 W SW 59TH MUSTANG, OK 73064	\$ 38.80		
START DATE:						
FINAL DATE:						
09-0206-00	RAIN, ANITA W.	730 W FORSTER DR MUSTANG, OK 73064	508 S JONES LN MUSTANG, OK 73064	\$ 18.27		
START DATE:						
FINAL DATE:						
15-0070-06	ROGERS, KATY	417 E LINDEN LN MUSTANG, OK 73064	PO BOX 118 SHOW LOW, AZ 85902	\$ 81.79		
START DATE:						
FINAL DATE:						
21-0144-03	STELZER, JARRET	1919 E ENSEY TERR MUSTANG, OK 73064	1919 E ENSEY TERR MUSTANG, OK 73064	\$ 141.12		
START DATE:						
FINAL DATE:						
21-0102-09	SUTTON, LARRY	716 N CANADIAN TERR MUSTANG, OK 73064	7800 S SHERWOOD AVE OKC, OK 73159	\$ 101.38		
START DATE:						
FINAL DATE:						
05-0625-01	TAYLOR, MICHELLE	206 N WESTMINSTER WAY MUSTANG, OK 73064	1220 E HILLS DR MOORE, OK 73160	\$ 194.88		
START DATE:						
FINAL DATE:						

ACCOUNTS: 17

TOTALS: \$ 2,044.29 \$ 715.50 \$ 2,759.79

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

- 1. ITEM NO.** F-5
- 2. MEETING DATE:** FEBRUARY 5, 2019
- 3. TITLE:** Approval to turn past due library accounts over to collection agency.
- 4. COUNCIL ACTION:** Approve/Deny
- 5. INITIATOR:** Janet Watts, Finance Director
- 6. BACKGROUND:**
The attached library accounts are past due and need to be sent to collections.
The total balance is \$966.52 excluding collection agency fees.
- 7. FINANCIAL IMPACT:**
Inventory loss of \$966.52
- 8. STAFF COMMENTS:** Recommend Approval
- 9. STAFF SOURCE:** Julie Slupe, Library Director
- 10. CITY ATTORNEY COMMENTS:**
- 11. RESOLUTION/ORDINANCE NO.** N/A

Council Copy
Accounts Sent to Collections
for January, 2019

	A	B	C	D	E
1	Acct #	NAME/RESPONSIBLE PARTY	CITY, STATE, ZIP	BOOK BALANCE	
2	0075416	Tia Nichole Autry	Yukon, OK 73099	\$80.00	
3	0075224	DESTINY HOPE ASHER	MUSTANG, OK 73064	\$61.92	
4	0073609	ERIN K. HOWARD	OKLAHOMA CITY, OK 73169	\$83.10	
5	0074566	JESSICA RICHARD	TUTTLE, OK 73089	\$339.03	
6	0058550	BETTINA CHRISTA JOHNSON	MUSTANG, OK 73064	\$54.97	
7	0075418	NICHOLE DAWN PURCELL	MUSTANG, OK 73064	\$175.75	
8	0075348	EMILY MARIE ENOS (SENT TO COLL. 12/19/18)	Yukon, OK 73099	\$37.94	
9	0074709	CORTNEY J. HUGHES (SENT TO COLL. 12/19/18)	TUTTLE, OK 73089	\$11.99	
10	0075343	JEPOTHY W. HEATH	EL RENO, OK 73036	\$63.94	
11	0075342	JEPOTHY W. HEATH	EL RENO, OK 73036	\$57.88	
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29			TOTAL FOR INDIVIDUALS	\$966.52	
30					
31			LOST INTERLIBRARY LOAN FEES	0.00	
32					
33			OVERALL TOTAL	966.52	
34					
35					
36					
37					
38					
39					
40					
41					
42					
43					
44					
45					
46					

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. File

2. MEETING DATE: February 5, 2019

3. TITLE:

Discussion, Consideration and Possible Action to Approve Resolution No. 19-027 for a Budget Supplemental in the Library Fund for the Fiscal Year 2018-2019.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The Library Department received \$11,080 from Oklahoma State Aid – Department of Libraries for fiscal year 2019 State Aid Grant (90%). The grant monies will be used to purchase library processing supplies, equipment and educational programs.

A supplemental appropriation to increase the Library Fund in the amount of \$11,080 to be appropriated in fiscal year 2019.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Julie Slupe, Library Director

10. ORDINANCE / RESOLUTION NO. 19-027

RESOLUTION NO. 19-027

A RESOLUTION TO MAKE CHANGES IN THE LIBRARY FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2018-2019 FISCAL YEAR BUDGET BY \$11,080.

WHEREAS, The Library Department received \$11,080 from Oklahoma State Aid – Department of Libraries for fiscal year 2019 State Aid Grant (90%). The grant monies will be used to purchase library processing supplies, equipment and educational programs;

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:	
State Aid Grants (07-45112)	\$11,080
Expenditures:	
State Aid Expense (07-507-5630)	<u>\$11,080</u>
Total	<u>\$11,080</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **5th** day of **February 2019**.

Mayor

ATTEST:

City Clerk

CITY OF MUSTANG
AGENDA COMMENTARY

1. **ITEM:** F-7
2. **MEETING DATE:** February 5, 2019
3. **TITLE:** Approval of Facility User Agreements for City of Mustang sports facilities
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Justin Battles, Assistant City Manager
6. **BACKGROUND:** Facility user agreements for the softball, baseball, and soccer complex were approved at the February 6, 2018 city council meeting. These agreements are set to be renewed on a yearly basis. All agreements are attached.
7. **FINANCIAL IMPACT:**
8. **STAFF'S COMMENTS:** Staff recommends approval of agreements between Mustang Youth Baseball, Mustang Youth Soccer, and Mustang Softball Association.
9. **STAFF SOURCE:** Justin Battles, Assistant City Manager

**Sports Facility Agreement
Wild Horse Park Softball Facility**

This Agreement, made and entered into this 5 day of FEB, 2019, between the City of Mustang ("City") and the Mustang Youth Softball 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 softball 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 **January, 2019 through January 1, 2020**, 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 softball 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 none other;

b. Maintain the entire property herein in a good condition, free and clear of all debris or matter, by whatever description, through the entire term of this Agreement, **except that the CITY will provide for janitorial services and landscape maintenance in support areas which are defined as non-playing field areas within the complex at Wild Horse Park;**

c. Construct no permanent type construction on the property without prior approval of the CITY. It is further understood that all construction plans will require MIA Engineer review **and written approval prior to commencement of construction; and the construction and improvement**, will be subject to CITY Inspection, and all City Code requirements. It is specifically understood that all permanent fixtures and or permanent type

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 the City of Mustang 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 permit the CITY to limit the use or discontinue of the same altogether during periods of water shortage

e. **By July 1 and December 1 or upon CITY 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 MIA information indicating the number of participants in the current programs.

g. Permit no activities to continue beyond the hour of midnight **without the prior approval from the City Manager or his designee** and all exterior lights except for security lights to be turned out within 15 minutes after the cessation of all such activities on the hour above stated unless requested by City Staff on duty for safety reasons;

h. Club will adhere to organizations adopted bylaws and can be held accountable to do so or agreement can be terminated following the guidelines set forth in said agreement

5. **All teams must have head and assistant coaches that are certified through a course to be approved by the City Manager's designee. 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 named the City of Mustang as additional insured. 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 City of Mustang interest therein until the CITY has received 30- days notice in writing of such change or cancellation. Proof of such insurance shall be required before this Agreement becomes effective.

(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.

(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 as additional insured.

e. Failure of the Club to keep the required insurance policies in force and effect during the term of 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 hereby reserves unto itself the right of ingress and egress over, through, under and across 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 premises.

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

9. The CITY will, maintain and prepare the infields, groom and mow the grass in the outfields.

10. The CITY 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.

11. The CITY shall, at all times, have the right to go upon said property and inspect same and determine if any of 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 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. If it is determined that this agreement exceeded the City's rights, then this agreement will 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.** The Club shall pay to the CITY a fee of \$1.00 per paying gate entrant during league play and \$2.00 per paying

gate entrant during tournament play, which will be monitored through the City Manager's designee. In the event a tournament or league pass is sold the City shall receive percentage based upon the total. (Example, gate for league play is \$4.00, City receives \$1.00 which equals 25%, if league pass is sold for \$40 City will receive 25% of pass equaling \$10)

16. The exclusive concession privileges for sale of refreshments and goods associated with any athletic and recreational activities on the property will be the sole responsibility of the CITY. All funds generated through the concession sales shall be the property of the CITY. Such concessions will promote the use of premises 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 Club shall have no right to grant any third person any license or other right to use the Property or any portion thereof for any purpose.

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 the February for spring activities, and the fifteenth (15th) day of August for fall activities. The City Manager's designee shall be notified in a timely manner of amendments to the schedule and upon proper notification by club; dates for submission of schedule may be extended.

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. Such permission rests in the sole discretion of the City Manager, or designee. However, both Club and CITY shall exert good faith efforts to ensure and provide fairness in the availability of the premises. 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 premises 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 SOFTBALL ASSOCIATION

By _____
President
Mustang Softball Association

ATTEST:

Vice President
Mustang Softball Association

Sports Facility Agreement Wild Horse Park Baseball Facility

This Agreement, made and entered into this 5 day of FEB, 2019, between the City of Mustang ("City") and the Mustang Youth Baseball 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 baseball 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 **January, 2019 through January 1, 2020**, 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 baseball 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 none other;

b. Maintain the entire property herein in a good condition, free and clear of all debris or matter, by whatever description, through the entire term of this Agreement, **except that the CITY will provide for janitorial services and landscape maintenance in support areas which are defined as non-playing field areas within the complex at Wild Horse Park;**

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 Code requirements. It is specifically understood that all permanent fixtures and or permanent type 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 the City of Mustang 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 permit the CITY to limit the use or discontinue of the same altogether during periods of water shortage;

e. **By July 1 and December 1 or upon CITY 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 the hour of midnight **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 activities on the lighted field or the hour above stated unless requested by City Staff on duty for safety reasons;

h. Club will adhere to adopted bylaws by organization and can be held accountable to do so or agreement can be terminated following guidelines set forth in said agreement.

5. All teams must have head and assistant coaches that are certified through a course to be approved by the City Manager's designee. 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 named the City of Mustang as additional insured. 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 City of Mustang interest therein until the CITY has received 30- days 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 premises, the insurance as set forth above, naming the City of Mustang as additional insured.

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 hereby reserves unto itself the right of ingress and egress over, through, under and across 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 premises.

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

9. The CITY will, maintain and prepare the infields, groom and mow the grass in the outfields.

10. The CITY 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.

11. The CITY shall, at all times, have the right to go upon said property and inspect same and determine if any of 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 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. If it is determined that this agreement exceeded City's rights, then this agreement will become 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. The Club shall**

pay to the CITY a fee of \$1.00 per paying gate entrant during league play and \$2.00 per paying gate entrant during tournament play, which will be monitored through the City Manager's designee. In the event a tournament or league pass is sold the City shall receive percentage based upon the total. (Example, gate for league play is \$4.00, City receives \$1.00 which equals 25%, if league pass is sold for \$40 City will receive 25% of pass equaling \$10)

16. The exclusive concession privileges for sale of refreshments and goods associated with any athletic and recreational activities on the property will be the sole responsibility of the CITY. All funds generated through the concession sales shall be the property of the CITY. Such concessions will promote the use of premises 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 Club shall have no right to grant any third person any license or other right to use the Property or any portion thereof for any purpose.

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 the February for spring activities, and the fifteenth (15th) day of August for fall activities. The City Manager's designee shall be notified in a timely manner of amendments to the schedule and upon proper notification by club; dates for submission of schedule may be extended.

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. Such permission rests in the sole discretion of the City Manager, or designee. However, both Club and CITY shall exert good faith efforts to ensure and provide fairness in the availability of the premises. 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 premises 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 BASEBALL

By _____
President
Mustang Youth Baseball

ATTEST:

Vice President
Mustang Youth Baseball

**Sports Facility Agreement
Wild Horse Park Soccer Facility**

This Agreement, made and entered into this 5 day of FEB, 2019, between the City of Mustang (the "City") and the Mustang Youth Soccer 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 soccer 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 **January, 2019 through January 1, 2020**, 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 soccer 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 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, **written approval prior to commencement of construction and improvement**, and will be subject to CITY Inspection, and all City Municipal Code requirements. It is specifically understood that all permanent fixtures and or permanent type 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 permit the CITY to limit the use or discontinue of the same altogether during periods of water shortage;

e. **By July 1 and 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 the hour of 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 activities on the lighted field or the hour above stated unless requested by City Staff on duty for safety reasons;

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, and 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 term 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.

f. Club will adhere to adopted bylaws by organization and can be held accountable to do so or agreement can be terminated

7. The CITY hereby 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 and referee the games.

9. The CITY will maintain and mow the grass on the playing fields, club may assist in mowing in the event they deem necessary.

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 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 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. If it is determined that this Agreement exceeded City's rights then this Agreement shall be null and void.

15. Fees and/or admission charge: No fee shall be charged for parking unless a special event permit is obtained through the City of Mustang. 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. The Club shall pay to the CITY a fee of \$5,000 per contract year.

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 Club shall have no right to grant any third person any license or other right to use the Property or any portion thereof for any purpose.

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 the February for spring/summer activities, and 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. Such permission rests in the sole discretion of the City Manager, or 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 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 SOCCER

By 
President

ATTEST:


Secretary or Vice President
Mustang Youth Soccer

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. F-8
2. MEETING DATE: February 5, 2018
3. TITLE: School Resource Officer – Annual Agreement Addendum
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Timothy Rooney, City Manager
6. BACKGROUND: Attached, for your information and review, is a proposed addendum to the agreement between the City of Mustang and Mustang Public Schools for the purpose of providing three School Resource Officers (Including one first line supervisor) for the FY19 school year, each day the school is in session, for the remainder of the 2019 school year.

Mustang Public School Board approved this agreement December 2018.
7. FINANCIAL IMPACT: If agreement is approved, the City of Mustang would be reimbursed a total amount of \$47,091.02. for the remainder of the 2019 school year. Cost to the city for our portion is \$15,697.04.
8. STAFF COMMENTS: Staff recommends City Council approval of the School Resource Officer Agreement.
9. STAFF SOURCE: Robert Groseclose, Police Chief
10. RESOLUTION / ORDINANCE: None

**SUPPLEMENT TO
AGREEMENT BETWEEN THE CITY OF MUSTANG
AND MUSTANG PUBLIC SCHOOL SYSTEM
2018-2019 SCHOOL YEAR**

This Supplement is entered into between the City of Mustang ("CITY") and the Independent School District No. I-069, Mustang Public School System ("SCHOOL"), to add an additional resource officer to the Agreement between the City and School under that certain Agreement Between the City of Mustang and Mustang Public School System 2018-2019 School Year.

Whereas, the SCHOOL has need for an additional full-time, on duty police officer to serve Mustang Public Schools, High School/Middle School campus in the boundaries of the CITY each day school is in session; and

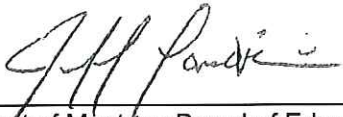
Whereas, the CITY has determined that it is in the best interest of students and residents to provide protection services to the SCHOOL for the purposes, terms and conditions as stated herein;

Now, therefore, for the consideration as stated herein, the parties agree as follows:

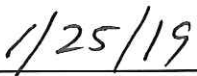
1. The CITY will furnish the services of an additional Mustang Police Officer to the SCHOOL, in addition to the two (2) experienced Mustang police officers currently provided to the SCHOOL, no earlier than 7:30 a.m. and no later than 4:30 p.m. each day SCHOOL is in session during the remainder of the 2018-2019 SCHOOL year.
2. The additional officer will be provided under the terms of the Agreement Between the City of Mustang and Mustang Public School System 2018-2019 School Year currently in effect between the CITY and SCHOOL for the remainder of the academic year.
3. Both parties will approve the designation of the additional police officer assigned to the SCHOOL under the terms of this Supplement.
4. In consideration for the additional officer provided through this Supplement, the SCHOOL agrees to pay the CITY an additional amount of \$47,091.02 limited to remainder of the 2018-19 SCHOOL year only, which is the approximate salary, benefits and expenses to the CITY for one (1) supervisory police officer for the remaining instructional days of the current academic year. This amount will be paid in five (5) equal monthly payments, payable on the day following the regular scheduled board meeting for the previous month's services. The first payment will be due on or before February 15, 2018.
5. The CITY appoints the Chief of Police and the SCHOOL appoints the Superintendent as their respective designees for carrying out the terms of this Agreement, including the assignment of duties to the assigned police officer.

Mayor, City of Mustang

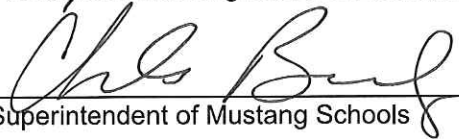
Date



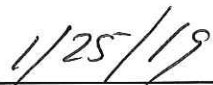
President of Mustang Board of Education



Date



Superintendent of Mustang Schools



Date

CITY OF MUSTANG
AGENDA COMMENTARY

1. **ITEM:** F-9
2. **MEETING DATE:** February 5, 2019
3. **TITLE:** Approval of interlocal agreement between the City of Mustang and the Board of County Commissioners of Canadian County
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Justin Battles, Assistant City Manager
6. **BACKGROUND:**

The attached agreement allows the County to assist with installation of storm sewer piping in Wild Horse Park. The area is located just southeast and east of the new playground. Piping is part of the master plan assisting in drainage around the playground, splash pad, and future market building.
7. **FINANCIAL IMPACT:** N/A
8. **STAFF'S COMMENTS:** Staff recommends approval.
9. **STAFF SOURCE:** Justin Battles, Assistant City Manager

INTERLOCAL AGREEMENT

This Agreement is by and between the Board of County Commissioners of Canadian County, Oklahoma, hereinafter referred to as "County", and the City of Mustang, Oklahoma, hereinafter referred to as "City".

Pursuant to Title 74 O.S.A. Chapter 31 Section 1008, the governing Boards of Canadian County and the City of Mustang find that it is to the mutual benefit of the citizens of both the City and the County to enter into an Interlocal Cooperation Agreement pertaining to installation of storm sewer piping at Wild Horse Park in Mustang.

WHEREFORE, in mutual consideration, the parties hereto agree as follows:

1. The County will provide labor and equipment to perform the work necessary to install 190 ft. of storm sewer piping tying into an existing system.
2. The County will contact "OKIE" before excavation begins in order to locate all utilities that may be in conflict with the project.
3. The City will be responsible for purchasing the piping and other materials necessary to complete the project shall be at the expense of the City.
4. Any engineering required for the joint project shall be the sole responsibility of the City.
5. This Agreement shall terminate June 30, 2019 and can be renewed next fiscal year by both parties, if needed.
6. Canadian County and the City of Mustang shall not be responsible or liable for the acts or omissions of the other.

Approved by the Board of County Commissioners, Canadian County this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
CANADIAN COUNTY, OKLAHOMA

David Anderson-- Member

Marc Hader--- Member

Jack Stewart--- Chairman

ATTEST:

Sherry Murray---County Clerk

APPROVED as to form and legality this _____ day of _____ 2018.

Tommy Humphries, Assistant District Attorney.

APPROVED by the Mayor and Council of the City of Mustang this _____ day of _____, 2018.

Jess Schweinberg, Mayor

ATTEST:

Clerk

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-10
2. MEETING DATE: February 5, 2019
3. TITLE: Monte James (former City of Mustang employee) has requested his retirement through the Oklahoma Municipal Retirement Fund (OkMRF)
4. COUNCIL ACTION: Approve or Deny
5. INITIATOR: Human Resources Department
6. BACKGROUND: The Oklahoma Municipal Retirement Fund requires City Council to approve all retirements. Mr. James is a former employee of the City of Mustang.
7. FINANCIAL IMPACT: None
8. STAFF COMMENTS: Staff recommends approval.
9. STAFF SOURCE: Laura Anderson, HR Director
10. CITY ATTORNEY'S COMMENTS:
11. RESOLUTION/ORDINANCE NO.

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. 14-1
2. MEETING DATE: February 5, 2019
3. TITLE: Resignation of Councilor Pratt
4. COUNCIL ACTION: Formally Accept
5. INITIATOR: Timothy Rooney, City Manager
6. BACKGROUND: On January 7, 2019, Councilor DeAnna Pratt submitted the attached letter in which she is resigning her position as the Ward 1 representative on the Mustang City Council.

The Council needs to "formally accept" the resignation of Councilor Pratt.
7. FINANCIAL IMPACT: None
8. STAFF COMMENTS: None
9. STAFF SOURCE: Timothy Rooney, City Manager
10. RESOLUTION / ORDINANCE: None
11. ATTACHMENTS: Resignation Letter Dated January 7, 2019

January 7, 2019

Mr. Tim Rooney
Honorable Mayor and Councilors
City of Mustang
1501 N. Mustang Road
Mustang, Oklahoma 73064

It is with great regret that I must give my letter of resignation as Mustang City Councilwoman, effective immediately. I am leaving this position for personal reasons that won't allow me to fulfill my duties as a City Council Member.

I appreciate the opportunity given to me to serve the citizens of Ward 1 up to this point. I have learned a lot from my participation in the council.

At the time of the filing deadline for the upcoming election in April, 2019, there were no foreseen reasons why I could not run for the position of Ward 1 Councilor. However, life changes unexpectedly. I would like to let the citizens of Ward 1 know at this time that I am no longer interested in the council position although my name will be on the ballot in April. I checked with the Canadian County Election Board and was informed it was too late to have my name removed from the ballot.

It is a collective effort of the Mayor and City Council, along with the City staff, that makes the great improvements for the City of Mustang. May they continue to do the great job they always do.

Sincerely,

A handwritten signature in black ink, appearing to read "DeAnna Pratt". The signature is fluid and cursive, with a large initial "D" and a long, sweeping underline.

DeAnna Pratt

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. H-2
2. MEETING DATE: February 5, 2019
3. TITLE: Process for Appointment to Fill Ward 1 Vacancy
4. COUNCIL ACTION: Approve
5. INITIATOR: Timothy Rooney, City Manager
6. BACKGROUND: Councilor DeAnna Pratt announced her resignation from the City Council via a letter dated January 7, 2019. There is an item prior to this one on the City Council agenda to formally accept that resignation.

Section 2-9 of the Mustang Charter states "When a vacancy occurs in the office of a Councilmember, except the Mayor, the governing body shall appoint, by a majority vote of the remaining members, a person who resides in the ward of the vacant office to fill the vacancy until the next general municipal election, and until a successor is elected and qualifies. Any vacancy shall then be filled at the next general municipal election by election of a person to complete the balance of any unexpired term. If the vacancy has not been filled within sixty (60) days after it occurs, the governing body shall call for a special election for the purpose of filling the vacancy for the duration of the unexpired term, unless such vacancy occurs within one hundred twenty (120) days prior to the first day of a filing period for the next general municipal election."

In previous vacancies on the City Council, the Council adopted and followed the following steps when attempting to fill a vacancy:

- Provided an advertisement in both local papers that notified the public of the vacancy. The advertisement included that the City of Mustang City Council was accepting letters of interest from residents of the particular Ward that would be willing to serve and are interested in being appointed to the City Council. Letters would be accepted through a certain date established by the City Council.
- All letters received were then provided to the City Council as they were received for review.
- An item was then placed on the next Council agenda following the deadline date for the appointment of the Councilmember.

While this process worked well previously, it would seem that in this instance, with the upcoming election of the Ward 1 Councilor already occurring in less than two months, advertising for letters of interest would be counterproductive if not a waste of money. There was a recent open filing period for the Ward 1 Councilor seat, and two residents filed to be considered by the residents in the upcoming April election...an incumbent and a challenger. The incumbent (Ms. Pratt) has resigned her position on the City Council and is not interested in being elected in April. It would seem the

best thing to do would be to appoint the challenger (Mr. Michael Ray) to serve out the remainder of the term for the Ward 1 seat that he will likely be elected to on April 2, 2019.

Please note that the Council must appoint someone to fill the position prior to the April 2, 2019 election date or call a Special Election which would even be more costly than advertising and then appointing someone to fill the vacancy. In short, this is a unique set of circumstances.

While there are several options available to the City Council, staff recommends City Council direct staff to place an item on the March 5, 2019 City Council agenda to appoint Mr. Michael Ray to fill the vacancy created by the resignation of Councilor DeAnna Pratt. Alternatively, the Council may call a Special Meeting to make the appointment at a future date prior to the March 5, 2019 meeting.

7. FINANCIAL IMPACT: Potential cost of advertisement costs for both newspapers.
8. STAFF COMMENTS: None
9. STAFF SOURCE: Timothy Rooney, City Manager
10. RESOLUTION / ORDINANCE: None
11. ATTACHMENTS: None

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. 11-3

2. MEETING DATE: February 5, 2019

3. TITLE: **Rezoning Application PUD-10-16-18-2-35, SW 74th & Monocoupe, Ellison Investments, LLC, A-1 to C-3 and R-1 PUD**

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

5. INITIATOR: Community Development Department

6. BACKGROUND RECOMMENDATION:

Project Description: The applicant requests a change in zoning classification for this property from A-1, General Agricultural and Oil and Gas District to C-3 and R-1, Commercial General and Single Family Planned Unit Development District. This property is located on the west side of S. Monocoupe Lane.

The concept involves a Commercial General development on the north 1/4 of the property approximately. Tract C will be a residential subdivision on the south 3/4 of the land. All Tracts will take access from S.H. 152 and no connection to S. Monocoupe Lane will be made. Two access points from S.H. 152 are proposed.

Tracts A and B will be zoned C-3, Commercial General District. There are two uses that will be permitted outright in commercial tract A that are conditional uses, the hotel and eating establishment with alcohol. The hotel is only permitted in tract A, it will not be an extended stay hotel. Tract A is requesting a maximum height of four stories or 56 feet. Tract A and B are requesting exceptions from standard commercial setback requirements for the front and rear setback, the side setback meets C-3 standards.

Tract C will be zoned R-1, Single Family Residential. Lots will be a minimum of one-half acre with a maximum of 18 lots. The back setback meets R-1 standards, the front setback requested is 25 feet, code requires 30 feet. The side setback requested is 5 feet, that meets code for single story homes, two story homes require 8-foot side setbacks.

Platting of the property will be required, the developer has stipulated they will notify residents when preliminary and final plats are filed.

Originally, the applicant asked for a waiver from the sidewalk requirement in the Residential portion, private sanitary sewer systems and a 5-foot front yard setback on Tracts A and B. During the

negotiations in the Planning Commission hearing, they agreed to install sidewalks in the R-1 tract, include a public sanitary sewer system throughout and increase the front yard setback to 10 feet.

The requested exceptions from our municipal code are as follows:

1. Front yard setbacks of 25 feet for residential lots. Code requires 30.
2. The cul-de-sac will exceed the maximum length of 500 feet.
3. Tract A lists a front yard setback of 10 feet. Code would require 50. The intent is to place the structure closer to the highway, with the parking in the rear to display a more appealing frontage view.
4. Tract B also lists a front yard setback of only 10 as well. Code would require 50 along the highway if the north side is considered a front yard setback, and 25 along the highway if the north side is considered a side yard setback. A 10-foot landscape buffer is required along the state highway.
5. Tract A will allow a height of 56 feet. Code currently allows a maximum height of 35 feet.
6. There is an open space provision of 10% of the area of the PUD. This may be considered an amenity.

The applicants have had meetings with neighboring residents and have modified their requests in accordance with the neighbors comments and concerns. They will not access or utilize S Monocoupe Lane in any way. They have also already done a preliminary drainage study, which goes above and beyond our requirements for a PUD submittal.

Character of Neighborhood: The general character of the area is rural estates development and commercial development.

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

Conformance with Long-Range Plan: This request does not conform to the comprehensive plan, which calls for Residential Estate development.

Utilities and Services: There is public water and sewer available to serve the commercial properties of this development. Public Water and Sewer will be extended to the residential tracts.

Professional Staff Recommendation: Staff recommends approval of the PUD. It is felt that commercial development would be most fitting along the State Highway. Also, the single family residential development would provide a buffer between the C-5 property to the west, and the R-E development to the east. The applicant has made several concessions to cooperate with the neighbors and has worked with them to alleviate concerns. This proposal does not conform to the Imagine Mustang Comprehensive Plan recommendations.

Planning Commission Recommendation: The Mustang Planning Commission voted unanimously to recommend approval of this application subject to staff comments at their January 8, 2019 meeting. Please see attached minutes. Please note: These minutes were not yet formally approved by the Mustang Planning Commission.

7. FINANCIAL IMPACT: None

8. STAFF SOURCE: Melissa Helsel, Community Development Director

9. CITY ATTORNEY'S COMMENTS:

10. RESOLUTION/ORDINANCE NO. 1182

ORDINANCE NO. 1182

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA AMENDING THE ZONING ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AS AMENDED, TO CHANGE CERTAIN PROPERTY LOCATED IN CANADIAN COUNTY, OKLAHOMA, FROM "A-1" GENERAL AGRICULTURAL AND OIL AND GAS DISTRICT TO "C-3/R-1 PUD" COMMERCIAL GENERAL AND SINGLE FAMILY PLANNED UNIT DEVELOPMENT DISTRICT AND, DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. That the Zoning Ordinance of the City of Mustang, Oklahoma, as amended, is hereby amended to change the Official Zoning Map, to include therein the following described property in the City of Mustang, Canadian County, State of Oklahoma from "A-1" General Agricultural and Oil and Gas District to "C-3/R-1 PUD" Commercial General and Single Family Planned Unit Development District.

LEGAL DESCRIPTION OF COMPLETE PROPERTY FOR REZONING:

A part of the Northeast Quarter (NE/4) of Section Thirty-Five (35), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, State of Oklahoma, more particularly described as follows: Beginning 509 feet East of the Northwest Corner of the Northeast Quarter (NE/4) of said Section 35; Thence South 1720 feet; Thence East 509 feet; Thence North 1720 feet to a point on the North line which is 1633.67 feet West of the Northeast Corner of said NE/4; Thence West 509 feet to the Point of Beginning. Less and Except the following tract deeded to the State of Oklahoma: A strip, piece or parcel of land lying in part of the NE/4 of Section 35, T11N, R5W in Canadian County, Oklahoma. Said parcel of land being described by metes and bounds as follows: Beginning at a point on the North line of said NE/4, a distance of 509.30 feet East of the NW corner of said NE/4; Thence East along said North line a distance of 509.30 feet; Thence South a distance of 85.00 feet; Thence S 89°54'47" W a distance of 30.25 feet; Thence N 00°05'13" W a distance of 25.00 feet; thence S 89°54'47" W a distance of 294.00 feet; Thence S 00°05'13" E a distance of 25.00 feet; Thence S 89°54'47" W a distance of 185.05 feet; Thence North a distance of 85.00 feet to the point of beginning.

Section 2. REPEALER

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

Section 3. SEVERABILITY

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

Section 4. EMERGENCY

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

PASSED AND APPROVED and the Emergency Clause voted upon separately and passed and approved this ____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

APPROVED as to form this ____ day of _____, 2019.

City Attorney

**PLANNING COMMISSION
MINUTES JANUARY 8, 2019**

The Mustang Planning Commission met in a regular session on Tuesday, January 8, 2019 at 7:00 p.m. at the Mustang Municipal Building, City Council Chambers at 1501 N. Mustang Road. Notification of the meeting was posted Thursday, December 6, 2018 in compliance with the Open Meeting Act (25 OAS, Section 301, et. seq.)

- I. CALL MEETING TO ORDER:** Chairman **Billy McDaniel** called the meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ELECTION OF OFFICERS:

Mr. McDaniel was asked by a member of the public to have each Commissioner introduce themselves. Each Commissioner gave a brief introduction.

Billy McDaniel was reelected as Chairman. **Jesse Bratton** was elected as Vice-Chairman. **Dan Hix** was reelected as Secretary.

IV. ROLL CALL

MEMBERS PRESENT: James Waugh, Jay Adams, Dan Hix, Jesse Bratton, Billy McDaniel, Jerry Brown, David Russell

MEMBERS ABSENT: None

STAFF PRESENT: Melissa Helsel, Radika Moore, Morgan Shepard, Justin Goodwin

CITY ATTORNEY: Jonathan Miller was in attendance

- V. APPROVAL OF MINUTES:** **Mr. Bratton** made a motion to approve the December 11, 2018 minutes. **Mr. Russell** seconded the motion. The motion was passed unanimously.

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

David Harper, 1520 N Bittercreek Terrace, came forward to introduce himself as a candidate for City Council, representing ward six.

Mr. Adams introduced Coeta Morrell, who had previously served on the Planning Commission for several years.

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

1. Rezoning Application, PUD-10-16-18-2-35, 201 S Monocoupe Lane, Johnson & Associates Inc, From A-1, General Agricultural and Oil and Gas District, to C-3 and R-1 PUD, Commercial General and Single Family Residential Planned Unit Development District.

Community Development Director, **Melissa Helsel**, introduced the rezoning request. The applicant requests a change in zoning classification for this property from A-1, General Agricultural and Oil and Gas District to C-3 and R-1, Commercial General and Single Family Planned Unit Development District. This property is located on the west side of S. Monocoupe Lane. The concept is for a Commercial General development on the north 1/3 of the property approximately. Tract 2 will be a residential subdivision on the south 2/3 of the land. All Tracts will take access from S.H. 152 and no connection to S. Monocoupe Lane will be made. Two access points from S.H. 152 are proposed.

Tract A and B have a base zoning of C-3, Commercial General District. There are two uses that will be permitted outright in commercial tract A that are conditional uses, the hotel and eating establishment with alcohol. The hotel is only permitted in tract A, it will not be an extended stay hotel.

Tract C will have a base zoning of R-1, Single Family Residential. Lots will be a minimum of one-half acre with a maximum of 18 lots. The lots will be served by public water but not public sewer, each home will have an aerobic system. The applicants have had meetings with neighboring residents and have modified their requests in accordance with the neighbors comments and concerns. They will not access or utilize S Monocoupe Lane in any way. They have submitted a preliminary drainage study, which goes above and beyond our requirements for a PUD submittal. There will be fences between the residential and commercial tract and along S. Monocoupe. As well as landscape buffers and a 10 foot easement granted to Monocoupe residents to preserve existing trees.

Staff recommends approval of the PUD. This proposal does not conform to the Imagine Mustang Comprehensive Plan recommendations. However, staff does feel that commercial development would be most fitting along the State Highway. Also, the single family residential development would provide a buffer between the C-5 property to the west, and the R-E development to the east. The applicant has made several concessions to appease the neighbors and has worked with them to alleviate concerns.

Ms. Helsel listed all of the requested variances and how each deviated from the code (See Attachment A).

Mr. Brown asked about the fence height and what is required by code. **Ms. Helsel** responded six.

Mr. Brown asked if higher fences could be put in. **Ms. Helsel** answered they could for a PUD.

Mr. Russell asked if sewer was available. **Ms. Helsel** responded sewer would be brought in for the commercial tracts but not the residential tracts due to the topography of the property.

Mr. Russell asked if the surrounding residences had public sewer. **Ms. Helsel** responded they were all on private septic systems.

Mr. Bratton asked about the sidewalks along State Highway 152. **Ms. Helsel** stated they would be to code.

Mr. Hix asked about one of the uses listed, a car wash, and voiced concerns about the aesthetics.

Mr. McDaniel opened the public hearing.

Tim Johnson, 1 E Sheridan Ave, of the firm Johnson & Associates, came forward. After several meetings with the neighbors, he feels comfortable with the changes that were made and the project feasibility. The layout of the commercial sites was designed to have parking in the back so the frontage would be attractive and inviting. The 25 foot setbacks were requested to give the neighboring homes on S Monocoupe more privacy. The PUD calls for private sewer on each lot because of the steep topography, the capacity of the sewer system and the need to keep the project financially feasible. He stated Monocoupe does not have good drainage and the preliminary drainage report was done for the residents.

Mr. Hix asked if the car wash use could be removed. Mr. Johnson agreed to remove that use before the City Council meeting.

Vic Doray, 402 S Monocoupe Terr, came forward. He stated his opposition to the previous proposals. His concerns include water issues, traffic and protection of S. Monocoupe. He stated the new group was very accommodating and he supports this PUD and all the neighbors agree unanimously. He discussed the compromises that were made by the neighbors and the developers. He suggested preliminary drainage studies be done at the first stage of the PUD process.

Tony Ellison, 5506 Stewart Drive, the owner of the property came forward. He stated he wants to build a relationship with neighbors and do what is best for Mustang.

Coeta Morrell, 1500 E Lily Lane, discussed the history of the property and her concerns regarding the location of the proposed development and drainage.

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

Mr. Adams expressed his appreciation with the concept and idea of this PUD, specifically the commercial parking behind the building and the transition to R-E. There were two red flags for him, sidewalks and sewer. He stated citizens frequently request sidewalks in their neighborhoods. He discussed the need for public sewer.

Mr. Waugh agreed with Mr. Jay and pointed out public sewer would increase the home values.

Mr. Russell agreed with earlier statements and discussed the safety provided by sidewalks and the added sense of community. He stated a brand new house, in a new subdivision would be expected to have public sewer.

Mr. Brown, Mr. Miller and **Ms. Helsel** discussed the PUD process.

Mr. Johnson stated they agree to put in sidewalks and sewer for all residential lots serviced by a lift station, provided it would be public and maintained by the city.

Mr. Waugh asked about signage to differentiate the residential and commercial tracts to prevent people driving through thinking there was an alternative way out. **Mr. Johnson** stated there would be a masonry sign to identify the subdivision. **Ms. Helsel** stated the city will also put signs up to indicate it is not a through-street.

The Commissioners and **Ms. Helsel** discussed fence location and height.

Mr. Russell made a motion to approve the request with the City Attorney's comments:

- Remove car wash as a permitted use
- Install sidewalk on residential lots pursuant to city standards
- Public easements be included at the platting stage for sewer line and lift station to be granted to the city

Mr. Adams seconded the motion.

A roll call vote was taken:

Jay Adams	Yes
James Waugh	Yes
Dan Hix	Yes
Jesse Bratton	Yes
Jerry Brown	Yes
David Russell	Yes
Billy McDaniel	Yes

The motion was approved unanimously.

VI. NEW BUSINESS: No new business was declared.

VII. COMMISSIONER, STAFF COMMENTS:

- VII. ADJOURNMENT:** Mr. Adams made a motion to adjourn. Mr. Russell seconded the motion, which was approved unanimously. The meeting was adjourned at 8:27 p.m.

CHAIRMAN

DATE

SECRETARY

THE CITY OF MUSTANG
PLANNED UNIT DEVELOPMENT

PUD
DESIGN STATEMENT FOR
SW 74th & Monocoupe

December 5, 2018
REVISED: January 21, 2019

Applicant:

Ellison Investments, LLC
5506 Stewart Dr.
Mustang, OK 73064

Prepared by:

Johnson & Associates, Inc.
1 East Sheridan, Suite 200
Oklahoma City, OK 73104
(405) 235-8075

TABLE OF CONTENTS

1.0 INTRODUCTION	1
2.0 LEGAL DESCRIPTION.....	1
3.0 OWNER/DEVELOPER	1
4.0 SITE AND SURROUNDING AREA	1
5.0 PHYSICAL CHARACTERISTICS	2
6.0 CONCEPT.....	2
7.0 SERVICE AVAILABILITY	2
8.0 SPECIAL DEVELOPMENT REGULATIONS	4
8.1 USE AND DEVELOPMENT REGULATIONS	4
9.0 SPECIAL CONDITIONS.....	10
9.1 ARCHITECTURAL REGULATIONS.....	10
9.2 LANDSCAPING REGULATIONS.....	10
9.3 SCREENING REGULATIONS.....	10
9.4 DRAINAGE REGULATIONS.	11
9.5 VEHICULAR ACCESS REGULATIONS.....	11
9.6 PLATTING REGULATIONS.....	11
9.7 SIDEWALK REGULATIONS.....	11
9.8 SIGNAGE REGULATIONS.....	12
9.9 ROOFING REGULATIONS.....	12
9.10 SETBACK REGULATIONS.....	12
9.11 HEIGHT REGULATIONS.....	12
9.12 PARKING REGULATIONS.....	13

9.13 LOT COVERAGE REGULATIONS.....	13
9.14 OPEN SPACE REQUIREMENTS.....	13
9.15 PUBLIC IMPROVEMENTS	13
9.16 COMMON AREAS	13
10.0 DEVELOPMENT SEQUENCE	14
11.0 EXHIBITS.....	14

1.0 INTRODUCTION:

The subject property is located west of the intersection of SW 74th Street and S. Monocoupe Lane. This site is approximately 19.18 acres in size.

2.0 LEGAL DESCRIPTION:

The legal description of the property comprising the proposed development at SW 74th & Monocoupe PUD is described in Exhibit A, attached and is made a part of this Design Statement.

3.0 OWNER/DEVELOPER:

The owner/developer of this property described in Section 2.0 is Ellison Investments, LLC. Johnson & Associates, Inc. prepared this PUD document.

4.0 SITE AND SURROUNDING AREA:

The subject property lies south of SW 74th Street and west of S. Monocoupe Lane. The entirety of the property is currently zoned A-1, "General Agricultural and Oil and Gas" District. The proposed project will consist of a mix of neighborhood retail and office uses, a hotel, and single-family residential lots. The subject property has two existing structures on the north end, a house and a barn. There is an existing oil pumping unit that will remain on site in its current condition.

North: Immediately to the north is SW 74th Street. The property to the north of the subject site is zoned C-5 "Commercial Intensive" District. This district is developed as retail and automotive uses.

East: Property to the east is zoned R-E "Rural Estates" District with a small undeveloped portion against SW 74th Street zoned C-3 "Commercial General" District.

South: Property to the south is zoned R-E "Rural Estates" District with the property to the southeast developed as residential and the property to the south west undeveloped.

West: Property west of the subject site is zoned C-5 "Commercial Intensive" District developed as self-storage and an indoor sports complex. There is a small portion against SW 74th Street zoned as C-4 "Shopping Center" District developed with a plasma donation center and a hotel.

5.0 PHYSICAL CHARACTERISTICS:

The subject site is 19.18 acres. The property generally slopes from west to east. There are no FEMA floodplains or Corps of Engineers regulated "blue line" streams on this property.

6.0 CONCEPT:

It is the Developer's intention to rezone the subject property to accommodate a mix of retail, office, and hotel uses on the north tract(s) (tracts A & B), and large lot single-family residential lots on the south tract (tract C). In addition, this Planned Unit Development allows the utilization of existing drainage patterns for the development of site amenities, such as a pond or a scenic common area. Single family portion of this PUD will be developed in a similar manner to the existing residential uses immediately east. To minimize the potential impact of commercial uses to the existing neighbors, we have limited the uses and area significantly. In particular, the hotel use is only permitted within Tract A. The concept seeks to work within the existing context of the area rather than against it.

By modifying the existing zoning requirements, the design statement and exhibits that constitute this Planned Unit Development will provide the developer with the flexibility desired to develop the residential development that will be in keeping with rural nature of the area.

7.0 SERVICE AVAILABILITY:

7.1 STREETS

The subject PUD will take access via two access points off SW 74th Street one of which will be designed as a Boulevard entrance that narrows to provide access to interior single-family lots within Tract C. The boulevard will be a dedicated public street and designed and constructed in accordance with City of Mustang standards and specifications.

7.2 SANITARY SEWER

Sanitary Sewer will be provided by extension of City of Mustang sanitary sewer line from the intersection of SW 74th Street and S Symes Lane which will service the commercial uses. The residential development shall be required to extend the City of Mustang sanitary sewers lines for service and (if necessary), construct a public lift station, and the whole system will be dedicated to the City for maintenance.

7.3 WATER

Water will be provided by extension of City of Mustang water line from SW 74th Street.

7.4 FIRE PROTECTION

Fire protection for the site shall be provided through the City of Mustang Fire Department. The fire station is 2.1 miles from the subject site.

7.5 GAS SERVICE, ELECTRICAL SERVICE, AND TELEPHONE SERVICE

Proper coordination with all utility providers for extension of services will be made in conjunction with this development.

7.7 DRAINAGE

No portion of the property within this PUD is located within the FEMA 100 year floodplain. The proposed development will comply with the current City of Mustang Drainage Ordinance.

7.8. IMAGINE MUSTANG PLAN

The subject site is designated as Residential Estates with a suggested density of 2 acres per lot. While the PUD seeks to permit a smaller lot, it is consistent with surrounding zoning and lot sizes of the greater area. The homes will all be single family residential with a minimum lot size of ½ acre and many closer to ¾ acre.

7.9 SUBDIVISION VARIATIONS

The following is a list of items which the PUD seeks to vary from the Mustang Zoning Ordinance to achieve the desired outcome and development standards:

- Section 7.1-Code Section 122-798(c)(7): The ability for commercial and residential uses to share the same street.
- Section 9.3- Code Section 122-473(4): Wall materials for commercial and residential separation.
- Section 9.11- Code Section 122-473 and 122-295: Altering setbacks of residential and commercial development.
- Sec. 106-298(7): Allow for the excess length of the proposed “dead-end” street as shown in the attached site plan.

8.0 SPECIAL DEVELOPMENT REGULATIONS:

The following Special Development Regulations and/or limitations are placed upon the development of the PUD. Planning and zoning regulations will be those which are in effect at the time of development of this PUD; provided, however, that the density and/or intensity of the PUD shall not be increased. Development is when a permit is issued for any construction or addition to any structure on a development tract. Certain zoning districts are referred to as a part of the Special Development Regulations of this PUD. For purposes of interpretation of these Special Development Regulations, the operative and controlling language and regulations of such zoning districts shall be the language and regulations applicable to the referenced zoning districts as contained in

the City of Mustang's Planning and Zoning Code as such exists at the time of development of this PUD. In the event of conflict between provisions of this PUD and any of the provisions of the Mustang Municipal Code, as amended ("Code"), in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this PUD, the provisions of the Code shall prevail and be controlling; provided however, that in the event of a conflict between the Special Use and Development Regulations specifically negotiated as a part of this PUD and the provisions of the Code in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this PUD, such Special Use and Development Regulations of this PUD shall prevail and be controlling.

8.1 USE AND DEVELOPMENT REGULATIONS

The use and development regulations of the **C-3 "Commercial General" District** shall govern Tracts A and B in this PUD and the use and development regulations of the **R-1 "Single Family" District** shall govern Tract C in the PUD except as herein modified, including accessory uses subject to their appropriate conditions and review procedures for public hearings where applicable, unless otherwise noted herein.

The following shall be the only uses permitted within this PUD:

Tract A:

- Abstract company
- Accountants
- Advertising
- Advertising officers
- Alarm system company
- Amusement place, indoor
- Antique shop
- Architect office
- Artist materials, supply studio
- Art school, gallery or museum
- Attorney
- Baby, children's clothing
- Bakery
- Banks
- Barber or beauty shop
- Beauty supply sales
- Bed and bath store
- Bicycle shop
- Book or stationery store
- Book store
- Broker (stocks and bonds)
- Business or management consultant
- Cafe
- Camera shop

- Candy store
- Card shop
- Cellular equipment sales and service
- Church, synagogue, temple
- Clothing or apparel store
- Coffee shop
- Collection agency
- College or university
- Computer sales and service
- Contractor's office
- Convenience store
- Credit unions
- Dairy products or ice cream store
- Data processing
- Dating service
- Day care center
- Delicatessen
- Dentist or dental surgeon
- Designer's office
- Detective or protective service
- Doctor's and physician's office
- Drafting service
- Dress shop
- Drug store
- Dry cleaning (no cleaning or pressing on premises)
- Eating establishment without alcohol
- Eating establishment with alcohol
- Employment agencies
- Engineer's office
- Fabric store
- Finance company
- Fine arts studio
- Florist shop
- Fraternal organizations
- Frozen food locker
- Fruit or vegetable shop
- Fuel service
- Geologist or geophysicists
- Gift and novelty shop
- Golf course
- Grocery or supermarket
- Hardware store
- Health club or spa
- Hearing aid shop

- Home decor shop
- Hospital
- Hotel, further restricted to only permit traditional hotels. Extended stay hotels shall not be permitted.
- Insurance sales office
- Jewelry store
- Key shop
- Labor union hall
- Laundry, self-service
- Library
- Liquor store
- Meat market(non-wholesale)
- Medical facility
- Movie sales
- Music store
- Newspaper office
- Newsstand sales
- Office supply
- Optometrist or optician
- Orthopedic supply
- Pharmacy
- Photocopying, blueprinting
- Photography studio
- Planning consultant
- Printing shop
- Psychologist
- Public building and facilities
- Radio and television, electronic sales and service
- Real estate office
- Savings or loan office
- School
- Senior citizens center
- Sewing machine sales and service
- Shoe sales and repair
- Sporting goods store
- Stationery store
- Studio (photo, music, artist)
- Tailoring and alterations
- Tax consultants
- Tax office
- Telephone sales and service
- Telephone shop
- Toy shop
- Travel agency
- Trust company

- Veterans hall
- Vitamin shop
- Wedding chapel

Tract B:

- Abstract company
- Accountants
- Advertising
- Advertising officers
- Alarm system company
- Amusement place, indoor
- Antique shop
- Architect office
- Artist materials, supply studio
- Art school, gallery or museum
- Attorney
- Baby, children's clothing
- Bakery
- Banks
- Barber or beauty shop
- Beauty supply sales
- Bed and bath store
- Bicycle shop
- Book or stationery store
- Book store
- Broker (stocks and bonds)
- Business or management consultant
- Cafe
- Camera shop
- Candy store
- Card shop
- Cellular equipment sales and service
- Church, synagogue, temple
- Clothing or apparel store
- Coffee shop
- Collection agency
- College or university
- Computer sales and service
- Contractor's office
- Convenience store
- Credit unions
- Dairy products or ice cream store
- Data processing
- Dating service
- Day care center

- Delicatessen
- Dentist or dental surgeon
- Designer's office
- Detective or protective service
- Doctor's and physician's office
- Drafting service
- Dress shop
- Drug store
- Dry cleaning (no cleaning or pressing on premises)
- Eating establishment without alcohol
- Eating establishment with alcohol
- Employment agencies
- Engineer's office
- Fabric store
- Finance company
- Fine arts studio
- Florist shop
- Fraternal organizations
- Frozen food locker
- Fruit or vegetable shop
- Fuel service
- Geologist or geophysicists
- Gift and novelty shop
- Golf course
- Grocery or supermarket
- Hardware store
- Health club or spa
- Hearing aid shop
- Home decor shop
- Hospital
- Insurance sales office
- Jewelry store
- Key shop
- Labor union hall
- Laundry, self-service
- Library
- Meat market(non-wholesale)
- Medical facility
- Movie sales
- Music store
- Newspaper office
- Newsstand sales
- Office supply
- Optometrist or optician

- Orthopedic supply
- Pharmacy
- Photocopying, blueprinting
- Photography studio
- Planning consultant
- Printing shop
- Psychologist
- Public building and facilities
- Radio and television, electronic sales and service
- Real estate office
- Savings or loan office
- School
- Senior citizens center
- Sewing machine sales and service
- Shoe sales and repair
- Sporting goods store
- Stationery store
- Studio (photo, music, artist)
- Tailoring and alterations
- Tax consultants
- Tax office
- Telephone sales and service
- Telephone shop
- Toy shop
- Travel agency
- Trust company
- Veterans hall
- Vitamin shop
- Wedding chapel

Tract C:

- Single-family detached dwelling
 - Minimum lot size of one half (1/2) acre
 - A maximum of 18 single family lots shall be permitted within this development. In the event that the existing well site is removed, two additional lots shall be permitted in its place.

9.0 SPECIAL CONDITIONS:

The following special conditions shall be made a part of this PUD:

9.1 ARCHITECTURAL REGULATIONS

All structures constructed within this PUD shall comply with the following architectural standards:

Exterior building wall finish on all main or primary structures, exclusive of windows and doors, shall consist of a minimum 70% brick veneer, rock, stucco, concrete-board or stone masonry. No more than 30% EIFS, architectural metal or wood shall be permitted. Buildings constructed out of metal or concrete block buildings shall not be permitted.

9.2 LANDSCAPING REGULATIONS

The subject parcel shall meet all requirements of the City of Mustang's Landscaping Ordinance in place at the time of development.

9.3 SCREENING REGULATIONS

Sight proof screening shall meet all the requirements of the base zoning district. In addition to the minimum requirements, no less than a six-foot and no greater than an eight-foot high sight-proof screen shall be required along the south, west and east PUD boundaries and in-between all residential lots. Said sight-proof screen may be constructed of stucco, brick, stone, wood, steel/iron and/or any combination thereof.

A sight proof screening fence shall be required along the south boundary of Tracts A and B where abutting residential uses. Said fence shall consist of a capped cedar wooden fence with masonry columns every 40 feet. This fence shall be constructed with Galvanized steel posts.

Trees along Monocoupe Lane shall be preserved and included in a platted 10 foot tree preservation easement at the time of the a Final Plat.

Tract B shall be required a minimum 10 foot landscaped buffer along the east property line where it is adjacent to the residential uses. Within said buffer shall be a mixture of evergreen and deciduous trees planted on 40 foot centers. Said trees shall also count toward the overall landscaping requirement for the site.

9.4 DRAINAGE REGULATIONS

Drainage improvements will be in accordance to applicable sections of the City of Mustang Ordinances (Ordinance 732). Drainage ways may be permitted and constructed in accordance with Chapter 50, Article III of the Mustang Municipal Code. Drainage ways must be designed to handle adequate flows and cannot be built without specific approval of the City Engineer. The maintenance will be the responsibility of the property owners and / or business owners association. The obligation to maintain the drainage improvements is intended to benefit, and may be enforced by, the City of Mustang.

At the time of residential platting, a final drainage study shall be required to be submitted. As part of this PUD, a preliminary drainage study (Exhibit C) has been conducted.

The stormwater drainage system developed should meet or exceed the surface water drainage Summary and Recommendations in Exhibit C. The final drainage plan should also assure no increased soil erosion will occur as a result of the plan on any adjacent downstream properties. If, at the developer's expense, a culvert is proposed to route water across Monocoupe Lane as part of the final drainage plan for Pond B (Southern portion of site) then said culvert should extend east to the adjacent pond (buried). The developer shall work in conjunction with adjacent pond-owners to gain access to allow installation of measures that can prevent any increased soil erosion that could occur from the outfall from Pond B. Should these measures require access to the property beyond the City's R-O-W, the property owners will be required to provide access easement to allow the work to be done.

9.5 VEHICULAR ACCESS REGULATIONS

There shall be a maximum of two entrances along SW 74th Street. Accesses shall be no less than 500 feet apart and be in accordance with State of Oklahoma access regulations in place at the time of development.

Tract C: Driveways and approaches within this PUD shall be of decorative or finished surface concrete with otherwise the same requirements as the R-1 zoning district.

9.6 PLATTING REGULATIONS

Platting of the property shall be required. In addition, the developer of this tract shall be required to provide a minimum of 21 day notice to the neighbors along Monocoupe Lane at the time preliminary and final plats are filed.

9.7 SIDEWALK REGULATIONS

Sidewalks shall be required on SW 74th Street and along all interior residential streets pursuant to the City of Mustang Codes and Regulations.

9.8 SIGNAGE REGULATIONS

9.9.1 *Freestanding Accessory Signs*

Free-standing signs shall be in accordance with the base zoning district.

9.9.2 *Attached Signs*

Attached signs shall be in accordance with the base zoning district.

9.9.3 *Non-Accessory Signs*

Non-accessory signs shall be specifically prohibited in this PUD.

9.9 ROOFING REGULATIONS

Residential structures shall have pitched roofs.

9.10 SETBACK REGULATIONS

Structures shall have the following setbacks:

Tract A:

Front: 10 feet

Side: 5 feet

Rear: 10 feet

Structure setbacks continued:

Tract B:

Front: 10 feet

Side: 5 feet interior; 10 feet from east property line

Rear: 10 feet

Tract C:

Front: 25 feet

Side: 5 feet

Rear: 20 feet

9.11 HEIGHT REGULATIONS

Tract A: Building height regulations shall be in accordance with the base zoning district regulations, 2½ stories or 35 feet. Four (4) stories or 56 feet shall be permitted for the Hotel use only.

Tract B: Building height regulations shall be in accordance with the base zoning district regulations, 2½ stories or 35 feet.

9.11 HEIGHT REGULATIONS CONTINUED

Tract C: Building height regulations shall be in accordance with the base zoning district regulations, 2½ stories or 35 feet.

9.12 PARKING REGULATIONS

Tract A: Per the City of Mustang Zoning Ordinance, shared or reciprocal parking shall be permitted with other uses and a 15% reduction for required parking shall be permitted.

Tract B: Per the City of Mustang Zoning Ordinance, shared or reciprocal parking shall be permitted with other uses and a 15% reduction for parking shall be permitted.

Tract C: Per the City of Mustang Zoning Ordinance

9.13 LOT COVERAGE

Maximum coverage for residential lots shall be 35%.

9.14 OPEN SPACE

The developer of this PUD shall reserve a minimum of 10% of the PUD area as passive open space for the use of the residents within the subdivision. Walking pathways can be counted towards the open space requirement.

9.15 PUBLIC IMPROVEMENTS

The property owner shall make public improvements throughout the PUD as may be required by the City of Mustang Public Works Department or other City, County, or State Department or agency. All Local, State, and Federal ordinances as they shall apply to the site will be adhered to fully.

9.16 COMMON AREAS

Maintenance of the common areas in the development shall be the responsibility of a home owners association. No structures, storage of material, grading, fill, or other obstructions, including fences, either temporary or permanent, that shall cause a blockage of flow or an adverse effect on the functioning of the storm water facility, shall be placed within the common areas intended for the use of conveyance of storm water, and/or drainage easements shown.

The common areas will be platted within the final plats and amenities can be added by the developer or the Property Owners Association any time after the common areas have been platted.

10.0 DEVELOPMENT SEQUENCE:

Developmental phasing shall be allowed as a part of the development of this PUD. Required traffic improvements shall be permitted to be constructed in conjunction with the phased development of this PUD, as approved by the Mustang Traffic Division.

Construction traffic shall not be permitted the use of Monocoupe Lane during the construction of any phase. Construction traffic shall only be permitted access to the site from State Highway 152 or through agreements made with property owners to the west.

11.0 EXHIBITS:

The following exhibits are hereby attached and incorporated into this PUD. These exhibits are:

- A: Legal Description
- B: Master Development Plan
- C: Preliminary Drainage Study

Exhibit A

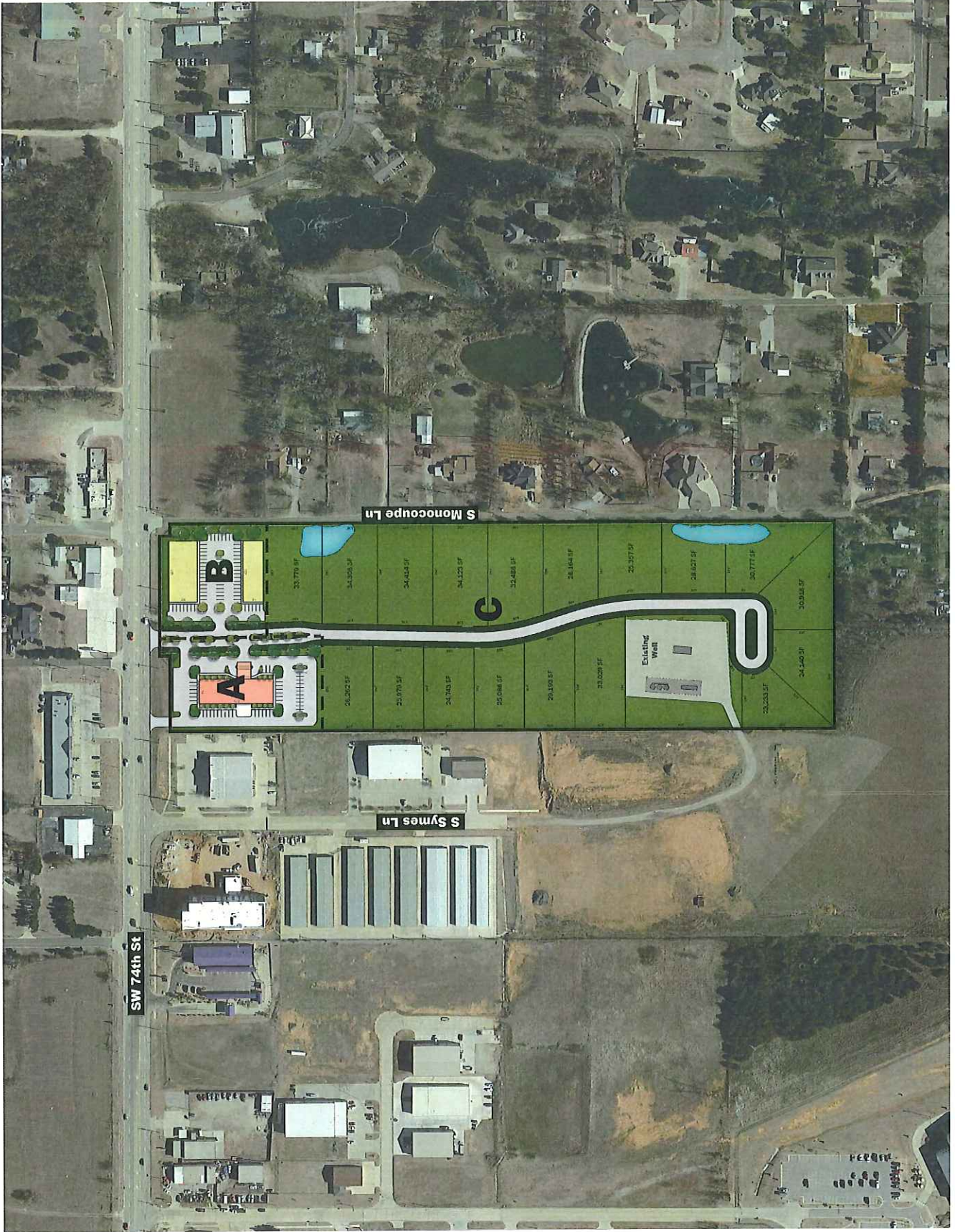
LEGAL DESCRIPTION

S.W. 74th & Monocoupe

A tract of land being a part of the Northeast Quarter (NE/4) of Section Thirty-five (35), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, State of Oklahoma, being more particularly described as follows: Beginning 809 feet East of the Northwest Corner of the Northeast Quarter of said Section 35; Thence South 1720 feet; Thence East 509 feet; Thence North 1720 feet to a point on the North line which is 1633.67 feet West of the Northeast Corner of said Northeast Quarter; Thence West 509 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING TRACT DEEDED TO THE STATE OF OKLAHOMA:

A strip, piece or parcel of land lying in part of the NE/4 of Section 35, T11N, R5W in Canadian County, Oklahoma, Said parcel of land being described by metes and bounds as follows: Beginning at a point on the North line of said NE/4, a distance of 509.30 feet East of the NW corner of said NE/4, thence East along said North line a distance of 509.30 feet, thence South a distance of 85.00 feet; Thence S89°54'47"W a distance of 30.25 feet, thence N00°05'13"W a distance of 25.00 feet; thence S89°54'47"W a distance of 294.00 feet, thence S00°05'13"E a distance of 25.00 feet, thence S89°54'47"W a distance of 185.05 feet, thence North a distance of 85.00 feet to the POINT OF BEGINNING.



SW74th & Monocoupe

Total Residential AC: 15.45
Total Lots: 18
Dwelling Units per AC: 1.16

Ex. C

PRELIMINARY DETENTION CALCULATIONS

TO SERVE

DEVELOPMENT AT MONOCOUPÉ LANE

LOCATED AT

**SW 74th Street and S. Monocoupe Lane
Mustang, Canadian County, Oklahoma**



November 15, 2018

Prepared by:



JOHNSON & ASSOCIATES, INC.

1 East Sheridan Ave., Suite 200
Oklahoma City, Oklahoma 73104
(405) 235-8075
(405) 235-8078*Fax

TABLE OF CONTENTS

	<u>Page</u>
PROJECT SCOPE	1
DETENTION SUMMARY	1
POND A	1
POND B	2
CONCLUSION & RECOMMENDATIONS	2

APPENDIX

POND ANALYSIS

DRAINAGE & CRITICAL DURATION DETENTION CALCULATIONS
(INCLUDED FOR REQUIRED POND VOLUME ESTIMATE ONLY)

INDIVIDUAL DRAINAGE AREA RUNOFF CALCULATIONS

DRAINAGE MAPS

PROJECT SCOPE

The Monocoupe Lane project is a mixed use development project consisting of single family residential and commercial use. The development is located south of SW 74th Street and West of Monocoupe Lane. This report addresses the detention requirements for the proposed development.

DETENTION SUMMARY

The property to be developed as Monocoupe Lane contains approximately 19.3 acres. The general drainage pattern of the site is from west to east. The site can be broken into three sub-basins that exit the east side of the subject property at different locations. Because the natural topography of the site produces multiple outfalls, we are proposing two detention ponds as part of this development. The historic Drainage Area (DA) that encompasses the northern portion of the site will be developed as commercial and will bypass the proposed ponds upon final build out. The historic DA that encompasses the middle portion of the site will be developed as residential with a pond provided for detention. A small portion of this DA will bypass the proposed pond and has been included in the pond analysis. The DA that encompasses the southerly portion of the site will be developed as residential with a pond provided for detention. A small portion of this DA will bypass the proposed pond and has been included in the pond analysis. The southerly historic DA contains some areas off-site, our analysis includes these areas as developed using both residential and commercial "c" values.

POND A

Pond A will service the middle portion of the site and has been analyzed for volume requirements based on overall site area to pond vs. overall site area bypass. Because the northerly portion of the site will bypass both proposed ponds, we will be including storage in each pond to account for the bypass. At a minimum, Pond A will need to include storage equal or greater than 15,376 CF. The proposed pond will be located adjacent to the easterly property line at the existing low point in this DA. Storm water runoff will be routed to the proposed street and into a proposed storm sewer system prior to entering the pond. Bypass in this DA will sheet flow off site to

the east. An outfall structure for the pond will be designed to limit flow out of the pond to pre-development rates.

POND B

Pond B will service the southern portion of the site and has been analyzed for volume requirements based on overall site area to pond vs. overall site area bypass. Because the northerly portion of the site will bypass both proposed ponds, we will be including storage in each pond to account for the bypass. At a minimum, Pond B will need to include storage equal or greater than 32,159 CF. The proposed pond will be located adjacent to the easterly property line at the existing low point in this DA. Storm water runoff will be routed to the proposed street and into a proposed storm sewer system prior to entering the pond. Bypass in this DA will sheet flow off site to the east. An outfall structure for the pond will be designed to limit flow out of the pond to pre-development rates.

CONCLUSIONS AND RECOMMENDATIONS

As shown in the spreadsheets included with this report, the construction of the proposed detention ponds will allow the development of the Monocoupe mixed development to take place while ensuring that the Proposed Conditions Storm Water Discharge is less than the Historic/Existing Conditions runoff for all the analyzed storm events.

It is hereby recommended that this Preliminary Drainage report be included in the Appendices of the PUD for Monocoupe, to be used at the time of platting of the development that the development would meet or exceed these calculations. And, that these numbers be considered the minimum design criteria. Additionally, any improvements that are necessary to install at the time of construction along Monocoupe Drive, will be required to be installed at the time of construction of the residential tract. Including, but not limited to any pipes required to be installed under the street where there are none presently.

APPENDIX

POND ANALYSIS

**DRAINAGE & CRITICAL DURATION
DETENTION CALCULATIONS**
(INCLUDED FOR REQUIRED POND VOLUME ESTIMATE ONLY)



Detention Calculations For:

Project Name: **MONOCOUP**

Project Location: **SW 74TH AND MONOCOUP LANE**

Storm Event: **100 yr**

City Runoff Standard: **Oklahoma City**

Drainage Area Units: **Acres**

Cells that have drop down selections.
Cells that may require values entered.
This page is for entering project data only. Print from other sheets.

Historic Drainage Area			
Type	C value	Area	
Grass	0.50	4.08	Acres
Grass	0.50	5.9	Acres
OKC Commercial	0.90	0.42	Acres
Residential	0.70	2.73	Acres
Grass	0.50	9.19	Acres
Custom "C" Value			
Weighted Average & Total=		0.5320	22.32 Acres
i2=	3.33	Q 2yr =	39.54 cfs
i5=	4.02	Q 5yr =	47.68 cfs
i10=	4.54	Q 10yr =	53.85 cfs
i25=	5.27	Q 25yr =	62.52 cfs
i50=	5.85	Q 50yr =	69.42 cfs
i100=	6.42	Q 100yr =	76.18 cfs

HISTORIC CALCULATIONS			
Overland Time of Concentration Calculation			
Calculate Slope:	Upstream Elev.= 1387	Dwnstream Elev.= 1362	
K Value: Custom Value	1.0000	1	Length= 731 ft
Tc=K(L ^{0.37} /S ^{0.2})	Tc=	22.53 min	Slope= 3.42%
Pipe Time of Concentration Calculation			
Calculate Velocity:	Pipe Diameter=		Slope= ft/ft
n Value=	Tc=V*L		Length= ft
Channel Time of Concentration Calculation			
Known Velocity:	Velocity=		Length= ft
Tc=V*L	Tc=		
Known Tc= min			
Total Historic Tc= 22.53 min			

Drainage Area To Pond			
Type	C value	Area	
Residential	0.70	4.11	Acres
Residential	0.70	9.08	Acres
OKC Commercial	0.90	0.42	Acres
Custom "C" Value			
Weighted Average & Total=		0.7062	13.61 Acres
i2=	4.11	Q 2yr =	39.51 cfs
i5=	4.90	Q 5yr =	47.13 cfs
i10=	5.49	Q 10yr =	52.73 cfs
i25=	6.33	Q 25yr =	60.84 cfs
i50=	7.01	Q 50yr =	67.41 cfs
i100=	7.67	Q 100yr =	73.71 cfs

TO POND CALCULATIONS			
Overland Time of Concentration Calculation			
Calculate Slope:	Upstream Elev.= 1400	Dwnstream Elev.= 1375	
K Value: Residential	0.5110	1	Length= 1054 ft
Tc=K(L ^{0.37} /S ^{0.2})	Tc=	14.19 min	Slope= 2.37%
Pipe Time of Concentration Calculation			
Known Velocity:	Velocity=	7 ft/s	Length= 132 ft
Tc=V*L	Tc=	0.31 min	
Channel Time of Concentration Calculation			
Known Velocity:	Velocity=	5 ft/s	Length= 0 ft
Tc=V*L	Tc=	0.00 min	
Known Tc= min			
Total To Pond Tc= 14.50 min			

Bypass Drainage Area			
Type	C value	Area	
OKC Commercial	0.90	3.69	Acres
Residential	0.70	0.39	Acres
Residential	0.70	1.79	Acres
Residential	0.70	2.84	Acres
Custom "C" Value			
Weighted Average & Total=		0.7847	8.71 Acres
i2=	4.64	Q 2yr =	31.68 cfs
i5=	5.51	Q 5yr =	37.63 cfs
i10=	6.12	Q 10yr =	41.84 cfs
i25=	7.03	Q 25yr =	48.08 cfs
i50=	7.79	Q 50yr =	53.23 cfs
i100=	8.50	Q 100yr =	58.09 cfs

BYPASS CALCULATIONS			
Overland Time of Concentration Calculation			
Calculate Slope:	Upstream Elev.= 1388	Dwnstream Elev.= 1371	
K Value: Residential	0.5110	1	Length= 558 ft
Tc=K(L ^{0.37} /S ^{0.2})	Tc=	10.66 min	Slope= 3.05%
Pipe Time of Concentration Calculation			
Known Velocity:	Velocity=	ft/s	Length= ft
Tc=V*L	Tc=	min	
Channel Time of Concentration Calculation			
Known Velocity:	Velocity=	ft/s	Length= ft
Tc=V*L	Tc=	min	
Known Tc= min			
Total Bypass Tc= 10.66 min			

Detention Summary	
Maximum Storage Occurs At	24.00 min
Q to Pond =	59.93 CFS
Pond Release Rate =	33.56 CFS
Q Bypass =	42.62 CFS
Maximum Storage Volume =	47534.87 CF

**INDIVIDUAL DA RUNOFF
CALCULATIONS
(HISTORIC AND DEVELOPED)**

DRAINAGE CALCULATIONS for:

Monocoupe

11/15/2018

Johnson & Associates, Inc.

Drainage Area Designation:

*Historic Southerly Basin*City Standard: **Oklahoma City**

STR #s | Street Name | Street Station

D.A.: 12.34 acres

Weighted C: 0.56

DEVELOPMENT TYPE	"c"	acres
Industrial/Conc/Asph	0.95	0.00
OKC Commercial	0.90	0.42
Residential	0.70	2.73
Apartments	0.85	0.00
Rocky/Bare Soil	0.50	0.00
Grass	0.50	0.00
Undeveloped	0.50	9.19
TOTAL SITE ACREAGE		12.34

SURFACE TYPE	"k"	LF
Pavement	0.372	0
Bare Soil	0.604	0
Poor Grass	0.942	0
Average Grass	1.000	528
Dense Grass	1.130	0
Residential (Avg)	0.511	0
Custom Value	0.455	86
Composite "k"	0.924	614

TIME OF CONCENTRATION CALCULATIONSUpstream Elevation **1392.00**Downstream Elevation **1369.00**

Overland	Length	Slope	k	Tc
	614	3.75%	0.924	19.16 min

Channel Flow	Length	Velocity (fps)	
	0	5.00	0.00 min

Pipe Flow	Length	Velocity (fps)	
	0	7.00	0.00 min

Total 19.16 min**RUNOFF**

Intensity (in/hr)

Q=CiA (cfs)

i2=	3.62	Q2=	24.9
i5=	4.34	Q5=	29.9
i10=	4.89	Q10=	33.6
i25=	5.66	Q25=	39.0
i50=	6.28	Q50=	43.2
i100=	6.88	Q100=	47.4

DRAINAGE CALCULATIONS for:

Monocoupe

11/15/2018

Johnson & Associates, Inc.

Drainage Area Designation:

*Historic Middle Basin*City Standard: **Oklahoma City**

STR #s | Street Name | Street Station

D.A.: 5.90 acres

Weighted C: 0.50

DEVELOPMENT TYPE	"c"	acres
Industrial/Conc/Asph	0.95	0.00
OKC Commercial	0.90	0.00
Residential	0.70	0.00
Apartments	0.85	0.00
Rocky/Bare Soil	0.50	0.00
Grass	0.50	0.00
Undeveloped	0.50	5.90
TOTAL SITE ACREAGE		5.90

SURFACE TYPE	"k"	LF
Pavement	0.372	0
Bare Soil	0.604	0
Poor Grass	0.942	0
Average Grass	1.000	731
Dense Grass	1.130	0
Residential (Avg)	0.511	0
Custom Value		0
Composite "k"	1.000	731

TIME OF CONCENTRATION CALCULATIONSUpstream Elevation **1387.00**Downstream Elevation **1362.00**

Overland	Length	Slope	k	Tc
	731	3.42%	1.000	22.53 min

Channel Flow	Length	Velocity (fps)	
	0	5.00	0.00 min

Pipe Flow	Length	Velocity (fps)	
	0	7.00	0.00 min

Total 22.53 min**RUNOFF**

Intensity (in/hr)

Q=CiA (cfs)

i2=	3.33	Q2=	9.8
i5=	4.02	Q5=	11.8
i10=	4.54	Q10=	13.4
i25=	5.27	Q25=	15.5
i50=	5.85	Q50=	17.2
i100=	6.42	Q100=	18.9

DRAINAGE CALCULATIONS for:

Monocoupe

11/15/2018

Johnson & Associates, Inc.

Drainage Area Designation:

*Historic North Basin*City Standard: **Oklahoma City**

STR #s | Street Name | Street Station

D.A.: 4.08 acres

Weighted C: 0.50

DEVELOPMENT TYPE	"c"	acres
Industrial/Conc/Asph	0.95	0.00
OKC Commercial	0.90	0.00
Residential	0.70	0.00
Apartments	0.85	0.00
Rocky/Bare Soil	0.50	0.00
Grass	0.50	0.00
Undeveloped	0.50	4.08
TOTAL SITE ACREAGE		4.08

SURFACE TYPE	"k"	LF
Pavement	0.372	0
Bare Soil	0.604	0
Poor Grass	0.942	0
Average Grass	1.000	547
Dense Grass	1.130	0
Residential (Avg)	0.511	0
Custom Value		0
Composite "k"	1.000	547

TIME OF CONCENTRATION CALCULATIONS

Upstream Elevation 1384.00

Downstream Elevation 1356.00

Overland	Length	Slope	k	Tc
	547	5.12%	1.000	18.67 min
Channel Flow	Length	Velocity (fps)		
	0	5.00		0.00 min
Pipe Flow	Length	Velocity (fps)		
	0	7.00		0.00 min
Total				18.67 min

RUNOFF

Intensity (in/hr)

Q=CiA (cfs)

i2=	3.66	Q2=	7.5
i5=	4.39	Q5=	9.0
i10=	4.94	Q10=	10.1
i25=	5.72	Q25=	11.7
i50=	6.35	Q50=	12.9
i100=	6.95	Q100=	14.2

DRAINAGE CALCULATIONS for:

Monocoupe

11/15/2018

Johnson & Associates, Inc.

Drainage Area Designation:

Proposed Southerly Basin to Pond
STR #s | Street Name | Street StationCity Standard: **Oklahoma City**D.A.: 9.50 acres
Weighted C: 0.71

DEVELOPMENT TYPE	"c"	acres
Industrial/Conc/Asph	0.95	0.00
OKC Commercial	0.90	0.42
Residential	0.70	9.08
Apartments	0.85	0.00
Rocky/Bare Soil	0.50	0.00
Grass	0.50	0.00
Undeveloped	0.50	0.00
TOTAL SITE ACREAGE		9.50

SURFACE TYPE	"k"	LF
Pavement	0.372	0
Bare Soil	0.604	0
Poor Grass	0.942	0
Average Grass	1.000	0
Dense Grass	1.130	0
Residential (Avg)	0.511	1054
Custom Value	0.455	0
Composite "k"	0.511	1054

TIME OF CONCENTRATION CALCULATIONSUpstream Elevation 1400.00
Downstream Elevation 1375.00

Overland	Length 1054	Slope 2.37%	k 0.511	Tc 14.19 min
Channel Flow	Length 0	Velocity (fps) 5.00		0.00 min
Pipe Flow	Length 132	Velocity (fps) 7.00		0.31 min
Total				14.50 min

RUNOFF

Intensity (in/hr)

Q=CiA (cfs)

i2=	4.11	Q2=	27.7
i5=	4.90	Q5=	33.0
i10=	5.49	Q10=	36.9
i25=	6.33	Q25=	42.6
i50=	7.01	Q50=	47.2
i100=	7.67	Q100=	51.6

DRAINAGE CALCULATIONS for:

Monocoupe

11/15/2018

Johnson & Associates, Inc.

Drainage Area Designation:

Proposed Southerly Basin (Bypass)
STR #s | Street Name | Street StationCity Standard: **Oklahoma City**

D.A.: 2.84 acres

Weighted C: 0.70

DEVELOPMENT TYPE	"c"	acres
Industrial/Conc/Asph	0.95	0.00
OKC Commercial	0.90	0.00
Residential	0.70	2.84
Apartments	0.85	0.00
Rocky/Bare Soil	0.50	0.00
Grass	0.50	0.00
Undeveloped	0.50	0.00
TOTAL SITE ACREAGE		2.84

SURFACE TYPE	"k"	LF
Pavement	0.372	0
Bare Soil	0.604	0
Poor Grass	0.942	0
Average Grass	1.000	0
Dense Grass	1.130	0
Residential (Avg)	0.511	558
Custom Value	0.455	0
Composite "k"	0.511	558

TIME OF CONCENTRATION CALCULATIONSUpstream Elevation **1388.00**Downstream Elevation **1371.00**

Overland	Length	Slope	k	Tc
	558	3.05%	0.511	10.66 min
Channel Flow	Length	Velocity (fps)		
	0	5.00		0.00 min
Pipe Flow	Length	Velocity (fps)		
	0	7.00		0.00 min
Total				10.66 min

RUNOFF

Intensity (in/hr)

Q=CiA (cfs)

i2=	4.64	Q2=	9.2
i5=	5.51	Q5=	10.9
i10=	6.12	Q10=	12.2
i25=	7.03	Q25=	14.0
i50=	7.79	Q50=	15.5
i100=	8.50	Q100=	16.9

DRAINAGE CALCULATIONS for:

Monocoupe

11/15/2018

Johnson & Associates, Inc.

Drainage Area Designation:

*Proposed Middle Basin (Pond)*City Standard: **Oklahoma City**

STR #s | Street Name | Street Station

D.A.: 4.11 acres
 Weighted C: 0.70

DEVELOPMENT TYPE	"c"	acres
Industrial/Conc/Asph	0.95	0.00
OKC Commercial	0.90	0.00
Residential	0.70	4.11
Apartments	0.85	0.00
Rocky/Bare Soil	0.50	0.00
Grass	0.50	0.00
Undeveloped	0.50	0.00
TOTAL SITE ACREAGE		4.11

SURFACE TYPE	"k"	LF
Pavement	0.372	0
Bare Soil	0.604	0
Poor Grass	0.942	0
Average Grass	1.000	0
Dense Grass	1.130	0
Residential (Avg)	0.511	575
Custom Value		0
Composite "k"	0.511	575

TIME OF CONCENTRATION CALCULATIONSUpstream Elevation **1387.00**Downstream Elevation **1368.00**

Overland	Length	Slope	k	Tc
	575	3.30%	0.511	10.61 min
Channel Flow	Length	Velocity (fps)		
	0	5.00		0.00 min
Pipe Flow	Length	Velocity (fps)		
	132	7.00		0.31 min
Total				10.92 min

RUNOFF

Intensity (in/hr)

Q=CiA (cfs)

i2=	4.60	Q2=	13.2
i5=	5.46	Q5=	15.7
i10=	6.07	Q10=	17.5
i25=	6.98	Q25=	20.1
i50=	7.73	Q50=	22.2
i100=	8.44	Q100=	24.3

DRAINAGE CALCULATIONS for:

Monocoupe

11/15/2018

Johnson & Associates, Inc.

Drainage Area Designation:

*Proposed Middle Basin (Bypass)*City Standard: **Oklahoma City**

STR #s | Street Name | Street Station

D.A.: 1.79 acres

Weighted C: 0.70

DEVELOPMENT TYPE	"c"	acres
Industrial/Conc/Asph	0.95	0.00
OKC Commercial	0.90	0.00
Residential	0.70	1.79
Apartments	0.85	0.00
Rocky/Bare Soil	0.50	0.00
Grass	0.50	0.00
Undeveloped	0.50	0.00
TOTAL SITE ACREAGE		1.79

SURFACE TYPE	"k"	LF
Pavement	0.372	0
Bare Soil	0.604	0
Poor Grass	0.942	0
Average Grass	1.000	0
Dense Grass	1.130	0
Residential (Avg)	0.511	410
Custom Value		0
Composite "k"	0.511	410

TIME OF CONCENTRATION CALCULATIONS

Upstream Elevation 1378.00

Downstream Elevation 1362.00

Overland	Length	Slope	k	Tc
	410	3.90%	0.511	9.05 min

Channel Flow	Length	Velocity (fps)	
	0	5.00	0.00 min

Pipe Flow	Length	Velocity (fps)	
	0	7.00	0.00 min

Total 9.05 min**RUNOFF**

Intensity (in/hr)

Q=CiA (cfs)

i2=	4.90	Q2=	6.1
i5=	5.81	Q5=	7.3
i10=	6.44	Q10=	8.1
i25=	7.39	Q25=	9.3
i50=	8.18	Q50=	10.2
i100=	8.91	Q100=	11.2

DRAINAGE CALCULATIONS for:

Monocoupe

11/15/2018

Johnson & Associates, Inc.

Drainage Area Designation:

*Proposed North Basin (Bypass)*City Standard: **Oklahoma City**

STR #s | Street Name | Street Station

D.A.: 4.08 acres

Weighted C: 0.88

DEVELOPMENT TYPE	"c"	acres
Industrial/Conc/Asph	0.95	0.00
OKC Commercial	0.90	3.69
Residential	0.70	0.39
Apartments	0.85	0.00
Rocky/Bare Soil	0.50	0.00
Grass	0.50	0.00
Undeveloped	0.50	0.00
TOTAL SITE ACREAGE		4.08

SURFACE TYPE	"k"	LF
Pavement	0.372	0
Bare Soil	0.604	0
Poor Grass	0.942	0
Average Grass	1.000	0
Dense Grass	1.130	0
Residential (Avg)	0.511	0
Custom Value	0.445	591
Composite "k"	0.445	591

TIME OF CONCENTRATION CALCULATIONS

Upstream Elevation 1386.00

Downstream Elevation 1364.00

Overland	Length 591	Slope 3.72%	k 0.445	Tc 9.11 min
Channel Flow	Length 0	Velocity (fps) 5.00		0.00 min
Pipe Flow	Length 0	Velocity (fps) 7.00		0.00 min
Total				9.11 min

RUNOFF

Intensity (in/hr)

Q=CiA (cfs)

i2=	4.89	Q2=	17.6
i5=	5.80	Q5=	20.8
i10=	6.43	Q10=	23.1
i25=	7.37	Q25=	26.5
i50=	8.16	Q50=	29.3
i100=	8.90	Q100=	32.0

DRAINAGE MAPS

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. 17-4
2. MEETING DATE: February 5, 2019
3. TITLE: Amendment to Fireworks Ordinance Regarding Sales
4. COUNCIL ACTION: Approve
5. INITIATOR: Timothy Rooney, City Manager
6. BACKGROUND: Last year during the time period of fireworks sales permits, a permit was sought by an area Little League team for the purpose of fund raising for their program. The existing ordinance is somewhat vague as to whether youth sport teams not organized by and/or through Mustang Public Schools were permitted to obtain these permits through the City of Mustang and sell fireworks.

The attached Ordinance provides clarity on this issue under Section 46-93 (b).

As discussed at the City Council Work Session on January 22, 2019, staff will be coming to you in March with an Ordinance that will change the permit fee as well.
7. FINANCIAL IMPACT: None.
8. STAFF COMMENTS: None
9. STAFF SOURCE: Timothy Rooney, City Manager
10. RESOLUTION / ORDINANCE: 1181
11. ATTACHMENTS: None

ORDINANCE NO. 1181

**AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA,
AMENDING CHAPTER 46, ARTICLE IV, SECTION 46-93 TO CLARIFY
TERMS AND INCLUDE RESTRICTIONS ON SELLS OF FIREWORKS
BY MINORS; PROVIDING FOR SEVERABILITY; AND DECLARING AN
EMERGENCY**

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

SECTION 1: Chapter 46, Article IV, Section 46-93 of the Code of Ordinances, City of Mustang, Oklahoma, is hereby amended to read as follows:

Sec. 46-93. Permitted sales.

- (a) Any nonprofit civic, charitable, fraternal, educational or religious organization located and domiciled within the corporate limits of the city may be licensed by the city clerk to sell consumer fireworks and related items from June 27 through July 3, daily, from 3:00 p.m. until 9:00 p.m., and on July 4 from 9:00 a.m. until 10:00 p.m.
- (b) For purposes of this section, youth sports teams shall not be considered as a civic, charitable, fraternal, educational or religious organization unless such team is organized and run by the Mustang Public Schools.
- (c) In no event shall any person under the age of 12 years participate in selling fireworks. Any person under the age of 18 may sell fireworks only if supervised by an adult representative of the license holder.

SECTION 2: SEVERABILITY.

If any part of this Ordinance is held by a court to be unreasonable, arbitrary, ambiguous, or otherwise unenforceable, that portion or part determined to be unenforceable shall be considered to be divisible and severable, and the remainder of any Ordinance shall remain effective, binding, and enforceable in all respects. Ordinances or portions thereof that are not specifically amended herein are not intended to be changed, and shall not be changed, by this enactment.

SECTION 3: EMERGENCY.

An emergency is declared to exist and it is necessary for the public welfare, health and safety that this ordinance take effect immediately upon passage, approval and publication according to law.

PASSED AND APPROVED this _____ day of February, 2019, with the Emergency Clause passed separately.

MAYOR

ATTEST:

CITY CLERK
(SEAL)

Approved as to form this ____ day of February, 2019.

CITY ATTORNEY

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: H-5

2. MEETING DATE: February 5, 2019

3. TITLE: Acceptance of contract and bonds from Elite Towers Inc. for project labeled Rockwell Water Tank

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 Rockwell Water Tank and County Line Tank Improvements. The Rockwell project includes expanding the storage capacity of the Mustang water system by adding a 64 ft. diameter by 40 ft. high storage tank at Rockwell booster station and configuration to add future treatment at the location.

Company:
Elite Towers Inc.

Base bid:
\$881,209.00

7. FINANCIAL IMPACT: \$881,209.00

8. STAFF'S COMMENTS: Staff recommends accepting contract and bonds for the Rockwell project. The county line portion of the project will be done at a later date.

9. STAFF SOURCE: Justin Battles, Assistant City Manager

CONTRACT AGREEMENT "A"

THIS CONTRACT AND AGREEMENT, made and entered into this 31st day of January 2019 by and between the Mustang Improvement Authority, Mustang, Oklahoma, party of the first part, hereinafter termed "Owner", and Elite Towers, Inc., party of the second part, hereinafter termed "Contractor".

WITNESSETH:

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

This project consists of furnishing all required materials, supplies, equipment, tools, and plant to perform all necessary labor for the construction of Rockwell Water Tank (MUS-WT17-002).

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

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

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

\$881,209.00

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

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

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

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

retainage as permitted by law.

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

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

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

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

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

(7) The Contractor shall complete the work in accordance with the terms of this Agreement within a period of time not to exceed 280 calendar days following the issuance by the City Engineer of a Work Order authorizing the Contractor to commence work on the project.

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

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

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

(11) APPROXIMATE QUANTITIES on all items which bids are to be received on a unit price basis; the quantities stated in the bid will not be used in establishing final payment due the contractor. The quantities stated, on which unit prices are invited, are approximate only and each bidder shall make his own estimate from the contract drawings of the quantities required on each item and calculate his unit price bid for each item accordingly. Bids will be compared on the basis of number of units stated in the bidding schedule. Payment on the contract or unit price items will be based on the actual number of units installed in the completed work. No increases or decreases in the approximate quantities shall exceed twenty (20%) percent without approval of the City Engineer.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four duplicate

originals, the day and year first above written.

"OWNER"

MUSTANG IMPROVEMENT AUTHORITY

By: _____

ATTEST

City Clerk

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

CITY ATTORNEY

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

"CONTRACTOR"

If an Individual: (signature) _____

doing business as: _____

If a Partnership: (signature) _____

By (Printed Name and Title): _____

Names of other partners: _____

If a Corporation: (signature) _____

By (Printed Name and Title): Josh Hall - Treasurer

ATTEST:

Nicole Hayler
Secretary

(CORPORATE SEAL)

Business Address of Contractor

911 S Mustang Rd

Blanchard, OK 73010



WATER AND SEWER MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Elite Towers, Inc., as Principal, and The Ohio Casualty Insurance Company, as surety, are held and firmly bound unto the CITY OF MUSTANG, a Municipal Corporation, and City of the first class, or the State of Oklahoma, in the full and just sum of Nine Hundred Sixty Nine Thousand Three Hundred Twenty Nine Dollars and Ninety Cents, (\$969,329.90), such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 3rd day of January, 2019. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: Rockwell Water Tank all in compliance with the plans and specifications therefore, made a part of said contract and on file at the City Of Mustang and to maintain the said improvement in the amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

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

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

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

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

Attest:

Nicole Taylor

Witness:

Shawn Evans

Elite Towers, Inc.

Principal

By:

The Ohio Casualty Insurance Company

Surety

By:

Carey L. Kennemer
Attorney-in-Fact Carey L. Kennemer



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

City Attorney

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

Attest:

Mayor

City Clerk

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Elite Towers, Inc.,

as Principal, and The Ohio Casualty Insurance Company

a Corporation organized under the laws of the State of New Hampshire

and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto City of Mustang

in the penal sum of Eight Hundred Eighty One Thousand Two Hundred and Nine Dollars (\$881,209.00) in lawful money of the United States of America, such sum being equal to the contract price for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this 31st day of January, 2019.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with MUSTANG IMPROVEMENT AUTHORITY, dated December 4, 2018, for:

Rockwell Water Tank (MUS-WT17-002)

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

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

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

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

ATTEST:

Nicole Laxla

PRINCIPAL:

Elite Towers, Inc.

BY: [Signature]

Address of Surety or Agent:

Rich & Cartmill, Inc.

9401 Cedar Lake Ave

Oklahoma City, OK 73114

Telephone No. 405-418-8600



Surety:

The Ohio Casualty Insurance Company

By: Carey L. Kennemer

Attorney-in-Fact Carey L. Kennemer

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

CITY ATTORNEY

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

ATTEST:

CITY CLERK

MAYOR

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Elite Towers, Inc., as Principal, and The Ohio Casualty Insurance Company, as Surety, authorized and, where required, licensed to transact business in the State of Oklahoma, are held and firmly bound unto THE STATE OF OKLAHOMA, in the sum of Eight Hundred Eighty One Thousand Two Hundred and Nine Dollars (\$ 881,209.00), in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%) of the contract price for the payment of which, well and truly to be made, we, and each of us, on behalf of ourselves and our heirs, executors, administrators, trustees, successors and assigns, jointly and severally, firmly by these presents:

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the City of Mustang, State of Oklahoma, dated December 4, 2018, for Rockwell Water Tank (the "Contract"), for the erection and construction of said work and/or improvement, all in compliance with the plans and specifications therefore, made a part of said Contract and on file at the office of the City Clerk, City of Mustang, 1501 North Mustang Road, Mustang, Oklahoma 73064;

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

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

[Remainder of page intentionally left blank.]

Dated this 31st day of January, 2019.

ATTEST:

Nicole Trach
Secretary

PRINCIPAL

By Elite Towers, Inc.

Its [Signature]



SURETY

The Ohio Casualty Insurance Company

ATTEST:

[Signature]
~~Secretary~~ Witness

By Carey L. Kennemer

Its Attorney-in-fact Carey L. Kennemer

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

MAYOR

ATTEST:

City Clerk

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

Municipal Counselor



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.

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

Certificate No: 8200190

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, Kent J. Bradford, Kyle P. Bradford, Travis E. Brown, Austin K. Greenhaw, Clayton Howell, Robert Jensen, Carey L. Kennemer, Gary Liles, Mark D. Nowell, Dwight A. Pilgrim, Deborah L. Raper, Shelli R. Samsel, Randy D. Webb, Vicki Wilson, Aaron Woolsey, Bobby Joe Young

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of December, 2018.



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

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 28th day of December, 2018 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
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 31st day of January, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: H-6

2. MEETING DATE: February 5, 2019

3. TITLE: Approval of contract and bonds for project labeled S. Mustang Road Widening and Reconstruction Project

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Justin Battles, Assistant City Manager

6. BACKGROUND:

The City of Mustang and EST Engineering published a notice to bidders for project labeled S. Mustang Road Widening and Reconstruction Project. This projects includes widening S. Mustang Road to three lanes and reconstructing the original road south from Highway 152 to Carson Drive. The attached contract and bonds are from the low bidder, TJ Campbell Construction which was awarded at the January 2 City Council meeting.

Company:
TJ Campbell Construction

Base bid:
\$2,269,647.01

7. FINANCIAL IMPACT: \$2,269,647.01

8. STAFF'S COMMENTS: Staff recommends approving contracts and bonds for TJ Campbell Construction.

9. STAFF SOURCE: Justin Battles, Assistant City Manager

CONTRACT

THIS CONTRACT AND AGREEMENT made and entered into this JANUARY 25TH, 20 19, between the City of Mustang (hereinafter called the "City"), and T.J. CAMPBELL CONSTRUCTION CO. acting as an independent contractor (hereinafter called the "Contractor").

WITNESSETH, That for and in consideration of the payment to be made as hereafter set forth, the Contractor hereby agrees to furnish all tools, equipment, materials, and labor to build and complete City of Mustang

PROJECT NO.: S. MUSTANG ROAD ROADWAY WIDENING AND RECONSTRUCTION PROJECT

COUNTY: CANADIAN

LENGTH: APPROXIMATELY 0.689 MILES

DESCRIPTION: ROADWAY WIDENING AND RECONSTRUCTION PROJECT

LOCATION: S. MUSTANG ROAD IN MUSTANG, OK

as shown on the plans to be built at the unit prices bid by said Contractor, for the respective estimated quantities aggregating approximately

TWO MILLION, TWO HUNDRED SIXTY NINE THOUSAND, SIX HUNDRED FORTY SEVEN AND 01/100

in accordance with the plans on file with the City of Mustang at Mustang Municipal Building, Mustang, Oklahoma, designated as **PROJECT: S. MUSTANG ROAD ROADWAY WIDENING AND RECONSTRUCTION PROJECT**

and with the Oklahoma Department of Transportation Standard Specifications for Highway Construction, 2009 Edition and the current City of Mustang standard drawings, (the "Specifications"), with the Proposal filed with the City of Mustang on October 31, 2018 (the "Proposal"); each of which is made a part hereof as though copied in full herein; and with the Special Provisions attached hereto; and to the entire satisfaction of the City of Mustang.

It is agreed and understood between the parties hereto that the Contractor agrees to accept, and the City agrees to pay for the work at the price stipulated in the Proposal, such payment to be in lawful money of the United States and the payment shall be made at the time and in the manner set forth in the Specifications.

The City's cost of this project is estimated to be

TWO MILLION, TWO HUNDRED SIXTY NINE THOUSAND, SIX HUNDRED FORTY SEVEN AND 01/100

The Contractor agrees, for the consideration above expressed, to begin work on the date designated by the Engineer. Time is of the essence of this Contract. The Contract time and rates of liquidated damages applicable to this Contract are set forth in contract provisions which are part of this Contract.

It is further agreed that the Contractor shall execute and file good and sufficient maintenance, performance, and statutory bond with the City of Mustang as required by law, and that said contractor shall comply with the Oklahoma Workmen's Compensation Law and shall file a Certificate of Workman's Compensation Insurance, then he shall file with the City of Mustang a copy of the order authorizing him to carry his own insurance.

In Witness Whereof, the Mayor, City of Mustang, or his authorized designee, pursuant to an award of contract made by or under the direction of the City of Mustang and pursuant to authority vested in him by the City of Mustang, has hereunto subscribed his name, and the said Contractor has properly executed the same.

Signed, sealed and delivered at Mustang, Oklahoma, the day and year first set forth.

Approved as to form: City of Mustang

General Counsel Date Mayor By: _____
Date

City Clerk Date

By: Aileen W. [Signature]
An Individual - A Member of the Firm - Vice-President
[Signature]
Secretary of Corporation

ACKNOWLEDGEMENT

STATE OF OKLAHOMA }
} SS.
COUNTY OF OKLAHOMA }

This instrument was acknowledged before me on JANUARY 25TH, 2019



[Signature]

My commission expires: 2-26-22

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/08/2019

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

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

PRODUCER IMA, Inc. - Wichita Division PO Box 2992 Wichita, KS 67201 316 267-9221	CONTACT NAME:		
	PHONE (A/C, No, Ext):	316 267-9221	FAX (A/C, No): 316 266-6254
INSURED T. J. Campbell Construction Co. PO Box 3788 Edmond, OK 73083	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Phoenix Insurance Company		25623
	INSURER B: Travelers Prop. Casualty Co. of America		25674
	INSURER C: AGC Comp & Safety Group of OK		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			DTCO2791C162PHX18	07/01/2018	07/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒			DT8102791C162TIL18	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0			ZUP31M3359A18NF	07/01/2018	07/01/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	18610087	07/01/2018	06/30/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

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

Re: S Mustang Rd Widening and Reconstruction

CERTIFICATE HOLDER

CANCELLATION

City of Mustang
1501 N Mustang Road
Mustang, OK 73064

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

AUTHORIZED REPRESENTATIVE

John Heppner

STATUTORY BOND – PUBLIC WORKS

(City of Mustang, Rev. 4-2018)

KNOW ALL MEN BY THESE
PRESENTS:

That we, TJ Campbell Construction Company, as Principal, and Liberty Mutual Insurance Company as Surety, authorized and, where required, licensed to transact business in the State of Oklahoma, are held and firmly bound unto THE STATE OF OKLAHOMA, for the use and benefit of THE CITY OF MUSTANG, a municipal corporation, of the State of Oklahoma, in the sum of Two Million Two Hundred Sixty Nine Thousand Six Hundred Forty Seven and 01/100 Dollars (\$ 2,269,647.01), in lawful money of the United States of America, said sum being not less than One Hundred Percent (100%) of the total sum of the contract, for the payment of which, well and truly to be made, we, and each of us, on behalf of ourselves and our heirs, executors, administrators, trustees, successors and assigns, jointly and severally, firmly by these presents:

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the CITY OF MUSTANG, State of Oklahoma, dated December 6, 20 18, for S. Mustang Road Roadway Widening and Reconstruction Project; Canadian County; Mustang, OK (the "Contract"), for the erection and construction of said work and/or improvement, all in compliance with the plans and specifications therefore, made a part of said Contract and on file at the office of the City Clerk, City of Mustang, 1501 North Mustang Road, Mustang, Oklahoma 73064;

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

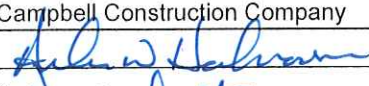
IN WITNESS WHEREOF, the said Principal has caused this Statutory Bond to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused this Bond to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact,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

[Remainder of page intentionally left blank.]

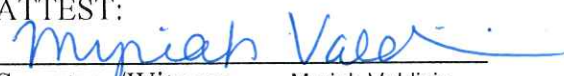
Dated this 15th day of January, 20 19.

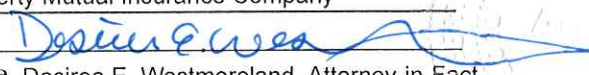
PRINCIPAL

ATTEST: 
Secretary/Witness

TJ Campbell Construction Company
BY 
Title President

SURETY

ATTEST: 
Secretary/Witness Myriah Valdivia

Liberty Mutual Insurance Company
BY 
Title Desiree E. Westmoreland, Attorney-in-Fact

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

MAYOR

ATTEST:

City Clerk

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

Municipal Counselor



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.

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

Certificate No: **8196835**

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, Bret S. Burton, Tim H. Heffel, David B. McKinney, Todd Alan Rambo, Timothy C. Smith, Myriah A. Valdivia, Desiree E. Westmoreland

all of the city of Wichita state of KS 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 13th day of September, 2018.



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

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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
Notary Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member: Pennsylvania Association of Notaries

By: Teresa Pastella
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 15th day of January, 2019.



By: Renee C. Llewellyn
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.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, TJ Campbell Construction Company, as principal, and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto the CITY OF MUSTANG, of Oklahoma, in the full and just sum of Two Million Four Hundred Ninety Six Thousand Six Hundred Eleven and 71/100 Dollars (\$ 2,496,611.71), such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, joint and severally, firmly by these presents.

Dated this 15th day of January, 20 19. The conditions of this obligation are such that whereas, said Principal has by a certain contract between TJ Campbell Construction Company, and the CITY OF MUSTANG, dated this 6th day of December, 20 18, agreed to construct in The City of Mustang: S. Mustang Road Roadway Widening and Reconstruction Project; Canadian County; Mustang, OK

all in compliance with the plans and specifications therefore, made a part of said contract and on file at the City of Mustang; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance of by the Council of The Mustang Improvement Authority.

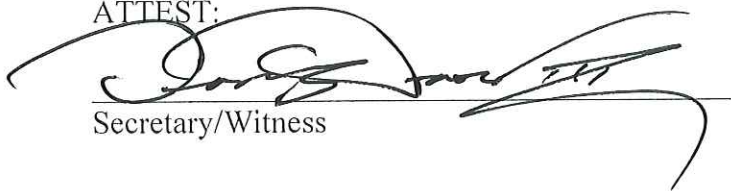
NOW THEREFORE, if said Principal shall pay or cause to be paid to the Authority all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within a period of two (2) years for all projects for the construction of roads, streets,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

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

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

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

ATTEST:


Secretary/Witness

TJ Campbell Construction Company

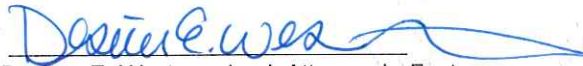
BY 
Principal

Liberty Mutual Insurance Company

Surety

ATTEST:


Secretary/Witness Myriah Valdivia

BY 
Desiree E. Westmoreland, Attorney-in-Fact

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

Municipal Counselor

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

MAYOR

ATTEST:

City Clerk

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That TJ Campbell Construction Company, as Principal, and Liberty Mutual Insurance Company, a Corporation organized under the laws of the State of Massachusetts, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the CITY OF MUSTANG, OKLAHOMA, in the penal sum of Two Million Two Hundred* Dollars (\$2,269,647.01) in lawful money of the United States of America, such sum being equal to the contract price for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

*Sixty Nine Thousand Six Hundred Forty Seven and 01/100

DATED this 15th day of January, 2019.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with the CITY OF MUSTANG, OKLAHOMA, dated December 6, 2018, for:

S. Mustang Road Roadway Widening and Reconstruction Project; Canadian County; Mustang, OK

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

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

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

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

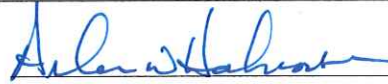
ATTEST:



PRINCIPAL:

TJ Campbell Construction Company

BY:



Surety:

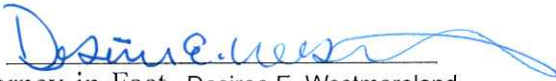
Address of Surety or Agent:

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

By:



Attorney-in-Fact - Desiree E. Westmoreland

Telephone No. (617) 357-9500

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

CITY ATTORNEY

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

ATTEST:

CITY CLERK

MAYOR

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 **01/02/2019** MIA Minutes
- *2. Claims List for **FY 2019**
- *3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
- *4. Approval of **Inter-local agreement** between the City of Mustang and the Board of County Commissioners of Canadian County.

E. INFORMATION/REPORTS

- 1. Trustee Manager
- 2. Trustees

F. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Approval of Contract and Bonds from Elite Towers Inc. for Project labeled Rockwell Water Tank.
- *2. **Discussion, Consideration and Possible Action** regarding Approval of Ratification Agreement between the City of Mustang and the Mustang Improvement Authority regarding Solicitation of Bids, and Awarding of Contract between TJ Campbell Construction Co. and the City of Mustang and Approval of Bonds for Project labeled S. Mustang Road Widening and Reconstruction Project.

G. ADJOURNMENT

*Items Considered Concurrently on the City Council Agenda.

**MUSTANG IMPROVEMENT AUTHORITY
JANUARY 2, 2019**

The Mustang Improvement Authority met in regular session on Wednesday, January 2, 2019, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Friday, December 28, 2018, at 10:10 a.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Chairman Schweinberg called the meeting to order at **7:51 p.m.**

B. ROLL CALL

Trustees Present: Leete
 Grider
 Jones
 Noblitt
 Schweinberg

Trustees Absent: Pratt
 McKenzie

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **12/04/2018** MIA Minutes
- *2. Claims List for **FY 2019**
- *3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
- *4. Acknowledgement of **Receipt of DEQ Permit** No. WL000009180910, to Construct Water Lines for Mustang High School Performing Arts Center Project.
- *5. Acknowledgement of **Receipt of DEQ Permit** No. WL000009180830, to Construct Water Lines for Pine Canyon Addition.
- *6. Acknowledgement of **Receipt of DEQ Permit** No. SL000009180831, to Construct Sewer Lines for Pine Canyon Addition.

MOTION was made by **Trustee Noblitt**, seconded by **Trustee Grider**, to approve Items D-1 through D-6 of the Consent Agenda.

AYE: Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

E. INFORMATION/REPORTS

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

F. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Approval of Agreement between the City of Mustang Public Works Authority (MIA) and Oklahoma City Water Utilities Trust to Provide Wholesale Water Service.

MOTION was made by **Trustee Noblitt**, seconded by **Trustee Jones**, to Approve the Agreement between the City of Mustang Public Works Authority (MIA) and Oklahoma City Water Utilities Trust to Provide Wholesale Water Service.

AYE: Leete, Grider, Jones, Noblitt, Schweinberg
NAY: None

G. ADJOURNMENT

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

AYE: Leete, Grider, Jones, Noblitt, Schweinberg
NAY: None

Meeting was adjourned at **7:52 p.m.**

Jess Schweinberg, Chairman

Attest:

Lisa Martin, Secretary

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68 GENERAL GOVERNMENT						
19-1029	01-E1106	EST, INC.	CONSTRUCTION MANAGEMENT	1/2019	43879	34,906.50
19-0012	01-I0015	TYLER TECHNOLOGIES, INC	ANNUAL MAINTENANCE FEES	1/2019	025-246325	7,352.50
19-0846	01-S0332	SMITH ROBERTS LAND SERVICES	RIGHT-OF-WAY EASEMENT	1/2019	622-08	2,825.00
DEPARTMENT TOTAL:						45,084.00
DEPARTMENT: 72 WATER						
19-0054	01-C0135	THE CITY OF OKLAHOMA CITY	WATER PURCHASE	12/2018	201901149161	65,274.69
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICES	1/2019	201901109149	9,278.64
19-1201	01-00053	OKLAHOMA GAS & ELECTRIC CO	RELOCATE FACILITIES FOR W	1/2019	90065070	4,379.00
19-0094	01-00055	OKLAHOMA GAS & ELECTRIC CO	ELECTRIC SERVICES	1/2019	201901109147	18,251.52
DEPARTMENT TOTAL:						97,183.85
DEPARTMENT: 75 SEWER						
19-0294	01-M0188	MESHEK & ASSOCIATES	VIEW & CONTENT UPDATE	1/2019	6056	344.75
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICES	1/2019	201901109149	981.00
19-0094	01-00055	OKLAHOMA GAS & ELECTRIC CO	ELECTRIC SERVICES	1/2019	201901109147	3,544.91
19-0215	01-W0161	WYNN CONSTRUCTION CO., INC	WASTEWATER TREATMENT PLAN	1/2019	seven	615,096.00
DEPARTMENT TOTAL:						619,966.66
FUND TOTAL:						762,234.51

1/14/2019 9:34 AM

PURCHASE ORDER CLAIM REGISTER

PAGE: 10

FUND: 70 - MIA RESERVE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 70 ADMINISTRATION						
19-1140	01-K0038	KRAPFF-REYNOLDS CONSTRUCTION	REPAIR LEAK	1/2019	18181	11,750.00
19-1094	01-M0298	MATTHEWS TRENCHING CO., INC	REPLACE WATERLINE ON WELL	1/2019	201901149162	19,975.00
DEPARTMENT TOTAL:						31,725.00
FUND TOTAL:						31,725.00
GRAND TOTAL:						1,004,408.17

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68 GENERAL GOVERNMENT						
19-0002	01-B0024	BANCFIRST	2009 OWRB LOAN PAYMENT	2/2019	201901289174	21,939.67
19-0003	01-B0024	BANCFIRST	2016 NOTE PAYMENT	2/2019	201901289176	98,377.95
19-0004	01-B0024	BANCFIRST	2017 NOTE PAYMENT	2/2019	201901289177	78,721.75
19-0006	01-B0024	BANCFIRST	2014B NOTE PAYMENT	2/2019	201901289178	94,935.41
19-0057	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING FEES	1/2019	3969A	790.50
19-0019	01-C0281	MIA - 4TH PENNY EXCESS 90%	PENNY EXTENSION 90% EXCES	2/2019	201901289190	55,000.00
19-1029	01-E1106	EST, INC.	CONSTRUCTION MANAGEMENT	1/2019	44043	3,771.25
19-0008	01-G0030	GENERAL FUND	TRANSFER OPERATING FUNDS	2/2019	201901289182	300,000.00
19-0011	01-I0015	TYLER TECHNOLOGIES, INC	MONTHLY SUPPORT & HOST WE	1/2019	025-248450A	192.00
19-0015	01-L0045	LIMITED PURPOSE FUND	3RD PENNY EXCESS	2/2019	201901289185	140,000.00
19-1282	01-L0124	LEE ST JOHN	REFUND OF 3 DAY CLEAN UP	1/2019	201901289205	17.50
19-0018	01-M0210	MUSTANG IMPROVEMENT AUTHORITY	TRANSFER CIP FEE	2/2019	201901289189	40,000.00
19-0026	01-P0132	PERSONAL SERVICES FUND	PENNY EXTENSION 10% P.S.	2/2019	201901289191	30,000.00
19-0521	01-R0078	RED PRAIRIE DESIGN GROUP, P	CONSTRUCTION ADMIN T/C EX	1/2019	201901299222	1,726.25
19-1261	01-R0078	RED PRAIRIE DESIGN GROUP, P	PLANS & BID DOCUMENTS	1/2019	201901299221	1,610.00
19-0028	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2019	201901289193	8,335.00
19-0030	01-S0205	STREET IMPROVEMENT FUND	12.5% FRANCHISE FEE	2/2019	201901309229	15,000.00
19-1296	01-S0332	SMITH ROBERTS LAND SERVICES	RIGHT-OF-WAY AND EASEMENT	1/2019	639-02	86,400.00
DEPARTMENT TOTAL:						976,817.28
DEPARTMENT: 72 WATER						
19-0057	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING FEES	1/2019	3969A	1,369.57
19-0094	01-00055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICES	1/2019	201901319231	14,884.64
DEPARTMENT TOTAL:						16,254.21
DEPARTMENT: 75 SEWER						
19-0471	01-C0108	COWAN GROUP ENGINEERING, L	WWTP EXPANSION & MODIFICA	1/2019	3972	10,714.88
19-0094	01-00055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICES	1/2019	201901319231	401.51
DEPARTMENT TOTAL:						11,116.39
DEPARTMENT: 78 SANITATION						
19-0724	01-00121	OKLAHOMA ENVIRONMENTAL MANA	SANITATION SERVICES	1/2019	201901309223	91,857.40
DEPARTMENT TOTAL:						91,857.40
FUND TOTAL:						1,096,045.28

FUND: 70 - MIA RESERVE

SUMMARY REPORT

P.O. #	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 70 ADMINISTRATION						
19-0078	01-I0006	WATER HOLDINGS ACQUISITIONSPUBLIC WORKS CONTRACTOR		1/2019	37186	2,280.53
DEPARTMENT TOTAL:						2,280.53
FUND TOTAL:						2,280.53

1/31/2019 1:39 PM

PURCHASE ORDER CLAIM REGISTER

PAGE: 14

FUND: 82 - SEWER INFRA IMPACT FEE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 82		ADMINISTRATION				
19-0057	01-C0108	COWAN GROUP ENGINEERING, LLENGINEERING FEES		1/2019	3969A	2,356.50
DEPARTMENT TOTAL:						2,356.50
FUND TOTAL:						2,356.50
GRAND TOTAL:						1,864,412.36

CITY OF MUSTANG
AGENDA COMMENTARY

1. **ITEM:** F-2
2. **MEETING DATE:** February 5, 2019
3. **TITLE:** Approval of contract and bonds for project labeled S. Mustang Road Widening and Reconstruction Project
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Justin Battles, Assistant City Manager
6. **BACKGROUND:**

The City of Mustang and EST Engineering published a notice to bidders for project labeled S. Mustang Road Widening and Reconstruction Project. This projects includes widening S. Mustang Road to three lanes and reconstructing the original road south from Highway 152 to Carson Drive. The attached contract and bonds are from the low bidder, TJ Campbell Construction which was awarded at the January 2 City Council meeting.

Company:
TJ Campbell Construction

Base bid:
\$2,269,647.01

7. **FINANCIAL IMPACT:** \$2,269,647.01
8. **STAFF'S COMMENTS:** Staff recommends approving contracts and bonds for TJ Campbell Construction.
9. **ATTORNEY'S COMMENTS:** The bids were solicited, obtained and accepted, and the contract awarded, by the City of Mustang. The project is being completed by the Mustang Improvement Authority, using funds derived from the MIA Utility System and Sales Tax Revenue Tax Revenue Note, Taxable Series 2014A. Because the City performed the bid solicitation and contract award process on both its behalf and on behalf of the MIA, the MIA needs to formerly ratify and approve that process to authorize the expenditure of MIA funds on the project.
9. **STAFF SOURCE:** Justin Battles, Assistant City Manager

RATIFICATION AGREEMENT

THIS AGREEMENT is entered into this ____ day of February, 2019, between the City of Mustang ("City") and the Mustang Improvement Authority ("MIA").

WHEREAS, the MIA obtained certain financing through the Mustang Improvement Authority Utility System and Sales Tax Revenue Tax Revenue Note, Taxable Series 2014A (the "Financing"), a portion of which financing is to be used to repair, replace and widen S. Mustang Road;

WHEREAS, the City prepared specifications, solicited bids and awarded a contract for a project known as the S. Mustang Road Roadway Widening and Reconstruction Project (the "Project"), which project is to be paid for by the proceeds from the Financing;

WHEREAS, the City prepared the specifications, solicited bids and awarded the contract for the Project for itself, and for the benefit and on behalf of the MIA; and,

WHEREAS, the MIA desires to ratify and approve the specifications, solicitation of bids and awarding of the contract for the Project.

NOW, THEREFORE, the Mustang Improvement Authority hereby ratifies and approves the preparation of the specifications, and the solicitation and acceptance of bids and awarding of the contract between the City of Mustang and TJ Campbell Construction Co. for the construction of the Project, and approves the bonds submitted in connection therewith.

APPROVED the year and date above written.

THE MUSTANG IMPROVEMENT AUTHORITY

By: _____

Name: Jess Schweinberg

Title: Chairman

ATTEST:

By: _____

Name: Lisa Martin

Title: Secretary

(SEAL)