



Mustang City Council

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

Mustang City Council

MUSTANG CITY COUNCIL

Tuesday, September 03, 2024 - 7:00 PM
MUSTANG MUNICIPAL BUILDING
1501 N. MUSTANG ROAD
MUSTANG, OKLAHOMA 73064

- A. **CALL TO ORDER**
- B. **PLEDGE OF ALLEGIANCE/INVOCATION**
Pastor Rob McClure, The Bridge Church
- C. **ROLL CALL**
- D. **INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES**
- E. **NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA**

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

F. CONSENT AGENDA

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

F.1 Approval of 08/06/2024 City Council Minutes.

F.2 *Claims List for FY24

F.3 *Claims List for FY25.

F.4 Approval to Turn Past Due Library Accounts over to Collection Agency.

F.5 Approval to Declare Old and/or Damaged Library Materials as Surplus and Authorize Disposal of those Items.

F.6 *Acceptance of Maintenance Bonds and Dedications of Water, Sanitary Sewer, and Paving/Drainage Infrastructure for Wild Horse Canyon Section 3 and a Partial Segment of E Jackrabbit Ln.

F.7 Consideration of Resolution No. 25-003, a Resolution Providing Notice of the Publication of Penal and other Ordinances of the City of Mustang, Oklahoma, in a Permanent, Bound Form and Volume; Providing that said Permanent Volume reflects all Ordinances through Ordinance Number 1305, Providing for the Deposit of said Permanent Volume in the Canadian County Law Library; and Providing for the Sale of Said Permanent Volume.

- F.8** Consideration of Resolution No. 25-004 to Make Changes in the General Fund Budget by Making a Supplemental Appropriation to Increase the 2024-2025 Fiscal Year Budget by \$1,091,497.
- F.9** Consideration of Resolution No. 25-005 to Make Changes in Special Revenue Budgets by Making a Supplemental Appropriation to Increase the 2024-2025 Fiscal Year Budget by \$1,795,655.
- F.10** Consideration of Resolution No. 25-006 to Make Changes in the Library Fund Budget by Making a Supplemental Appropriation to Increase the 2024-2025 Fiscal Year Budget by \$4,000.
- F.11** Consideration of Resolution No. 25-007 of the City Council of the City of Mustang, Oklahoma, amending Resolution No. 24-001; Adding to the Minimum Fine Schedule for violations of the City of Mustang Code of Ordinances; Providing for an effective date; and Providing for repealer.
- F.12** Consideration of Resolution No. 25-008 of the City Council of the City of Mustang, Oklahoma, approving the Amended Agreement for the Associations of Central Oklahoma Governments date May 30, 2024.
- F.13** Consideration of Resolution 25-010 of the City Council of the City of Mustang, Oklahoma, Approving and Accepting the Community Development Block Grant (CDBG) for the Meadows Park Walking Trails Project as Complete.

G. INFORMATION/REPORTS

- G.1** City Manager Report

G.2 Oath of Office for Officer Ramirez

G.3 City Council Reports

H. DISCUSSION ITEMS

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

H.1 *Consideration of Joint Resolution No. 25-009, a Joint Resolution of the City Council of the City of Mustang, Oklahoma and the Mustang Improvement Authority Establishing Sanitation Rates; Providing an Effective Date; and Providing for Repealer.

H.2 *Consideration of Resolution 25-011 of the City Council of the City of Mustang, Oklahoma, and the Mustang Improvement Authority, Establishing Phase 2 of the SW 89th St. Reconstruction Project.

I. MATTERS FOR EXECUTIVE SESSION

J. ADJOURNMENT

Note:

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



Agenda Item No: F.1

Mustang City Council Agenda Item Report

Meeting Date: September 3, 2024

Submitted by: Tammi Noblitt

Submitting Department: City Clerk

Item Type: Minutes

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of 08/06/2024 City Council Minutes.

Recommendation:

Initiator:

Tammi Noblitt

Background:

Approval of August 6, 2024 City Council Minutes.

Financial Impact:

Staff Comments:

Attachments:

[8-6-2024 City Council Minutes.pdf](#)

**MUSTANG CITY COUNCIL
AUGUST 6, 2024**

The Mustang City Council met in regular session on Tuesday, August 6, 2024, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on August 2, 2024 at 8:00 a.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE/INVOCATION Griff Henderson, Pastor, Chisholm Heights Baptist Church.

Pastor Henderson led the assembly in the Pledge and Invocation. *Pastor Henderson* stated that he is thankful and excited to be back in Mustang working with the community. *Pastor Henderson* expressed that there are great things happening here in Mustang.

C. ROLL CALL

Councilmembers Present: **Leete
Wald
Waugh
Sholund
Grider**

Councilmembers Absent: **Ray
McKenzie**

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

None.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

- F.1 Approval of 06/04/2024 City Council Minutes.
- F.2 *Claims List for FY2024.
- F.3 *Claims List for FY2025.

G.4 Oath of Office for Fire Marshal Halter.

Chief Mike Wallace administered the Oath of Office to Fire Marshal Halter.

G.5 Oath of Office for Firefighters Bateson and Head.

Chief Craig Carruth administered the Oath of Office to Firefighters Bateson and Head.

G.6 Recognition of Fire Captain Josh Moore and Fire Marshal Eric Halter

Chief Craig Carruth presented the Fire Academy Professional Development National Program Diplomas to Captain Josh Moore and Fire Marshal Eric Halter. Each officer had completed the nationwide program during a two-year course.

G.7 Presentation of Mustang Fire Department Life Saving Award

Chief Craig Carruth presented the Life Saving Award to Captain David Small and Corporal Zac Gordon for their expedient response to the location and the life saving tactics applied in a rapid and professional manner. Ms. Jamie Menger was present at the meeting and pinned Captain Small and Corporal Gordon. Ms. Menger expressed much gratitude. Chief Carruth underscored the necessity for Station 2, which was certainly a factor in providing a rapid response.

G.8 Council Reports

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

Councilman Leete had a citizen inquire about Bicycle regulations. Leete also expressed gratitude to the accomplishments of each of the recipients in meeting.

Councilman Wald reported there was a break-in in Ward 3 and wanted to acknowledge the professional actions of the Police Officers on sight. They were thorough and followed-up.

Councilman Waugh thanked the City and JJ Murrell, Code Enforcement Officer, for the excellent clean up of a location on Aqua Clear. He has heard from many citizens in that area and they are very pleased.

Councilman Sholund reported no activity. Conferred with **Justin Battles, Asst City Manager** in regards to a clean up that should have been addressed by Oklahoma City.

Mayor Grider reminded that Western Days is quickly approaching. He also noted that the report provided by **City Manager, Tim Rooney**, showed the importance of the ACOG investment. Challenged everyone to read the report and make their own assessments.

H. DISCUSSION ITEMS

- H.1 Public Hearing and Consideration of Ordinance No. 1308, an Ordinance of The City of Mustang, Oklahoma, Amending the Zoning Ordinance of The City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from C-4, Planned Shopping Center District and R-E, Rural Estates District to C-4, Planned Shopping Center District, Declaring Repealer, and Providing for Severability

Senior City Planner Conner stated that the Planning Commission had unanimously approved this request to rezone the property C-4, Planned Shopping Center District and R-E, Rural Estates District to C-4. No protests were voiced by surrounding property owners and staff recommends approval of the rezoning.

Mayor Grider opened the Public Hearing.

Nobody spoke regarding the rezoning.

Mayor Grider closed the Public Hearing.

MOTION was made by **Councilman Waugh**, seconded by **Councilman Leete**, to Approve Ordinance No. 1308.

AYE: Leete, Wald, Waugh, Sholund, Grider

NAY: None

- H.2 *Consideration of Change Order #1 on the SW 89th Street Reconstruction Project

Justin Battles, Asst City Manager stated that the change order would be to included a flowable filler to fill in any areas on site. Cost is roughly .0001% (\$2,500 impact).

MOTION was made by **Councilman Sholund**, seconded by **Councilman Waugh**, to Approve Change Order #1 on the SW 89th Street Reconstruction Project.

AYE: Leete, Wald, Waugh, Sholund, Grider

NAY: None

I. MATTERS FOR EXECUTIVE SESSION

Consideration of certain litigation involving the City of Mustang, Oklahoma, and certain opioid manufacturers, retailers and distributors, including but not limited to City of Mustang v. Purdue Pharma, L.P., et al., Case No. 19-op-454708-DAP, United States District Court, Northern District of Ohio, including potential naming of additional manufacturers and distributors as party defendants; and proposed executive session as authorized by 25 Okla. Stat. §307(B)(4).

MOTION was made by **Councilman Sholund** , seconded by **Councilman Leete** , to enter into Executive Session.

TIME ADJOURNED to Executive Session: **7:40 p.m.**

TIME RETURNED from Executive Session: **7:49 p.m.**

Mayor Grider called the meeting back into Session.

MOTION was made by **Councilman Sholund**, that the City Amend its Claims in the Multi-District Opioid Litigation to Include as Defendants Indivior, Inc. and Mylan Pharmaceuticals, Inc., seconded by **Councilman Waugh**, to amend.

AYE: Leete, Wald, Waugh, Sholund, Grider

NAY: None

**MUSTANG CITY COUNCIL
AUGUST 6, 2024
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J. ADJOURNMENT

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

AYE: Leete, Wald, Waugh, Sholund, Grider

NAY: None

The meeting was adjourned at **7:50 p.m.**

Brian Grider, Mayor

Attest:

Tammi Noblitt, City Clerk



Agenda Item No: F.2

Mustang City Council Agenda Item Report

Meeting Date: September 3, 2024

Submitted by: Ashley Neely

Submitting Department: Finance

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

*Claims List for FY24

Recommendation:

Approve

Initiator:

Ashley Neely

Background:

*Claims List for FY24

Financial Impact:

\$232,905.52

Staff Comments:

Attachments:

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

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 PARKS AND RECREATION						
24-1838	01-RF0099	MADISON HAYES	ROOM RENTAL REFUND	5/2024	202408142201	90.00
DEPARTMENT TOTAL:						90.00
DEPARTMENT: 19 BALL COMPLEX						
24-0862	01-D0160	DANE & ASSOCIATES ELECTRIC BALL COMPLEX LT REPAIRS		6/2024	7455	1,751.44
DEPARTMENT TOTAL:						1,751.44
DEPARTMENT: 20 AQUATICS						
24-1774	01-S9983	SUNBELT POOLS, INC	CHEMICALS	6/2024	PSI010836	9,998.10
DEPARTMENT TOTAL:						9,998.10
DEPARTMENT: 41 POLICE						
24-2065	01-C2004	COMPLIANCE RESOURCE GROUP, POLICE PENSION PHYSICAL		6/2024	84536A	995.90
24-0108	01-T1055	BRANDONS TOWN PLAZA CLEANERUNIFORM CLEANING		4/2024	MPDAPRIL2024	190.00
24-0108	01-T1055	BRANDONS TOWN PLAZA CLEANERUNIFORM CLEANING		5/2024	MPDMAY2024	195.00
DEPARTMENT TOTAL:						1,380.90
FUND TOTAL:						13,220.44

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00	ADMINISTRATION					
24-2064	01-S0258	TRAVIS E GROOMS	SPLASHPAD REPAIRS	6/2024	17322	828.70
DEPARTMENT TOTAL:						828.70
FUND TOTAL:						828.70

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20		AQUATICS				
24-1725	01-D0160	DANE & ASSOCIATES ELECTRIC WATER FOUNTAIN REPLACEMNT		6/2024	7456	1,410.00
24-1763	01-D0160	DANE & ASSOCIATES ELECTRIC AQUATIC CENTER EGRESS LT		6/2024	7450	560.00
DEPARTMENT TOTAL:						1,970.00
DEPARTMENT: 72		WATER				
24-1504	01-C1197	CORE & MAIN LP	WATER LINE PARTS	6/2024	V138649	2,598.58
DEPARTMENT TOTAL:						2,598.58
FUND TOTAL:						4,568.58

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
24-2154	01-I0053	INDEPENDENT MEDICAL EXAMINAWC 2009-07 OFFICE VISIT		6/2024	202408142196	43.66
24-2159	01-I0053	INDEPENDENT MEDICAL EXAMINAWC 2009-07 OFFICE VISIT		6/2024	202408142197	250.00
24-2156	01-M1237	MCBRIDE CLINIC ORTHOPEDIC HWC-2024-07 OFFICE VISIT		6/2024	202408142199	199.45
24-2173	01-M1237	MCBRIDE CLINIC ORTHOPEDIC HWC 2024-06 MRI		6/2024	202408142198	928.38
24-2169	01-P0166	PTMS 3.0, LC	WC 2023-12 PHYS THERAPY	6/2024	202408142200	270.72
DEPARTMENT TOTAL:						1,692.21
FUND TOTAL:						1,692.21

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 11		CITY MANAGER				
24-0086	01-D1082	DELTA DENTAL PLAN OF OKLAHORE	TIREE DENTAL INSURANCE	6/2024	202408272248	222.78
DEPARTMENT TOTAL:						222.78
DEPARTMENT: 13		PARKS AND RECREATION				
24-1973	01-RF0113	LACEY ORTIZ	SUMMER CAMP REFUND	5/2024	202408272249	125.00
24-1974	01-RF0113	LACEY ORTIZ	SUMMER CAMP REFUND	5/2024	202408272250	125.00
24-1975	01-RF0113	LACEY ORTIZ	SUMMER CAMP REFUND	5/2024	202408272251	125.00
DEPARTMENT TOTAL:						375.00
DEPARTMENT: 31		COMMUNITY DEVELOPMENT				
24-1315	01-M0234	MUSTANG TIMES LLC	BLANKET FOR LEGALS	5/2024	MT617517	50.40
DEPARTMENT TOTAL:						50.40
DEPARTMENT: 41		POLICE				
24-1869	01-T1084	T-MOBILE USA INC.	WIRELESS DATA CELL PHONES	6/2024	202408272252	94.05
DEPARTMENT TOTAL:						94.05
DEPARTMENT: 42		ANIMAL WELFARE				
24-1868	01-T1084	T-MOBILE USA INC.	WIRELESS DATA CELL PHONES	6/2024	202408272255	23.91
DEPARTMENT TOTAL:						23.91
FUND TOTAL:						766.14

FUND: 13 - POLICE TECHNOLOGY FEES

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE TECHNOLOGY				
24-1869	01-T1084	T-MOBILE USA INC.	WIRELESS DATA CELL PHONES	6/2024	202408272254	135.93
DEPARTMENT TOTAL:						135.93
FUND TOTAL:						135.93

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 75		SEWER				
24-0003	01-U0034	UNITED TRENCHING	SH152 SEWER LINE RELOCATI	6/2024	202408272256	204,611.25
24-1087	01-U0034	UNITED TRENCHING	SH152 SEWER LINE RELOCATI	6/2024	202408272257	7,082.27
DEPARTMENT TOTAL:						211,693.52
FUND TOTAL:						211,693.52



Agenda Item No: F.3

Mustang City Council Agenda Item Report

Meeting Date: September 3, 2024

Submitted by: Ashley Neely

Submitting Department: Finance

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

*Claims List for FY25.

Recommendation:

Approve

Initiator:

Ashley Neely

Background:

Claims List for FY25.

Financial Impact:

\$645,868.91

Staff Comments:

Attachments:

[GF Claims List - FY25.pdf](#)

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 MAYOR AND COUNCIL						
25-0263	01-M0180	MUSTANG CHAMBER OF COMMERCE	ANNUAL AGREEMENT	8/2024	20411	15,000.00
DEPARTMENT TOTAL:						15,000.00
DEPARTMENT: 11 CITY MANAGER						
25-0296	01-B0274	HEALTH CARE SERVICE CORPORATE	RETIREE HEALTH INSURANCE	8/2024	202408142202	4,717.56
25-0620	01-C1068	CDW LLC	KEYBOARD & MOUSE COMBO	7/2024	SL60585	31.84
25-0630	01-C1068	CDW LLC	WIRELESS FOR FINANCE	7/2024	SM98983	613.82
25-0088	01-D1082	DELTA DENTAL PLAN OF OKLAHOMA	RETIREE DENTAL INSURANCE	8/2024	202408142203	731.92
25-0354	01-J1071	CRUSH ENTERPRISES, INC.	CLEANING SERVICES	8/2024	INV87629	880.00
25-0431	01-M0200	MUSTANG FLOWERS & GIFTS, INC.	FLORAL ARRANGEMENTS	8/2024	1000057844	85.00
25-0686	01-P0167	TODD BRYAN PENDLETON	RETIREMENT GIFT L MARTIN	8/2024	202408142209	350.00
25-0341	01-S0137	STANDARD INSURANCE COMPANY	RETIREE VISION INSURANCE	8/2024	202408142204	87.08
DEPARTMENT TOTAL:						7,497.22
DEPARTMENT: 12 LIBRARY						
25-0233	01-C1014	CENGAGE LEARNING, INC.	LARGE PRINT BOOKS	8/2024	84767818	25.60
25-0231	01-I0023	INGRAM LIBRARY SERVICES LLC	JUVENILE BOOKS	8/2024	83003312	512.44
25-0232	01-I0023	INGRAM LIBRARY SERVICES LLC	YA BOOKS	8/2024	83003313	81.31
25-0234	01-M0263	MIDWEST TAPE, LLC	NONPRINT ITEMS FOR COLLEC	7/2024	505826309	504.30
25-0234	01-M0263	MIDWEST TAPE, LLC	NONPRINT ITEMS FOR COLLEC	8/2024	505867317	531.83
DEPARTMENT TOTAL:						1,655.48
DEPARTMENT: 13 PARKS AND RECREATION						
25-0522	01-A0294	GEORGE E DECHER	INFLATABLES SUMMER CAMP	7/2024	32211991	288.54
25-0170	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	8/2024	4200748274	59.24
25-0171	01-C0286	CIVICPLUS, LLC	CIVIC REC SOFTWARE FEES	7/2024	313777	1,427.18
25-0169	01-C0289	CMC NEPTUNE LLC	TOWN CENTER RADIO	7/2024	17848	1,200.00
25-0663	01-RF0111	AUSTIN MADDOX	ROOM RENTAL REFUND	7/2024	74420712CR	1,750.00
25-0665	01-RF0112	WESLEY DUFFEL	SPONSORSHIP REFUND	8/2024	75315704CR	2,000.00
DEPARTMENT TOTAL:						6,724.96

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		GENERAL GOVERNMENT				
25-0090	01-D0088	STATE OF OKLAHOMA - DEPARTMINMATE LABOR		8/2024	UNCCC-3060724	540.00
25-0468	01-S0173	STANDLEY SYSTEMS, LLC	COPIER LEASE/USAGE	8/2024	INV1685164	2,215.55
DEPARTMENT TOTAL:						2,755.55
DEPARTMENT: 18		TOWN CENTER				
25-0164	01-A0110	ALL SEASON BUILDING SUPPLY TOWN CENTER, SPORTS, PARK		7/2024	381314	20.09
25-0166	01-A0227	ALLIED ELEVATOR SERVICES, IELEVATOR MAINTENANCE		8/2024	2155471	175.00
25-0170	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	8/2024	4200748274	1,312.30
25-0177	01-D0144	DON-CO SEWER & DRAIN	PLUMBING REPAIRS	8/2024	7873	390.00
25-0178	01-E0115	ERC ACQUISITION INC.	GYM WIPES	7/2024	949860	71.90
25-0181	01-H0165	HD SUPPLY, INC	JANITORIAL SUPPLIES	7/2024	813786878	503.40
25-0182	01-J1071	CRUSH ENTERPRISES, INC.	T.C. CLEANING	7/2024	INV78487	3,595.00
25-0182	01-J1071	CRUSH ENTERPRISES, INC.	T.C. CLEANING	8/2024	INV87631	3,595.00
25-0183	01-L0052	LOCKE SUPPLY CO	LIGHTING SUPPLIES	7/2024	53066395-00	7.50
25-0183	01-L0052	LOCKE SUPPLY CO	LIGHTING SUPPLIES	8/2024	53248445-00	4.45
25-0188	01-R0129	RED EARTH ENVIRONMENTAL	DISPOSAL OF BBP ITEMS	7/2024	604186	250.00
25-0202	01-W0139	WEATHERMAN MECHANICAL, INC	HVAC REPAIRS	7/2024	S-A25209	1,125.00
25-0202	01-W0139	WEATHERMAN MECHANICAL, INC	HVAC REPAIRS	8/2024	S-A25262	329.00
DEPARTMENT TOTAL:						11,378.64
DEPARTMENT: 19		BALL COMPLEX				
25-0164	01-A0110	ALL SEASON BUILDING SUPPLY TOWN CENTER, SPORTS, PARK		7/2024	380414	680.67
25-0212	01-A2017	AMERICAN PIZZA PARTNERS, LPPIZZA		7/2024	202408142205	1,960.00
25-0217	01-B1019	BEN E. KEITH COMPANY	GROCERIES, PAPER GOODS	8/2024	66616687	2,171.05
25-0208	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL & PAPER SUPPLI	8/2024	4200748252	633.36
25-0205	01-F0144	405 TECHNOLOGY SOLUTIONS, LPOS SYSTEM		8/2024	2742	746.08
25-0207	01-H0165	HD SUPPLY, INC	JANITORIAL, PAPER SUPPLIE	7/2024	815542949	194.30
25-0216	01-I1119	STEPHENSON WHOLESALE CO., IGROCERIES, PAPER GOODS, C		7/2024	7874697	220.69
25-0216	01-I1119	STEPHENSON WHOLESALE CO., IGROCERIES, PAPER GOODS, C		8/2024	7877168	375.40
25-0206	01-K0138	KLEMENT DISTRIBUTION INC.	ICE CREAM SUPPLIES	8/2024	1072422113	162.00
25-0215	01-P0144	BOTTLING GROUP, LLC	DRINKS & SUPPLIES	7/2024	27800559	719.77
25-0215	01-P0144	BOTTLING GROUP, LLC	DRINKS & SUPPLIES	8/2024	48976357	2,057.37
25-0213	01-P0214	RONALD S KOLANDER	JOHNNY FREEZE CUPS	8/2024	35	412.50
25-0676	01-S0258	TRAVIS E GROOMS	REPAIR SPRINKLER SYSTEM	8/2024	17372	475.55
25-0214	01-S0355	SUNSHINE SWEETS, LLC	DIP N DOTS FOR CONCESSION	8/2024	I240805253	870.00
DEPARTMENT TOTAL:						11,678.74

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20 AQUATICS						
25-0169	01-C0289	CMC NEPTUNE LLC	TOWN CENTER RADIO	7/2024	17848	1,800.00
25-0528	01-S9983	SUNBELT POOLS, INC	CHLORINE & ACID FOR POOL	8/2024	PSI010837	3,712.80
DEPARTMENT TOTAL:						5,512.80
DEPARTMENT: 21 FINANCE						
25-0020	01-A0293	ASSOCIATION OF PUBLIC TREASAPT ANNUAL MEMBERSHIP		8/2024	29073	199.00
DEPARTMENT TOTAL:						199.00
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
25-0292	01-C0020	CANADIAN COUNTY CLERK	FILING FEES FOR ABATEMENT	8/2024	R855825	38.00
25-0546	01-L0070	LUTHER SIGN CO.	MUSTANG HIGHLANDS SIGNS	7/2024	13757	741.13
25-0615	01-R0092	SHELBY NICOLE LINK	MOWING ABATEMENT	8/2024	368	900.00
DEPARTMENT TOTAL:						1,679.13
DEPARTMENT: 41 POLICE						
25-0012	01-A0039	ASC INC	MISC. VEHICLE PARTS	7/2024	197551	51.14
25-0677	01-B0006	KARBS TOWING LLC	MISC TOWING NEEDS	8/2024	24-68594	50.00
25-0554	01-B0293	BEAR COMMUNICATIONS INC	FIRE EMERGENCY TONES	7/2024	5761229	480.00
25-0031	01-C0162	CLIFFORD POWER SYSTEMS, INC	ANNUAL MAINTENANCE/GENERAT	7/2024	PMA-0118912	1,190.00
25-0634	01-C1001	CHARM-TEX, INC.	PRISONER SHOES & BLANKETS	7/2024	0371630-IN	666.10
25-0558	01-C2004	COMPLIANCE RESOURCE GROUP, NEW HIRE POLICE PHYSICAL		7/2024	84536	1,029.10
25-0077	01-F0078	DAIOHS USA, INC	ICE MACHINE RENTAL & SERV	8/2024	400038	357.45
25-0500	01-F4474	FIRETROL PROTECTION SYSTEMS	AIR COMPRESSOR & MAINT	7/2024	100945596	3,920.00
25-0635	01-F4474	FIRETROL PROTECTION SYSTEMS	FIRE SUPPRESSION SYSTEM	7/2024	100946079	1,272.76
25-0556	01-G099	GT DISTRIBUTORS, INC.	AMMUNITION ORDER	7/2024	INV1010731	4,689.12
25-0082	01-J1071	CRUSH ENTERPRISES, INC.	FACILITY CLEANING	8/2024	INV87630	1,585.00
25-0087	01-M0170	DAVID L. MORRIS	MISC. VEHICLE MAINTENANCE	7/2024	252-07022024	270.00
25-0626	01-S0258	TRAVIS E GROOMS	IRRIGATION SYSTEM REPAIRS	7/2024	17309	223.00
25-0101	01-S0330	STREETS, LLC	HVAC MAINTENANCE AGREEMEN	8/2024	S43-43B-0724	5,438.00
25-0105	01-S0373	RPS AUTO LLC	OIL CHANGES	7/2024	00543-37481	191.98
25-0107	01-T0029	WEST PUBLISHING CORPORATION	CLEAR INVESTIGATIVE TOOL	8/2024	850587302	236.13
25-0115	01-T1029	THOMAS L DAVIS	JAIL LAUNDRY SERVICE	7/2024	000621	291.40
25-0607	01-W0167	DYLAN WILSON	TUITION REIMBURSEMENT	8/2024	202408142211	850.00
DEPARTMENT TOTAL:						22,791.18

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 42		ANIMAL WELFARE				
25-0004	01-H0191	WENDY HOWARD DVM, PC	SPAY & NEUTER SERVICES	7/2024	2191888	272.00
25-0125	01-J1071	CRUSH ENTERPRISES, INC.	FACILITY CLEANING	8/2024	INV87628	395.00
25-0003	01-O0273	OKLAHOMA HUMANE SOCIETY	SPAY & NEUTER SERVICES	7/2024	2190965	220.00
25-0003	01-O0273	OKLAHOMA HUMANE SOCIETY	SPAY & NEUTER SERVICES	8/2024	2195357	145.00
25-0126	01-P0181	PLAN-IT FIRE, LLC	MONTHLY ALARM MONITORING	8/2024	20242853	41.00
25-0127	01-S0330	STREETS, LLC	HVAC MAINTENANCE AGREEMEN	7/2024	S184-0724	1,822.00
DEPARTMENT TOTAL:						2,895.00
DEPARTMENT: 51		FIRE				
25-0342	01-A0110	ALL SEASON BUILDING SUPPLY	BUILDING REPAIR AND MAINT	7/2024	383144	31.59
25-0533	01-B0137	BOUND TREE MEDICAL LLC	BOUND TREE PO STANDING	7/2024	85425436	1,871.40
25-0315	01-L0200	LEXIPOL, LLC	ANNUAL POLICY AND MANUAL	7/2024	INVLEX11236475	6,540.62
25-0337	01-O0025	O'REILLY AUTOMOTIVE STORES,	VEHICLE REPAIR AND MAINT.	7/2024	0309-320889	31.70
25-0337	01-O0025	O'REILLY AUTOMOTIVE STORES,	VEHICLE REPAIR AND MAINT.	8/2024	0309-323599	100.27
25-0646	01-R0146	ROGUE COMPETITION AUTOMOTIV	M-1 PM INSPECTIONS	8/2024	16649	95.00
25-0687	01-R0146	ROGUE COMPETITION AUTOMOTIV	PM ON COMMAND 1	8/2024	16676	123.69
25-0144	01-S0088	SPECIAL OPS UNIFORMS, INC	CLASS A'S UNIFORMS & ACCE	7/2024	349405	632.09
25-0636	01-S0206	STOLZ TELECOM, LLC	FIX STATION RADIO SYSTEM	8/2024	INV-004537	375.00
25-0326	01-U0055	UNIFIRST HOLDINGS INC.	SHOP TOWEL SERVICE	8/2024	2770174992	81.98
DEPARTMENT TOTAL:						9,883.34
FUND TOTAL:						99,651.04

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
25-0164	01-A0110	ALL SEASON BUILDING SUPPLY TOWN CENTER, SPORTS, PARK		7/2024	382575	43.45
25-0604	01-O2067	OKLAHOMA DEPARTMENT OF CORRADOPT A BENCH VETERANS		8/2024	117899A	2,796.00
DEPARTMENT TOTAL:						2,839.45
FUND TOTAL:						2,839.45

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE ENFORCEMENT				
25-0026	01-Z0014	CENTRAL SQUARE TECHNOLOGIES	ANNUAL CAD/RMS SOFTWARE	7/2024	416797	152.83
DEPARTMENT TOTAL:						152.83
FUND TOTAL:						152.83

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
25-0599	01-02067	OKLAHOMA DEPARTMENT OF CORRADOPT A BENCH POW/MIA		8/2024	117899	466.00
25-0600	01-02067	OKLAHOMA DEPARTMENT OF CORRADOPT A BENCH SCHURB		8/2024	117950	402.00
DEPARTMENT TOTAL:						868.00
FUND TOTAL:						868.00

FUND: 16 - POLICE NARCOTICS ENFORCEM

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE NARCOTICS ENFORCE				
25-0683	01-B0006	KARBS TOWING LLC	SEIZED VEHICLE TOW CHARGE	8/2024	202408142206	538.64
DEPARTMENT TOTAL:						538.64
FUND TOTAL:						538.64

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 CITY ATTORNEY						
25-0424	01-T0029	WEST PUBLISHING CORPORATION	WESTLAW PRO JUL-SEP 2024)	8/2024	850617351	345.00
DEPARTMENT TOTAL:						345.00
DEPARTMENT: 05 INFORMATION TECHNOLOGY						
25-0654	01-C1068	CDW LLC	MAIN CITY FIREWALL	8/2024	SQ66726	4,221.20
25-0655	01-C1068	CDW LLC	IT BARCODE SCANNER	8/2024	SQ20752	325.97
DEPARTMENT TOTAL:						4,547.17
DEPARTMENT: 11 CITY MANAGER						
25-0656	01-C1068	CDW LLC	CITY MGR COMPUTER/LAPTOP	7/2024	SP88766	2,016.10
DEPARTMENT TOTAL:						2,016.10
DEPARTMENT: 12 LIBRARY						
25-0657	01-C1068	CDW LLC	LIBRARY COMPUTERS	7/2024	SQ13054	3,723.06
25-0657	01-C1068	CDW LLC	LIBRARY COMPUTERS	8/2024	SQ17102	1,552.80
DEPARTMENT TOTAL:						5,275.86
DEPARTMENT: 13 PARK AND RECREATION						
25-0658	01-C1068	CDW LLC	PARKS AP AND COMPUTERS	7/2024	SQ13056	3,467.72
25-0658	01-C1068	CDW LLC	PARKS AP AND COMPUTERS	8/2024	SQ43374	1,488.53
DEPARTMENT TOTAL:						4,956.25
DEPARTMENT: 19 BALL COMPLEX						
25-0613	01-M0312	M L & S INC	VENTRAC 4520N TRACTOR	8/2024	138822	44,576.39
DEPARTMENT TOTAL:						44,576.39
DEPARTMENT: 21 FINANCE						
25-0659	01-C1068	CDW LLC	FINANCE - COURT & FRONT	7/2024	SQ13059	3,238.37
25-0659	01-C1068	CDW LLC	FINANCE - COURT & FRONT	8/2024	SQ17117	874.72
DEPARTMENT TOTAL:						4,113.09

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
25-0660	01-C1068	CDW LLC	COMMUNITY DEV COMPUTER	7/2024	SQ13062	1,320.73
25-0660	01-C1068	CDW LLC	COMMUNITY DEV COMPUTER	8/2024	SQ17121	307.96
DEPARTMENT TOTAL:						1,628.69
DEPARTMENT: 41 POLICE						
25-0661	01-C1068	CDW LLC	PD COMPUTERS	7/2024	SQ13064	2,768.88
25-0661	01-C1068	CDW LLC	PD COMPUTERS	8/2024	SQ17119	615.92
DEPARTMENT TOTAL:						3,384.80
DEPARTMENT: 51 FIRE						
25-0662	01-C1068	CDW LLC	FIRESTATION 1 WORKSTATION	7/2024	SQ12994	1,347.95
25-0662	01-C1068	CDW LLC	FIRESTATION 1 WORKSTATION	8/2024	SQ17113	461.94
25-0479	01-T0232	TRUIST BANK	2019 AERIAL LADDER TRUCK	8/2024	202408142210	61,664.70
DEPARTMENT TOTAL:						63,474.59
DEPARTMENT: 72 WATER						
25-0652	01-C1068	CDW LLC	PH CASE - METER READER	8/2024	SQ54886	53.19
25-0544	01-L0052	LOCKE SUPPLY CO	PARTS FOR WATER LINES	7/2024	53183689-00	20.26
25-0542	01-P0049	PIONEER SUPPLY, LLC	HYDRANT & WATERLN PARTS	7/2024	INV69947	4,481.20
DEPARTMENT TOTAL:						4,554.65
FUND TOTAL:						138,872.59

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
25-0722	01-I1030	INTEGRIS CANADIAN VALLEY HOWC 2024-06 RADIOLOGY EXAM		7/2024	202408142207	260.22
25-0720	01-P0166	PTMS 3.0, LC WC 2023-12 PHYS THERAPY		7/2024	202408142208	823.58
DEPARTMENT TOTAL:						1,083.80
FUND TOTAL:						1,083.80

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 MAYOR AND COUNCIL						
25-0485	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING FEES	8/2024	8988C	5,839.80
25-0070	01-C0245	CRAWFORD & ASSOCIATES, P.C.	ESTIMATE OF NEEDS	8/2024	18857	345.00
DEPARTMENT TOTAL:						6,184.80
DEPARTMENT: 01 CITY ATTORNEY						
25-0681	01-C1068	CDW LLC	ADOBE ACROBAT PRO	8/2024	SS96656	77.02
25-0303	01-H0045	RALPH STEVEN HUDDLESTON	JUDGE	9/2024	202408272264	1,900.00
25-0264	01-O0042	MICHEAL S. OGLESBY	CITY PROSECUTOR	9/2024	202408272266	800.00
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2024	202408272268	40.00
DEPARTMENT TOTAL:						2,817.02
DEPARTMENT: 05 INFORMATION TECHNOLOGY						
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2024	202408272268	25.00
DEPARTMENT TOTAL:						25.00
DEPARTMENT: 11 CITY MANAGER						
25-0727	01-I1127	INTERURBAN CLASSIC GRILL OF	EMP APPRECIATION WEEK	8/2024	3065690	960.00
25-0358	01-L0200	LEXIPOL, LLC	LOCAL GOVT POLICY ADMIN	7/2024	INVLEX11236480	7,030.03
25-0285	01-M0234	MUSTANG TIMES LLC	LEGAL PUBLICATIONS	7/2024	MT617783	63.00
25-0285	01-M0234	MUSTANG TIMES LLC	LEGAL PUBLICATIONS	8/2024	MT617933	246.60
25-0730	01-Q0003	QUIK PRINT OF OKLAHOMA CITY	CITY CLERK BUSINESS CARDS	8/2024	764973	59.70
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2024	202408272268	70.00
25-0255	01-V0106	VALIR OUTPATIENT CLINICS, L	PRE-EMPLOYMENT DRUG SCREE	8/2024	483030	90.00
DEPARTMENT TOTAL:						8,519.33
DEPARTMENT: 12 LIBRARY						
25-0230	01-B1023	BTAC UNITED ACQUISITION	HOLBOOKS	8/2024	5019038889	794.76
25-0234	01-M0263	MIDWEST TAPE, LLC	NONPRINT ITEMS FOR COLLEC	8/2024	505903310	286.74
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2024	202408272268	10.00
DEPARTMENT TOTAL:						1,091.50

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 PARKS AND RECREATION						
25-0170	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	8/2024	4202893246	38.46
25-0767	01-H0189	SHANE HUCK	FUEL & PER DIEM FOR CONF	8/2024	202408272269	237.00
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2024	202408272268	130.00
DEPARTMENT TOTAL:						405.46
DEPARTMENT: 15 GENERAL GOVERNMENT						
25-0022	01-A1000	ATWOOD DISTRIBUTING L.P.	ATWOODS SALES TAX REBATE	9/2024	202408272258	13,198.21
25-0747	01-B0137	BOUND TREE MEDICAL LLC	TOURNIQUETS (10)	8/2024	40001547	318.90
25-0268	01-K0127	KG SC HOLDINGS, LLC	CASH SAVER TAX REBATE	9/2024	202408272265	5,000.00
25-0710	01-L0126	LARSON WEATHERFORD	LANDSCAPING BED MAINT	8/2024	7754	405.00
25-0732	01-00027	OMECORP LLC	MAIL MACHINE SUPPLIES	8/2024	292597	85.00
DEPARTMENT TOTAL:						19,007.11
DEPARTMENT: 18 TOWN CENTER						
25-0170	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	8/2024	4202893246	816.89
25-0172	01-C2231	CORY'S AUDIO VISUAL SERVICE	REPAIRS TO A/V EQUIPMENT	8/2024	13208	150.00
25-0178	01-E0115	ERC ACQUISITION INC.	GYM WIPES	8/2024	951514	447.60
25-0181	01-H0165	HD SUPPLY, INC	JANITORIAL SUPPLIES	8/2024	817965601	243.66
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2024	202408272268	20.00
DEPARTMENT TOTAL:						1,678.15
DEPARTMENT: 19 BALL COMPLEX						
25-0734	01-A0098	ABI ATTACHMENTS, INC.	GAS TANK - ABI FORCE	8/2024	INV81819	288.27
25-0209	01-B0154	ICE MAKER SALES & SERVICE	REFRIGERATION EQUIPMENT	8/2024	1104892-IN	299.00
25-0217	01-B1019	BEN E. KEITH COMPANY	GROCERIES, PAPER GOODS	8/2024	66632844	3,162.38
25-0208	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL & PAPER SUPPLI	8/2024	4202893070	559.41
25-0733	01-G1016	GREG BRYANT ENTERPRISES	INCS COREBOARD REPAIRS	8/2024	21919	535.07
25-0207	01-H0165	HD SUPPLY, INC	JANITORIAL, PAPER SUPPLIE	8/2024	817965593	359.98
25-0216	01-I1119	STEPHENSON WHOLESALE CO.,	IGROCERIES, PAPER GOODS, C	8/2024	7882405	1,058.65
25-0723	01-M0288	RAWLINGS SPORTING GOODS	COMWOOD BATS/TROPHIES	8/2024	1266562	2,093.38
25-0215	01-P0144	BOTTLING GROUP, LLC	DRINKS & SUPPLIES	8/2024	49969305	3,439.05
25-0753	01-P0203	PORTA-PRO MOUNDS INC	DEFENDER SOFTBALL MAT	8/2024	064126A	4,989.75
25-0748	01-P0206	PATRIOT HEAT & AIR LLC	A/C & HEAT REPAIR	8/2024	20227603	871.00
25-0213	01-P0214	RONALD S KOLANDER	JOHNNY FREEZE CUPS	8/2024	36	487.50
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2024	202408272268	70.00
25-0214	01-S0355	SUNSHINE SWEETS, LLC	DIP N DOTS FOR CONCESSION	8/2024	I240822325	928.00
DEPARTMENT TOTAL:						19,141.44

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20 AQUATICS						
25-0645	01-D0134	DON'S PLUMBING INC	PLUMBING REPAIRS	8/2024	WO-6970	537.50
25-0685	01-D0134	DON'S PLUMBING INC	BATHROOM REPAIRS	8/2024	WO-7046	409.99
25-0702	01-D0160	DANE & ASSOCIATES ELECTRIC	ELECTRICAL WORK	8/2024	7603	249.14
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2024	202408272268	20.00
DEPARTMENT TOTAL:						1,216.63
DEPARTMENT: 21 FINANCE						
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2024	202408272268	40.00
DEPARTMENT TOTAL:						40.00
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
25-0292	01-C0020	CANADIAN COUNTY CLERK	FILING FEES FOR ABATEMENT	8/2024	R856245	22.00
25-0295	01-M0234	MUSTANG TIMES LLC	LEGAL PUBLICATIONS	7/2024	MT617831	97.20
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2024	202408272268	70.00
DEPARTMENT TOTAL:						189.20
DEPARTMENT: 41 POLICE						
25-0641	01-C0232	COPS PRODUCTS	NEW HIRE UNIFORMS	7/2024	202404950	514.92
25-0561	01-M0115	MTM RECOGNITION CORPORATION	BADGE ORDER	7/2024	6209195	762.00
25-0590	01-M0115	MTM RECOGNITION CORPORATION	BADGE ORDER	7/2024	6209195A	453.00
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2024	202408272268	750.00
25-0108	01-T1084	T-MOBILE USA INC.	WIRELESS DATA USAGE	7/2024	202408272272	470.26
DEPARTMENT TOTAL:						2,950.18
DEPARTMENT: 42 ANIMAL WELFARE						
25-0123	01-D0090	OK DEPT. OF PUBLIC SAFETY	OLETS USER FEES	8/2024	LET-015570A	18.00
25-0705	01-M0115	MTM RECOGNITION CORPORATION	RETIREMENT PLAQUE J HECK	8/2024	6211040	92.00
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2024	202408272268	20.00
25-0130	01-T1084	T-MOBILE USA INC.	WIRELESS DATA TERMINAL US	7/2024	202408272273	119.58
DEPARTMENT TOTAL:						249.58

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 44		SUPPORT SERVICES				
25-0605	01-M0284	SHANNA MITCHELL	TUITION REIMBURSEMENT	7/2024	202408272271	700.00
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2024	202408272268	90.00
DEPARTMENT TOTAL:						790.00
DEPARTMENT: 51		FIRE				
25-0721	01-A0198	RE-MAN SHACK INC IV	REPLACE BATTERIES FOR L-1	8/2024	114406	499.96
25-0337	01-O0025	O'REILLY AUTOMOTIVE STORES,	VEHICLE REPAIR AND MAINT.	8/2024	0309-324917	14.32
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2024	202408272268	780.00
25-0669	01-T0002	T & W TIRE LLC	BP2 TIRES	8/2024	1090153704	1,942.20
25-0670	01-T0002	T & W TIRE LLC	BP1 TIRES	8/2024	1090153659	1,942.20
DEPARTMENT TOTAL:						5,178.68
FUND TOTAL:						69,484.08

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
25-0619	01-E0059	ELM CREEK GRAVEL LLC	PLAYGROUND MULCH	7/2024	22588	8,355.00
DEPARTMENT TOTAL:						8,355.00
FUND TOTAL:						8,355.00

FUND: 08 - PD TRAFFIC ENFORCEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE ENFORCEMENT				
25-0041	01-D0090	OK DEPT. OF PUBLIC SAFETY	OLETS TERMINALS, CAD SERV	8/2024	LET-015570	737.00
DEPARTMENT TOTAL:						737.00
FUND TOTAL:						737.00

FUND: 13 - POLICE TECHNOLOGY FEES

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE TECHNOLOGY				
25-0108	01-T1084	T-MOBILE USA INC.	WIRELESS DATA USAGE	7/2024	202408272272	679.68
DEPARTMENT TOTAL:						679.68
FUND TOTAL:						679.68

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
25-0064	01-C0108	COWAN GROUP ENGINEERING, LLGIS MONTHLY UPDATES			8/2024 8980	5,800.00
25-0760	01-C0108	COWAN GROUP ENGINEERING, LLCHARLOTTE TERR DRAINAGE			8/2024 8988	4,500.00
					DEPARTMENT TOTAL:	10,300.00
					FUND TOTAL:	10,300.00

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05 INFORMATION TECHNOLOGY						
25-0711	01-C1068	CDW LLC	EXTREME SWITCH MAINT	8/2024	AA1N24T	2,684.00
DEPARTMENT TOTAL:						2,684.00
DEPARTMENT: 41 POLICE						
25-0094	01-R0147	RCB BANK	2024 LEASE PURCHASE	8/2024	2-10347730	258,848.17
DEPARTMENT TOTAL:						258,848.17
DEPARTMENT: 61 STREETS						
25-0653	01-C0108	COWAN GROUP ENGINEERING, LLMULTIMODAL COMM PROJECT		8/2024	8979	7,500.00
DEPARTMENT TOTAL:						7,500.00
DEPARTMENT: 72 WATER						
25-0544	01-L0052	LOCKE SUPPLY CO	PARTS FOR WATER LINES	8/2024	53307646-00	131.56
25-0542	01-P0049	PIONEER SUPPLY, LLC	HYDRANT & WATERLN PARTS	8/2024	INV70443	302.84
DEPARTMENT TOTAL:						434.40
DEPARTMENT: 75 SEWER						
25-0738	01-U0034	UNITED TRENCHING	SH152 SEWER RELO	7/2024	202408272274	33,465.23
25-0739	01-U0034	UNITED TRENCHING	SH152 SEWER RELO	7/2024	202408272275	9,110.00
DEPARTMENT TOTAL:						42,575.23
FUND TOTAL:						312,041.80

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
25-0349	01-H0174	HEALTHSMART BENEFIT SOLUTIONWORKERS COMP SERV FEES		8/2024	202408272270	265.00
DEPARTMENT TOTAL:						265.00
FUND TOTAL:						265.00

AUGUST 2024 VISA

<u>DEPT</u>		
<u>501</u>	ATTORNEY	\$ 500.00
511	CITY MANAGER	\$ 3,000.00
512	LIBRARY	\$ 16,000.00
513	PARKS & RECREATION	\$ 9,000.00
515	GENERAL GOVERNMENT	\$ 1,500.00
518	TOWN CENTER	\$ 8,800.00
521	FINANCE	\$ 500.00
531	COMM. DEV.	\$ 800.00
541	POLICE	\$ 2,500.00
551	FIRE	\$ 7,000.00
TOTAL		\$ 49,600.00

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



Agenda Item No: F.4

Mustang City Council Agenda Item Report

Meeting Date: September 3, 2024

Submitted by: Julie Slupe

Submitting Department: Library

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

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

Recommendation:

Approve.

Initiator:

Julie Slupe

Background:

Past Due Accounts for August 2024.

Financial Impact:

\$1,025.70

Staff Comments:

Attachments:

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

[illegible]



Agenda Item No: F.5

Mustang City Council Agenda Item Report

Meeting Date: September 3, 2024

Submitted by: Julie Slupe

Submitting Department: Library

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Approval to Declare Old and/or Damaged Library Materials as Surplus and Authorize Disposal of those Items.

Recommendation:

Approve

Initiator:

Julie Slupe

Background:

The Library has removed 3,609 outdated and/or damaged books, DVDs and other items from its collection. The Library would like to claim these items as surplus and discard or sell them in the annual/ongoing book sales at the Library.

Financial Impact:

\$1.00 Hardback; \$.50 paperbacks. Friends of the Library operate the annual book sale and the Library manages the ongoing book sale.

Staff Comments:

Recommend Approval

Attachments:

[Deleted_Holdings_2024_07_23__10_42_11__2_\(2\).pdf](#)

Library - Deleted Holdings 2024-7-23

	Count	Cost
1: Unassigned	0	\$ -
2: Backpack Kits	0	\$ -
3: Biography	3	\$ 65.94
4: Board Book	100	\$ 744.03
5: Cake Pans	2	\$ 50.64
6: CD Adult Biography	1	\$ 39.98
7: CD Adult Fiction	407	\$ 16,119.16
8: CD Adult Nonfiction	3	\$ 158.39
9: CD Easy Readers	0	\$ -
10: CD Juvenile Biography	1	\$ 25.00
11: CD Juvenile Fiction	148	\$ 4,297.10
12: CD Juvenile Nonfiction	4	\$ 91.96
13: CD Young Adult Biography	1	\$ 40.00
14: CD Young Adult Fiction	60	\$ 2,483.86
15: CD Young Adult Nonfiction	6	\$ 181.96
16: DVD Biography	0	\$ -
17: DVD Easy	216	\$ 3,177.65
18: DVD Fiction	295	\$ 5,013.25
19: DVD Juvenile Nonfiction	1	\$ 12.99
20: DVD Nonfiction	0	\$ -
21: Easy Readers	10	\$ 65.38
22: Fiction	512	\$ 11,745.37
23: Fitness Kits	0	\$ -
24: Graphic Novels	0	\$ -
25: Interlibrary Loan	0	\$ -
26: Juvenile Biography	4	\$ 73.58
27: Juvenile Fiction	84	\$ 959.39
28: Juvenile Graphic Novel	11	\$ 139.82
29: Juvenile Nonfiction	664	\$ 10,998.00
31: Kit Easy Readers	0	\$ -
32: Kit Juvenile Fiction	0	\$ -
33: Kit Juvenile Nonfiction	1	\$ 15.95
34: Kit Picture Book	0	\$ -
35: Large Print Biography	0	\$ -
36: Large Print Fiction	87	\$ 2,373.37
37: Large Print Nonfiction	0	\$ -
39: Music	1	\$ 12.99
40: Nonfiction	524	\$ 11,834.82
41: Picture Books	199	\$ 2,732.85
42: Reference Adult	2	\$ 205.00
43: Reference Juvenile	1	\$ 14.99
44: Spanish Biography	0	\$ -
45: Spanish Board Book	0	\$ -

46: Spanish DVD Nonfiction	0	\$	-
47: Spanish Easy Reader	0	\$	-
48: Spanish Fiction	0	\$	-
49: Spanish Juvenile Biography	0	\$	-
50: Spanish Juvenile Fiction	0	\$	-
51: Spanish Juvenile Nonfiction	0	\$	-
52: Spanish NonFiction	0	\$	-
53: Spanish Picture Book	0	\$	-
54: Spanish YA Nonfiction	0	\$	-
55: Spanish Young Adult Fiction	0	\$	-
57: Young Adult Biography	0	\$	-
58: Young Adult Fiction	210	\$	3,360.15
59: Young Adult Graphic Novel	7	\$	78.94
60: Young Adult Nonfiction	18	\$	291.12
61: Zoo Books - 7 Day	0	\$	-
62: In-Library Tech	0	\$	-
63: Migration	26	\$	378.72
64: Playaway Audio Player	0	\$	-
65: Adult Kit	0	\$	-
NONE	0	\$	-
	3609	\$	77,782.35



Mustang City Council Agenda Item Report

Meeting Date: September 3, 2024

Submitted by: Ryan Connor

Submitting Department: Community Development

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

*Acceptance of Maintenance Bonds and Dedications of Water, Sanitary Sewer, and Paving/Drainage Infrastructure for Wild Horse Canyon Section 3 and a Partial Segment of E Jackrabbit Ln.

Recommendation:

Vote to Approve or Deny Acceptance

Initiator:

Ryan Conner, City Planner

Background:

The 3rd phase of Wild Horse Canyon (located off Old S. Sara Rd – behind Atwoods) has finished the infrastructure improvements required of the Final Plat. This section contains roughly 40 acres of land and 108 single-family lots. The Final Plat was approved in April of 2023. A section of E Jackrabbit Ln connecting the Southern portion of the development to Old S. Sara Rd was also constructed, giving the overall Wild Horse Canyon neighborhood two points of egress. There is an oversized Common Area in the Southeast portion of the development that has the potential to be redeveloped into a fourth and final phase of Wild Horse Canyon according to the developers. The Maintenance Bonds and additional Permanent Easement of E. Jackrabbit Ln for the benefit of the development are attached to this report. All inspections have taken place and have been given a recommendation of approval.

Financial Impact:

0

Staff Comments:

Staff recommends acceptance of the paving, water, sewer, and storm sewer maintenance bonds and acceptance of the dedications in Wild Horse Canyon Section 3 and the additional E. Jackrabbit Ln permanent roadway easement.

Attachments:

[\(2\) Permanent Easement for E Jackrabbit Ln - FIXED & SIGNED 8-22-2024.pdf](#)

[\(3\) Wild Horse Canyon Section 3 - Streets Maintenance Bond.pdf](#)

(4) Wild Horse Canyon Section 3 - Sanitary Sewer Maintenance Bond.pdf

(5) Wild Horse Canyon Section 3 - Water Maintenance Bond.pdf

(6) Wild Horse Canyon Section 3 - Storm Sewer Maintenance Bond (1 of 2).pdf

(7) Wild Horse Canyon Section 3 - Storm Sewer Maintenance Bond (2 of 2).pdf

The City of Mustang, Oklahoma

PERMANENT EASEMENT

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

A tract of land in part of the Southwest Quarter of Section 35, Township 11 North, Range 5 West, Indian Meridian, Canadian County, Oklahoma, more particularly described as follows: COMMENCING at the Northwest Corner of said Southwest Quarter; THENCE N 89°52'58" E, along the north line of said Southwest Quarter, a distance of 193.35 feet to the east right of way line of S Sara Road; THENCE along said east right of way line, southwesterly along a curve to the right with a chord bearing of S 07°37'38" W, a chord distance of 772.00 feet, a radius of 4016.56 feet, and an arc length of 773.19 feet; THENCE continuing along said east right of way line, southerly along a curve to the left with a chord bearing of S 06°21'56" W, a chord distance of 299.95 feet, a radius of 1263.12 feet, and an arc length of 300.66 feet; THENCE S 00°27'13" E, along said east right of way line, a distance of 290.68 feet to the POINT OF BEGINNING; THENCE N 89°52'58" E a distance of 585.16 feet to the north right of way line of W Jackrabbit Lane at the west line of WILD HORSE CANYON, SECTION 1, a plat of record in Canadian County, Oklahoma; THENCE S 00°07'02" E, along the west line of said WILD HORSE CANYON, SECTION 1, a distance of 50.00 feet to the south right of way line of said W Jackrabbit Lane; THENCE S 89°52'58" W a distance of 584.86 feet to the east right of way line of S Sara Road; THENCE N 00°27'13" W, along said east right of way line, a distance of 50.00 feet to the POINT OF BEGINNING, containing 0.671 acres, more or less.

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

Dated this 22nd day of August, 2024.

Best Choice Homes, LLC

BY: Yosef Hooshyar

Print Name: YOSEF HOOSHYAR

Title: MEMBER

STATE OF OKLAHOMA)

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

COUNTY OF CANADIAN)

This instrument was acknowledged before me on this 22nd day of August,
20 24, by Yosef N Hooshyar of Best Choice Homes LLC.

R. Moore My Commission expires 11-13-27
NOTARY PUBLIC



ACCEPTANCE BY CITY OF MUSTANG

APPROVED as to form:

Jonathan E. Miller
Municipal Counselor

ACCEPTED by the Council of THE CITY
OF MUSTANG, OKLAHOMA
this _____ day of September, 2024.

Brian Grider, Mayor

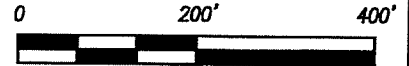
ATTESTED:

Tammi Noblitt
City Clerk

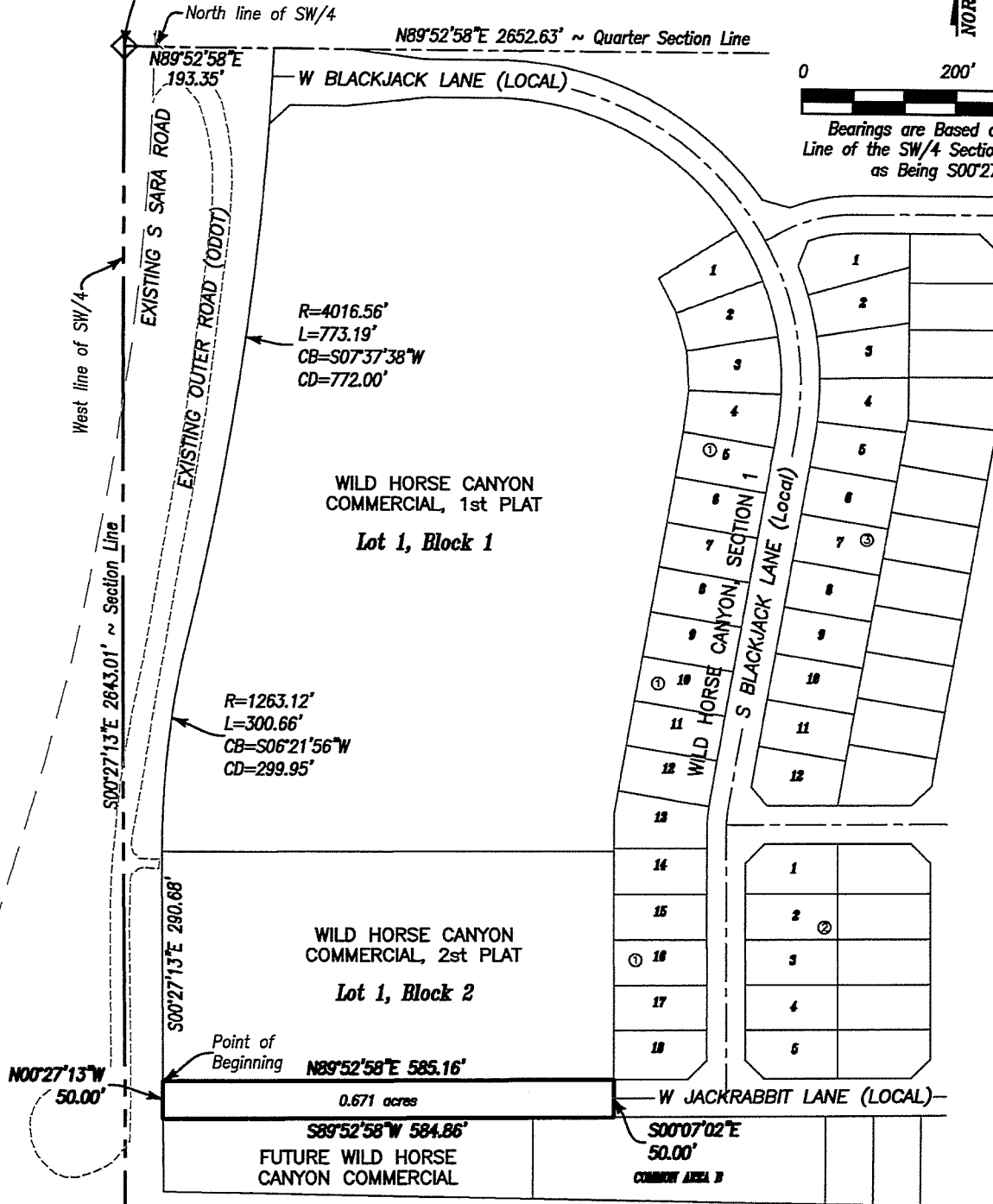
EXHIBIT A

Point of Commencement
NW Corner of SW/4,
Section 35-T11N-R5W, L.M.
Found P.K. Nail
(OCCR by PLS 1571,
dated 6/25/2003)

INDUSTRIAL GASKET INC



Bearings are Based on the West
Line of the SW/4 Section 35-11N-5W
as Being S00°27'13"E



SW Corner of SW/4,
Section 35-T11N-R5W, L.M.
Found 3/8" Iron Pin
(fits OCCR by PLS 330,
dated 8/1/1986)

STILLWATER CENTRAL
RAILROAD INC

STREETS MAINTENANCE BOND

KNOW AL MEN BY THESE PRESENTS:

That we, Silver Star Constuction Company, 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, of the State of Oklahoma, in the full and just sum of 100% or One million five hundred thrtly four thousand seven hundred fifty nine & 78/100 (\$ 1,534,759.78/100), such sum being equal to the contract price for a period of one (1) year and thereafter for a period of four (4) years for the sum of (\$ 1,534,759.78/100), such sum being not less than 10% of the contract price, for the payment of which, will and truly 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 5th day of January, 20 24.
The conditions of this obligation are such that whereas, said Principal has by contract between Silver Star Constuction Company, Inc.,
And Wild Horse Canyon dated this 31st
Day of May, 20 23, constructed in THE CITY OF
MUSTANG: Wild Horse Canyon Section 3 and Jackrabbit Lane (west to Sara Road)

All in compliance with the plans and specification therefore, made a part of said contract and file at the City of Mustang and to maintain the said improvements in the amount set forth against any failure due to workmanship or material for a period of 100% for one (1) year and 10% for a period of four (4) years from the date of acceptance by the Council of the City of Mustang.

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 five (5) 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 the effect of releasing the sureties, or any of them, from the obligation 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: B. Crawley  Silver Star Construction Company, Inc. Principal
By: Tim Caudle President
The Ohio Casualty Insurance Company
Surety

Attest: W. Hollingsworth By: Russell Hollingsworth
Attorney-In-Fact: Russell Hollingsworth

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

City Attorney

Reviewed and approved by the Council of the City of Mustang this _____ day
Of _____, 20 ____.

Mayor

Attest:

City Clerk



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: **8205605 - 986746**

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, Amber Jarman; Debra Cornelsen; Jason Blair; John E. Dillingham; Russell Hollingsworth; Tara L. Ramos

all of the city of Enid 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 19th day of May, 2021.



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 19th day of May, 2021 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 - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
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 22nd day of August, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

WATER AND SEWER MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Wee Construction Co., as Principal, and Amerisure Mutual 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 Three Hundred Twenty-seven Thousand Eighty-nine & 00/100, (\$ 327,089.00), 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 4th day of January, 2023. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: Wild Horse Canyon Sec 3 Sewer all in compliance with the plans and specifications therefore, made a part of said contract and on file at the City Of Mustang and to maintain the said improvement in the amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

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

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

determined from time to time during the life of this bond as the condition of the improvements may require.

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

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

Attest:

Kerry Rollins

Witness: Tom Perrault

[Signature]

Wee Construction Co.

Principal

By: [Signature]

Amerisure Mutual Insurance Company

Surety

By: [Signature]

Attorney-in-Fact Kristin Lewis

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

City Attorney

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

Attest:

Mayor

City Clerk

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, TRAVIS E. BROWN, JOSHUA BRYAN,

DEBORAH L. RAPER, JAMIE BURRIS, SHELLI R. SAMSEL, MARK D. NOWELL, VICKI WILSON, AUSTIN K. GREENHAW,

CLAYTON HOWELL, CAREY L. KENNEMER, RANDY D. WEBB, AARON WOOLSEY, GARY LILES, THOMAS PERRAULT and KRISTIN LEWIS

its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President

By:

Aaron Green, Vice President



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of March, 2022.

Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company

State of Illinois
County of Kane

On this 25th day of March, 2022, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Shannon K. Anderson, the duly elected Vice President, General Counsel & Corporate Secretary of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 4th day of January, 2023.

Shannon K. Anderson, Vice President, General Counsel & Corporate Secretary



WEECONS-01

KHAYNIE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2023

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rich & Cartmill, Inc. 2738 E. 51st Street, Suite 400 Tulsa, OK 74105	CONTACT NAME: Julie Bird	
	PHONE (A/C, No, Ext): (918) 293-7148	FAX (A/C, No):
INSURED Wee Construction Co. PO Box 263 Washington, OK 73093	E-MAIL ADDRESS: jbird@rcins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Ohio Security Ins Co	NAIC # 24082
	INSURER B: OHIO CASUALTY INS CO	24074
	INSURER C:	
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC OTHER:			BKS57648568	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAS57648568	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10,000			USO57648568	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWS57648568	2/1/2022	2/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equip			BKS57648568	2/1/2022	2/1/2023	L/R Equip Limit 450,000
A	Installation Floater			BKS57648568	2/1/2022	2/1/2023	Installation Fltr 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Wild Horse Canyon Sec 3 - Sewer

CERTIFICATE HOLDER

CANCELLATION

City of Mustang
1501 N Mustang Rd
Mustang, OK 73064

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

AUTHORIZED REPRESENTATIVE

WATER AND SEWER MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Wee Construction Co., as Principal, and Amerisure Mutual 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 Four Hundred Seventy Thousand Six Hundred Ninety & 00/100, (\$ 470,690.00), 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 4th day of January, 2023. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: Wild Horse Canyon Sec 3 Water all in compliance with the plans and specifications therefore, made a part of said contract and on file at the City Of Mustang and to maintain the said improvement in the amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

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

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

determined from time to time during the life of this bond as the condition of the improvements may require.

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

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

Attest:

Kuey Rollins

Witness: Tom Perrault

[Signature]

Wee Construction Co.

Principal

By: [Signature]

Amerisure Mutual Insurance Company

Surety

By: [Signature]
Attorney-in-Fact Kristin Lewis

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

City Attorney

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

Attest:

Mayor

City Clerk

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, TRAVIS E. BROWN, JOSHUA BRYAN,

DEBORAH L. RAPER, JAMIE BURRIS, SHELLI R. SAMSEL, MARK D. NOWELL, VICKI WILSON, AUSTIN K. GREENHAW,

CLAYTON HOWELL, CAREY L. KENNEMER, RANDY D. WEBB, AARON WOOLSEY, GARY LILES, THOMAS PERRAULT and KRISTIN LEWIS

its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President

By:

Aaron Green, Vice President



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company

have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of March, 2022.

Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company

State of Illinois
County of Kane

On this 25th day of March, 2022, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. KENNY, Notary Public

I, Shannon K. Anderson, the duly elected Vice President, General Counsel & Corporate Secretary of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 4th day of January, 2023.

Shannon K. Anderson, Vice President, General Counsel & Corporate Secretary



WEECONS-01

KHAYNIE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2023

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rich & Cartmill, Inc. 2738 E. 51st Street, Suite 400 Tulsa, OK 74105	CONTACT NAME: Julie Bird		
	PHONE (A/C, No, Ext): (918) 293-7148	FAX (A/C, No):	
	E-MAIL ADDRESS: jbird@rcins.com		
INSURED Wee Construction Co. PO Box 263 Washington, OK 73093	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Ohio Security Ins Co		24082
	INSURER B: OHIO CASUALTY INS CO		24074
	INSURER C:		
	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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR		BKS57648568	2/1/2022	2/1/2023	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 15,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	☒ AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO		BAS57648568	2/1/2022	2/1/2023	BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$
							\$
B	☒ UMBRELLA LIAB	☒ OCCUR				EACH OCCURRENCE	\$ 5,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE	USO57648568	2/1/2022	2/1/2023	AGGREGATE	\$ 5,000,000
	DED ☒ RETENTION \$ 10,000						\$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					☒ PER STATUTE ☐ OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	XWS57648568	2/1/2022	2/1/2023	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Leased/Rented Equip		BKS57648568	2/1/2022	2/1/2023	L/R Equip Limit	450,000
A	Installation Floater		BKS57648568	2/1/2022	2/1/2023	Installation Fltr	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Wild Horse Canyon Sec 3 - Water

CERTIFICATE HOLDER

CANCELLATION

City of Mustang
1501 N Mustang Rd
Mustang, OK 73064

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

AUTHORIZED REPRESENTATIVE

Bond #: 30226300

WATER AND SEWER MAINTENANCE BOND

Public Storm Sewer MB-23034 E Jackrabbit Lane

KNOW ALL MEN BY THESE PRESENTS:

That we, H & H Plumbing & Utilities, Inc., as Principal, and Western Surety 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 Fifty-Two Thousand, Sixty-Two, (\$ 52,062.00), 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 21st day of August, 20 24. The conditions of this obligation are such that whereas, said Principal has by a contract between H & H Plumbing & Utilities, Inc, and Best Choice Home dated this 21st day of August 20 24, constructed in the CITY OF MUSTANG: Wild Horse Canyon, Section 3 SW 89th St & Sara Rd 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 amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

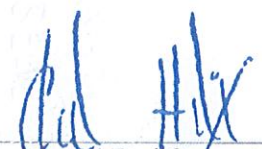
NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City all damages, loss and expense which may result by reason of failure due to defective materials and/or workmanship in connection with said work occurring within a period of two (2) years from and after acceptance of said project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

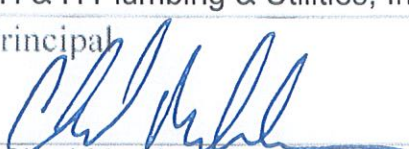
It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or material for a period of two (2) years and at any time repairs shall be necessary that the cost of making said repairs shall be determined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

determined from time to time during the life of this bond as the condition of the improvements may require.

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

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

Attest: 
Chad Hendrix, V.P. / Secretary

H & H Plumbing & Utilities, Inc.
Principal
By: 
Chad Madden, President
Western Surety Company
Surety

Witness:


By: 
Attorney-in-Fact

Approved as to form this 21st day of August, 2024.

City Attorney

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

Attest: _____
Mayor

City Clerk

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Paul Brian Moore, Lauren Hutto Rogers, Individually

of Norman, OK, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of January, 2024.



WESTERN SURETY COMPANY

Larry Kasten

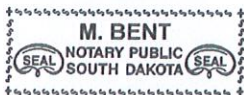
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of August, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

H & H Plumbing & Utilities, Inc.

Lic. No.
OK 076003

381 W. Adkins Hill Road, Norman, OK 73072-9218
(405) 288-2346 (405) 288-2349 FAX

Sheet (1) of (1)

Contractor:	<u>Best Choice Home</u>	Ph.#:	<u>692-2222</u>	Project:	<u>Wild Horse Canyon, Section 3</u>
Address:	<u>P.O. Box 720162</u>	Fax #:	<u>793-6024</u>	Address:	<u>SW 89th St & Sara Rd.</u>
	<u>Norman, OK 73070</u>	Email:	<u>yosef@homecreations.com</u>		<u>Mustang, OK</u>

Labor, materials, taxes, permits, staking, and maintenance bonds for a complete **Public Storm Sewer** installation as described on the plans and outlined below.

Public Storm Sewer MB-23034 E Jackrabbit Lane

ITEM #	ITEM	UNIT	Qty	PRICE	TOTAL
1	51" x 31" Arch RCP	LF	50	230.00	11,500.00
2	51" x 31" Concrete end section	EA	1	5,700.00	5,700.00
3	Grate inlet (see detail C-5.84)	EA	1	23,850.00	23,850.00
4	Concrete apron	SY	18	115.00	2,070.00
5	Crushed rock bedding material	CY	21	69.00	1,449.00
6	Sand backfill	CY	25	69.00	1,725.00
7	12" Rip rap with filter fabric mat	SY	9	115.00	1,035.00
					47,329.00

Submitted By:		Contract Amount	\$ 47,329.00
		Title: <u>President</u>	Date: <u>8/21/2024</u>
Accepted By:		Title: _____	Date: _____

Bond #: 30226301

WATER AND SEWER MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: Public Storm Sewer

That we, H & H Plumbing & Utilities, Inc., as Principal, and Western Surety 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 ^{Five Hundred Nine Thousand, Two Hundred Eighty-Four} (\$ 509,284), 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 21st day of August, 20 24. The conditions of this obligation are such that whereas, said Principal has by a contract between H & H Plumbing & Utilities, Inc., and Best Choice Home dated this 21st day of August 20 24, constructed in the CITY OF MUSTANG: Wild Horse Canyon, Section 3 SW 89th & Sara Rd 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 amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

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

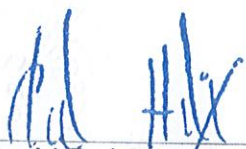
It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or material for a period of two (2) years and at any time repairs shall be necessary that the cost of making said repairs shall be determined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

determined from time to time during the life of this bond as the condition of the improvements may require.

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

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

Attest:

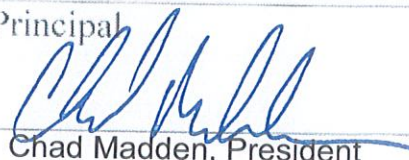


Chad Hendrix, V.P. / Secretary

H & H Plumbing & Utilities, Inc.

Principal

By:



Chad Madden, President

Western Surety Company

Surety

Witness:



By:



Attorney-in-Fact

Approved as to form this 21st day of August, 2024.

City Attorney

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

Attest:

Mayor

City Clerk

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Paul Brian Moore, Lauren Hutto Rogers, Individually

of Norman, OK, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of January, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of August, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

H & H Plumbing & Utilities, Inc.

Lic. No.
OK 076003

381 W. Adkins Hill Road, Norman, OK 73072-9218
(405) 288-2346 (405) 288-2349 FAX

Sheet (1) of (1)

Contractor: Best Choice Home Ph.#: 692-2222 Project: Wild Horse Canyon, Section 3
Address: P.O. Box 720162 Fax #: 793-6024 Address: SW 89th St & Sara Rd.
Norman, OK 73070 Email: yosef@homecreations.com Mustang, OK

Labor, materials, taxes, permits, staking, and maintenance bonds for a complete **Public Storm Sewer** installation as described on the plans and outlined below.

Public Storm Sewer

ITEM #	ITEM	UNIT	Qty	PRICE	TOTAL
1	36" RCP	LF	52	130.00	6,760.00
2	24" x 38" Elliptical RCP	LF	709.35	130.00	92,215.50
3	24" x 38" Concrete end section	EA	2	2,280.00	4,560.00
4	Grate inlet (see detail C-5.84)	EA	3	23,850.00	71,550.00
5	4' Wide concrete flume	LF	1879	68.00	127,772.00
6	5' Wide concrete flume	LF	1198	78.00	93,444.00
7	10' Wide concrete flume	LF	148	128.00	18,944.00
8	12" Rip rap with filter fabric mat	SY	276	115.00	31,740.00
9	Concrete overflow flume	SY	133.33	120.00	15,999.60
					462,985.10

Submitted By:  Title: President Date: 8/21/2024
Accepted By: _____ Title: _____ Date: _____

Contract Amount \$ 462,985.10



Mustang City Council Agenda Item Report

Meeting Date: September 3, 2024

Submitted by: Tammi Noblitt

Submitting Department: City Clerk

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject Title:

Consideration of Resolution No. 25-003, a Resolution Providing Notice of the Publication of Penal and other Ordinances of the City of Mustang, Oklahoma, in a Permanent, Bound Form and Volume; Providing that said Permanent Volume reflects all Ordinances through Ordinance Number 1305, Providing for the Deposit of said Permanent Volume in the Canadian County Law Library; and Providing for the Sale of Said Permanent Volume.

Recommendation:

Approval

Initiator:

Tammi Noblitt

Background:

Supplements to the Municipal Code Book have been prepared by Municipal Code Corporation and the City is required to adopt a Resolution notifying the public of the publication of its supplements to the code and to file a copy of the Resolution in the Office of the County Clerk. Also, file one copy of the supplement to the code and one copy of the Resolution to the Law Library of Canadian County.

Financial Impact:

None

Staff Comments:

Attachments:

[Res 25-003 - Filing Notification of Supplements.pdf](#)

RESOLUTION NO. 25-003

A RESOLUTION PROVIDING NOTICE OF THE PUBLICATION OF PENAL AND OTHER ORDINANCES OF THE CITY OF MUSTANG, OKLAHOMA, IN A PERMANENT, BOUND FORM AND VOLUME; PROVIDING THAT SAID PERMANENT VOLUME REFLECTS ALL ORDINANCES THROUGH ORDINANCE NUMBER 1305, PROVIDING FOR THE DEPOSIT OF SAID PERMANENT VOLUME IN THE CANADIAN COUNTY LAW LIBRARY; AND PROVIDING FOR THE SALE OF SAID PERMANENT VOLUME

WHEREAS, the City is required to publish its penal ordinances in a permanent, bound form and volume at least once every ten (10) years; and

WHEREAS, the City has so published its penal and other ordinances through Ordinance No. 1305 in the manner provided by law; and

WHEREAS, said permanent volume must be deposited in the Canadian County Law Library, and is required to be made available for sale to the public at a reasonable price.

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

THAT, the public is hereby notified that the City of Mustang, Oklahoma, has compiled and published its penal and other ordinances through Ordinance No. 1284 in a permanent, bound form and volume;

THAT, the City Clerk shall cause a permanent volume, with appropriate supplements, to be deposited in the Canadian County Law Library;

THAT, the City Clerk shall cause one copy of this Resolution to be filed with the Canadian County Clerk;

THAT, the City Clerk shall keep at least three (3) copies of said permanent volume of the Mustang Code of Ordinances in the Office of the City Clerk for sale to the public at a reasonable price.

ADOPTED this **3rd** day of **September, 2024**, by the City Council of the City of Mustang.

Brian Grider, Mayor

Attest:

Tammi Noblitt, City Clerk



Mustang City Council Agenda Item Report

Meeting Date: September 3, 2024

Submitted by: Janet Watts

Submitting Department: Finance

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject Title:

Consideration of Resolution No. 25-004 to Make Changes in the General Fund Budget by Making a Supplemental Appropriation to Increase the 2024-2025 Fiscal Year Budget by \$1,091,497.

Recommendation:

Approve.

Initiator:

Janet Watts, Finance Director.

Background:

The City of Mustang has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) applicable to budgeting in 11 O.S. Sections 17-201 through 17-218 which requires the encumbering officer of the city to record encumbrances against authorized appropriations for purchase orders and contracts at the time of commitment in an amount not to exceed the then unencumbered balance of the appropriations for said purpose; and the city desires to lapse all unexpended appropriations, including encumbered appropriations at fiscal year; and re-approve the outstanding purchase order and other contract commitments in the immediately following fiscal year and charge such to the appropriations of the immediately following fiscal year and the city desires to carry over the unexpended fund balances into the immediately following fiscal year as income and revenue available to be provided for such new year, including availability for supplemental appropriation.

Financial Impact:

\$1,091,497

Staff Comments:

Attachments:

[Res 25-004 - Carryover_-_General_Fund_fy25 \(1\).pdf](#)

RESOLUTION NO. 25-004

A RESOLUTION TO MAKE CHANGES IN THE GENERAL FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2024-2025 FISCAL YEAR BUDGET BY \$1,089,397.

WHEREAS, The City of Mustang has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) applicable to budgeting in 11 O.S. Sections 17-201 through 17-218; and

WHEREAS, 62 O.S. § 310.2 requires the encumbering officer of the City to record encumbrances against authorized appropriations for purchase orders and contracts at the time of commitment in an amount not to exceed the then unencumbered balance of the appropriations for said purpose; and

WHEREAS, The City desires to lapse all unexpended appropriations, including encumbered appropriations at fiscal year; and re-approve the outstanding purchase order and other contract commitments in the immediately following fiscal year and charge such to the appropriations of the immediately following fiscal year; and

WHEREAS, The City desires to carry over the unexpended fund balances into the immediately following fiscal year as income and revenue available to be provided for such new year, including availability for supplemental appropriation;

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

SUPPLEMENTAL APPROPRIATION

Revenues:

Reserved Carryover (01-45199)	\$ 1,091,497
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Total Revenues:	<u>\$ 1,091,497</u>
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Travel (01-511-5326)	\$ 762
Equipment (01-513-5971)	931
Restricted Carryover (01-517-5555)	1,000,000
Building Maintenance (01-518-5664)	415
Services & Machinery (01-520-5371)	1,200
Chemical Supplies (01-520-5605)	5,000
Other Supplies (01-520-5610)	500
Professional Services (01-541-5327)	4,050
Printing (01-541-5341)	2,100

Equipment (01-541-5371)	19,378
Uniforms (01-541-5611)	10,253
911 Communications (01-541-5622)	1,340
Other Supplies (01-542-5610)	4,120
Uniforms (01-542-5611)	1,500
Vehicle Repair (01-542-5621)	3,000
Community Relations (01-542-5339)	890
State/Local Jail (01-541-5624)	4,292
Education/Training (01-551-5310)	8,257
Travel (01-551-5326)	1,200
EMS Supplies (01-551-5608)	500
Other Supplies (01-551-5610)	1,600
Uniforms (01-551-5611)	5,064
Personal Protective Equipment (01-551-5615)	13,542
Building Maintenance (01-551-5664)	<u>1,603</u>

Total Expenditures:	<u>\$ 1,091,497</u>
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This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **3rd** day of **September 2024**.

Mayor

ATTEST:

City Clerk



Agenda Item No: F.9

Mustang City Council Agenda Item Report

Meeting Date: September 3, 2024

Submitted by: Janet Watts

Submitting Department: Finance

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject Title:

Consideration of Resolution No. 25-005 to Make Changes in Special Revenue Budgets by Making a Supplemental Appropriation to Increase the 2024-2025 Fiscal Year Budget by \$1,795,655.

Recommendation:

Approve.

Initiator:

Janet Watts, Finance Director

Background:

The City of Mustang has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) applicable to budgeting in 11 O.S. Sections 17-201 through 17-218 which requires the encumbering officer of the city to record encumbrances against authorized appropriations for purchase orders and contracts at the time of commitment in an amount not to exceed the then unencumbered balance of the appropriations for said purpose; and the city desires to lapse all unexpended appropriations, including encumbered appropriations at fiscal year; and re-approve the outstanding purchase order and other contract commitments in the immediately following fiscal year and charge such to the appropriations of the immediately following fiscal year and the city desires to carry over the unexpended fund balances into the immediately following fiscal year as income and revenue available to be provided for such new year, including availability for supplemental appropriation.

Financial Impact:

\$1,795,655

Staff Comments:

Attachments:

[Res 25-005 - Carryover_-_Revenue_Sharing_Funds_fy25.pdf](#)

RESOLUTION NO. 25-005

A RESOLUTION TO MAKE CHANGES IN REVENUE SHARING BUDGETS BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2024-2025 FISCAL YEAR BUDGET BY \$1,795,655.

WHEREAS, The City of Mustang has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) applicable to budgeting in 11 O.S. Sections 17-201 through 17-218; and

WHEREAS, 62 O.S. § 310.2 requires the encumbering officer of the City to record encumbrances against authorized appropriations for purchase orders and contracts at the time of commitment in an amount not to exceed the then unencumbered balance of the appropriations for said purpose; and

WHEREAS, The City desires to lapse all unexpended appropriations, including encumbered appropriations at fiscal year; and re-approve the outstanding purchase order and other contract commitments in the immediately following fiscal year and charge such to the appropriations of the immediately following fiscal year; and

WHEREAS, The City desires to carry over the unexpended fund balances into the immediately following fiscal year as income and revenue available to be provided for such new year, including availability for supplemental appropriation;

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

SUPPLEMENTAL APPROPRIATION

Revenues:

P&R Reserved Carryover (05-45199)	\$ 4,296
Library Reserved Carryover (07-45199)	35,000
Library Grants - Other (07-45111)	470
P&R Donations Reserved Carryover (11-45199)	21,425
Police Technology Reserved Carryover (13-45199)	30,137
Oklahoma Settlements Reserved Carryover (19-45199)	30,000
Limited Purpose Reserved Carryover (39-45200)	<u>1,674,327</u>

Total Revenues: \$ 1,795,655

Park Improvements (05-500-5610)	\$ 4,296
Fund Balance Carryover (07-507-5555)	35,000
Grant Other (07-507-5611)	470
P&R Donation Capital (11-500-5971)	1,425
P&R Restricted Fund Balance (11-500-5555)	20,000
Police Technology Equipment (13-541-1371)	30,137
Oklahoma Settlement Distributor's (19-500-5555)	30,000
Limited Purpose Capital (39-501-5971)	690
Limited Purpose Capital (39-513-5971)	104,550
Limited Purpose Capital (39-515-5555)	500,000
Limited Purpose Capital (39-515-5971)	752,180
Limited Purpose Capital (39-518-5971)	17,000
Limited Purpose Capital (39-519-5971)	250,000
Limited Purpose Capital (39-520-5971)	10,500
Limited Purpose Capital (39-561-5971)	<u>39,407</u>

Total Expenditures:	<u>\$ 1,795,655</u>
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This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **3rd** day of **September 2023**.

Mayor

ATTEST:

City Clerk



Mustang City Council Agenda Item Report

Meeting Date: September 3, 2024

Submitted by: Janet Watts

Submitting Department: Finance

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject Title:

Consideration of Resolution No. 25-006 to Make Changes in the Library Fund Budget by Making a Supplemental Appropriation to Increase the 2024-2025 Fiscal Year Budget by \$4,000.

Recommendation:

Approve.

Initiator:

Janet Watts, Finance Director

Background:

Wal-Mart donated \$4,000 to the Library Department for programs and supplies.

Financial Impact:

\$4,000

Staff Comments:

Attachments:

[Res 25-006 - Library_-_Wal-Mart__4_000_fy25__2_\(1\).pdf](#)

RESOLUTION NO. 25-006

A RESOLUTION TO MAKE CHANGES IN THE LIBRARY FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2024-2025 FISCAL YEAR BUDGET BY \$4,000.

WHEREAS, Wal-Mart donated \$4,000 to the Library Department for programs and supplies;

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:	
Grant - Other (07-45111)	\$4,000
Expenditures:	
Grant - Other (07-507-5611)	<u>\$4,000</u>
Total	<u>\$4,000</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **3rd** day of **September 2024**.

Mayor

ATTEST:

City Clerk



Mustang City Council Agenda Item Report

Meeting Date: September 3, 2024

Submitted by: Jon Miller

Submitting Department: Law

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject Title:

Consideration of Resolution No. 25-007 of the City Council of the City of Mustang, Oklahoma, amending Resolution No. 24-001; Adding to the Minimum Fine Schedule for violations of the City of Mustang Code of Ordinances; Providing for an effective date; and Providing for repealer.

Recommendation:

Approval and passage of Resolution.

Initiator:

Angela Wood, Municipal Court Clerk, and Jon Miller, City Attorney

Background:

The City Council is required to adopt and approval the minimum fine schedule for violations of municipal ordinances. Resolution No. 24-001 was adopted and sets forth the current schedule of minimum fines. The submitted resolution will amend Resolution No. 24-001 to add the minimum fine for violation of Code Sec. 14-6 related to the unlawful keeping, maintaining and raising of domestic livestock and small animals.

Financial Impact:

Staff Comments:

Staff recommends approval.

Attachments:

[Res 25 -007 Minimum Fine Schedule \(animals - unlawful keeping etc.\).pdf](#)

[Res 25-007 Judge signed Memorandum.pdf](#)

RESOLUTION NO. 25-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSTANG, OKLAHOMA, AMENDING RESOLUTION NO. 24-001; ADDING TO THE MINIMUM FINE SCHEDULE FOR VIOLATIONS OF THE CITY OF MUSTANG CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER.

THAT WHEREAS, Section 26-38 of the Mustang Municipal Code provides for the adoption by the governing body of a fine schedule for violations of the ordinances of the City of Mustang; and,

WHEREAS, a person who is cited for violation of Mustang Municipal Code may elect to pay a fine according to the schedule adopted by the governing body, a copy of which is on file in the office of the Court Clerk; and,

WHEREAS, those persons violating the Mustang Municipal Code are to be given notice of the schedule of fines and penalties adopted by the governing body in the form, of a citation for violation of any such provision; and,

WHEREAS, payment of fines, as provided by this resolution, must be received at the Violations Bureau prior to the date set for court; and,

WHEREAS, payment may only be in cash, personal check, money order, credit card, or cashier's check; and,

WHEREAS, at the time of payment, the person must sign a written plea of guilty or nolo contendere; and,

WHEREAS, in addition to the minimum fine the Municipal Court Clerk shall collect all fees required by applicable Oklahoma State Law and Municipal Ordinance; and

WHEREAS; the City Council adopts the following schedule of penalties and fines for the violation of the Mustang Municipal Codes, to be added to and not in exclusion of the schedule of penalties and fines set forth in Resolution No. 24-001;

BE IT THEREFORE RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF MUSTANG, OKLAHOMA:

SECTION 1. CONTENT.

1. Resolution number 24-001 is hereby amended to include the following schedule of penalties and fines:

VIOLATION

**ORDINANCE
/STATUTE**

MINIMUM FINE

ANIMAL-UNLAWFUL KEEPING, MAINTAINING,
RAISING OF DOMESTIC LIVESTOCK AND
SMALL ANIMALS

14-6

\$206.00

2. Implementation and Term.

Subsection 1 of Section 1 above shall be implemented and in effect on or after September 3, 2024, and shall continue in effect thereafter unless or until amended or modified.

3. Effective Date and Payment of Fines and Penalties.

Effective this 3rd day of September, 2024, the foregoing fines and penalties, together with those set forth in Resolution No. 24-001, assessed for violations of the provisions of the Mustang Municipal Code are payable in the Violations Bureau upon a written plea of guilty or nolo contendere in the Municipal Court of the City of Mustang, Oklahoma.

SECTION 2. REPEALER.

All Resolutions or parts of Resolutions in conflict herewith are hereby repealed; provided, the schedule of penalties and fines for the violation of the Mustang Municipal Codes set forth herein are to be added to and shall not be in exclusion of the schedule of penalties and fines set forth in Resolution No. 24-001.

PASSED AND APPROVED this 3rd day of September, 2024.

THE CITY OF MUSTANG

Brian Grider, Mayor

ATTEST:

Tammi Noblitt, City Clerk

APPROVED as to form:

Jonathan E. Miller, City Attorney

MEMORANDUM

TO: ALL PERSONNEL
FROM: JUDGE HUDDLESTON
DATE: SEPTEMBER 5, 2024
REF: MUNICIPAL BONDS

THE BELOW LIST OF BONDS SHALL BE ADDED TO OR AMEND THE MUNICIPAL BOND LIST EFFECTIVE SEPTEMBER 5, 2024.

<u>VIOLATION</u>	<u>ORDINANCE/STATUTE</u>	<u>BOND</u>
ANIMAL-UNLAWFUL KEEPING, MAINTAINING, RAISING OF DOMESTIC LIVESTOCK AND SMALL ANIMALS	14-6	\$206.00

SO ORDERED this ____ day of September, 2024.



Judge Huddleston, Municipal Judge



Mustang City Council Agenda Item Report

Meeting Date: September 3, 2024

Submitted by: Tammi Noblitt

Submitting Department: City Clerk

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject Title:

Consideration of Resolution No. 25-008 of the City Council of the City of Mustang, Oklahoma, approving the Amended Agreement for the Associations of Central Oklahoma Governments date May 30, 2024.

Recommendation:

Approval and passage of Resolution.

Initiator:

Angela Wood, Municipal Court Clerk, and Jon Miller, City Attorney

Background:

Consideration of Resolution No. 25-008 of the City Council of the City of Mustang, Oklahoma, approving the Amended Agreement of the Association of Central Oklahoma Governments date May 30, 2024.

Financial Impact:

Staff Comments:

Staff recommends approval.

Attachments:

[Res 25-008 ACOG Agreement.pdf](#)

[Attachment to Resolution for Recommended Amendments 05-30-2024.pdf](#)

RESOLUTION NO. 25-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSTANG, OKLAHOMA, FOR APPROVAL OF MAY 30, 2024 AMENDMENTS TO THE 1983 AMENDED AGREEMENT CREATING THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER.

THAT WHEREAS, The 1983 Amended Agreement creating the Association of Central Oklahoma Governments (hereinafter called "Agreement") may be altered, amended or otherwise modified upon a vote representing more than 50percent of the total weighted vote of a quorum of the Board of Directors representing a minimum of six(6) entities or more present, at any meeting, provided that such amendment, alteration, or modification shall have to being ratified by a majority of the member governments, and approved by the Attorney General prior to it becoming affective.

WHEREAS, The Agreement with recommended amendments, as detailed in the attachment, were approved by the ACOG Board of Directors on May 30, 2024.

BE IT THEREFORE RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF MUSTANG, OKLAHOMA that is does hereby approve the Agreement, with said recommended amendments being approved by the ACOG Board of Directors on May 30, 2024.

PASSED AND APPROVED this 3rd day of September, 2024.

THE CITY OF MUSTANG

Brian Grider, Mayor

ATTEST:

APPROVED as to form:

Tammi Noblitt, City Clerk

Jonathan E. Miller, City Attorney

ATTACHMENT TO RESOLUTION

1983 AMENDED AGREEMENT CREATING THE
ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS
WITH RECOMMENDED AMENDMENTS

REVISED DRAFT

ASSOCIATION OF
CENTRAL OKLAHOMA GOVERNMENTS
(ACOG)
AGREEMENT

AMENDED - _____, 2024

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~~AMENDMENT~~

~~SECTION I—Duration of Agreement~~

~~(A) The duration of this agreement shall be extended five (5) years from March 31, 1983, as adopted by the Board of Directors on that date.~~

~~Amendment adopted March 31, 1983.~~

AMENDED AGREEMENT CREATING THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

PREAMBLE

WHEREAS the 30th Oklahoma Legislature enacted Title 74, O.S. (1971) § 1001 - 1008a permitting public agencies to enter into agreements with one another for joint or cooperative action pursuant to the provisions of said act; and

WHEREAS, pursuant thereto, it is the purpose and desire of the undersigned public agencies to create a Council of Governments to enable said public agencies to more efficiently use their powers by cooperating with each other on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to a form that will accord best with geographic, economic, population, and other factors influencing the needs and development of said public agencies.

NOW, THEREFORE, the Association of Central Oklahoma Governments is hereby created by agreement of the parties hereto, under the authority of Title 74, O.S. (1971) § 1001 - 1008a, in accordance with the following provisions:

The Agreement ~~For The Organization~~ for the organization of Association of Central Oklahoma Governments, dated June 26, 1966, is hereby amended in its entirety to read as hereinafter provided.

SECTION I

Duration of the Agreement and Organization Created Thereby

- (A) The duration of ~~this the~~ Agreement ~~shall be~~ and organization per a 1973 amendment was set for five (5) years from the effective date of approval by the appropriate ~~approving officials.~~ governing body making a recommendation of either continuing or ceasing the created organization. In 1983 the Board of Directors amended the Agreement to extend it and the organization another five (5) years from March 31, 1983. Hereafter, as amended, the term of the organization shall be from year to year without the necessity of a formal renewal by the Board of Directors, thereby making the duration of the amended Agreement perpetual.
- (B) The Board of Directors created pursuant to this Agreement shall review the Agreement and the ~~entity organization~~ created ~~annually and make recommendations therefor. The same procedure concerning annual review by the Board of Directors shall be applied to the entity created at the end of the entity's fifth (5th) year of existence and recommend continuing or ceasing.~~ at its own discretion and recommend amendments to the membership for ratification, when deemed necessary.
- (C) There is hereby created a third entity (~~organization~~) which shall be separate and apart from the signatory members hereto and shall owe its legal existence to this Agreement. Said entity shall be known as "Association of Central Oklahoma Governments," herein referred to as ACOG, and shall be a separate legal entity for the purposes that are set forth in this Agreement.
- (D) ACOG is a voluntary association with membership open to all units of general local government within the delineated Sub-State Planning Region 8, as established pursuant to Governor's Executive Order of May 21, 1971. Local governments outside of the Sub-State Planning Region 8 that share a mutual boundary with the region may become members of ACOG with the approval of the Board of Directors (refer to membership process below).
- (E) ACOG Membership:
- (a) Units of local government may join ACOG by passage of an ordinance, resolution or otherwise, pursuant to law of the governing body of the unit of local government seeking membership and signing of this Agreement. Units of local Government joining ACOG shall be designated as "members."

The various attributes of membership concerning voting, dues and the like are detailed in Sections I and IV of this Agreement. Each respective local unit of government in the ACOG region and adjacent thereto, if approved by the Board, shall select its voting member to the association. They shall select ~~not more than two (2) alternate members~~ at least one (1) alternate member by the same process. ~~Either of~~ The alternate members may serve in the absence of the regular selected representative and have all the voting privileges and rights of the regular selected representative and such representative shall be a member of the governing Board of Directors.

Such appointment shall be in writing and shall specify the power or powers delegated thereto and shall be filed with the ACOG Board of Directors, duly signed by the appointing authority. Provided, however, such alternates shall be elected officials from the appropriate local unit of government or public agency.

(b) Board of Directors of ACOG, Creation and Selection:

There is hereby created a Board of Directors of ACOG which shall serve as the governing body of ACOG. Each ~~individual member~~ on the Board of Directors shall be designated as a "Director" and as such, shall have all the attributes of a Director as so stated in Article IV of this agreement.

The Board of Directors shall be selected as follows:

- (1) The Governing Board of each county that is a member of ACOG shall select one (1) member from the Board of County Commissioners who shall be designated as a Director.
- (2) The Governing Board of each member unit of local Government shall select one (1) member from ~~such the~~ respective Governing Board who shall be designated as a Director.

(c) Associate Membership:

All other entities that fall outside of the category of units of local government but are within the definition of Public Agency as defined by the Interlocal Cooperation Act, Title 74 O.S. (1971) § 1001 - 1008a, shall be eligible for "Associate Membership" status in ACOG.

Those entities seeking membership in the Associate Member category shall pay a nominal membership fee, as established by the Board of Directors of ACOG, prior to being allotted membership in ACOG, Annual assessments shall be provided for as determined by the Board of Directors.

(d) Weighted Vote of Board of Directors:

Each Director representing a county member shall have two {2} votes for purposes of weighted voting.

Except as provided above, each Director shall have a weighted vote in accordance with the following schedule:

(1) Each Director representing a total population of less than 75,000 shall have one (1) vote for each 2,500 population or fraction thereof.

(2) Each Director representing a total population of more than 75,000 shall have the votes as provided in (1) above for the first 75,000 population and one (1) additional vote for each additional 7,000 population therein or fraction thereof.

SECTION II

Functions and Purposes of ACOG

- (A) The Association of Central Oklahoma Governments is organized as a forum for full and open discussion, study, and resolution of area wide problems of mutual interest and concern to its participating members.
- (B) The paramount function of the Association of Central Oklahoma Governments is to promote and enhance the cooperative identification of common issues, differences, and problems ~~in the physical, of the member governments, while targeting~~ economic, social, and fiscal well-being of the region, its citizens, and business enterprises, and the coordinated resolution and implementation of policy matters and programs of action for the mutual interest of all.
- (C) To the maximum extent feasible, in carrying out the functions of ACOG, utilization of member staff resources is encouraged ~~in order~~ to minimize the duplication of effort, minimize costs, and draw upon the experience and expertise of members ~~in order~~ to promote and strengthen local capability to develop area wide cooperation and continuity.

- (D) The identification and determination of locally perceived issues, problems, and priorities requiring concerted coordinated action of a multi-jurisdictional nature.
- (E) The development and implementation of area wide goals, policies, and programs which provide for and enhance the individual and collective planning and development programs of member entities and the ACOG area.
- (F) To assist member entities with direct professional and technical services when requested and authorized, when such activities are compatible with ACOG's adopted work program and adequate resources are available.
- (G) To function as an Area Wide Coordinating Organization and as a regional clearinghouse for Federal or State Funds or Projects that are required by State or Federal Law or regulations to proceed through some formal review by an organization like ACOG and by virtue of initial certification and maintenance of a continuing, viable program of necessary area wide coordinating activities.
- (H) To perform any such other functions as the Board of Directors shall deem appropriate for ACOG. This shall include action by the Board of Directors on behalf of all or part of the membership to negotiate and consummate contractual agreements of mutual interest to concerned federal, state, and local governments.
- (I) To permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.
- (J) To provide a practical and organized means by which the public agencies within the ACOG area may cooperate and coordinate their activities as set forth herein to achieve maximum benefits and results.
- (K) To provide means and services for coordinating the individual and intergovernmental activities of and within the public agencies for the betterment of the ACOG area.

- (L) As approved by the Board of Directors, ~~and in coordination with the Oklahoma State Planning Agency,~~ to prepare and develop an overall area wide comprehensive development program, and revisions and updating thereof, for long range growth, which programs include, but are not limited to, adequate land use, housing, open space, public utilities, transportation, and economic planning, and contain a specific programs for district cooperation, self-help initiatives, and the strategic investment of public resources, both financial and human.
- (M) To coordinate a program for planning and development ~~in order~~ to improve the physical, economic, social, and environmental conditions in the region.
- (N) To carry out such research, planning, and advisory functions as are required by the Board of Directors.
- (O) To render such non-financial assistance to its member governmental units as is within the scope and range of its activities and purposes.
- (P) To facilitate cooperation and coordination of activities with Federal and State Agencies, as well as Regional Partners, having responsibility for planning and developing natural, human, and physical resources of the region, as well as planning, legislative, or executive authorities of neighboring states, regions, counties, or municipalities.

SECTION III

Board of Directors

The Board of Directors shall be the governing board of ACOG. A quorum as per Section IV (D) of the Board of Directors shall be solely responsible for the specific policies of ACOG, and for the administration of all its funds. It shall have the power to administer all funds and property of ACOG as it deems necessary or appropriate. The Board of Directors of ACOG shall have the power to promulgate and adopt any such Bylaws as deemed appropriate. It shall have the sole power to employ the Executive Director. The Board shall have the authority to rent ~~office space~~ and/or purchase real property for ACOG staff operations, and purchase such services, equipment and/or supplies as may be deemed necessary to conduct the business of ACOG in accordance with the organization's adopted Procurement Policy.

SECTION IV

Financing of the ~~Entity Created~~ Organization

The financing of the joint undertaking contemplated by this Agreement and the organization created thereby shall be accomplished in the following manner:

- (A) The financing of the ACOG basic assessment shall be in direct proportion to the total weighted vote of each Director on the Board of Directors, in accordance with Section I. Assessments for other activities shall be determined by the Board of Directors.
- (B) All financing shall be as follows: The budget shall include the required amount of funds needed to operate ACOG for one (1) fiscal year. This amount shall be financed as provided above.
- (C) ~~In April of~~ each year prior to budget and assessment schedule recommendations ~~in May~~, the ACOG staff will submit to the Board of Directors for its adoption, an estimate of population of Sub-State Planning Region 8 and the members of ACOG therein ~~and members adjacent to the region~~, which shall serve, when adopted, as the determination of population for representation and assessment purposes. The ~~larger-most recent~~ numerical population ~~reflected by either the Oklahoma Employment Security Commission's most recent final population projects, or the estimates provided by the U.S. Bureau of the Census Special Count population statistics for each ACOG member shall be used by the ACOG staff in submitting population estimates for adoption. Any change in the weighted vote provisions of Section I (E) (d) hereof necessitated by the above provisions pertaining to population counts shall become effective on the immediately following July 1 of the then-current year.~~
- (D) Directors representing ~~in excess of 50%~~ a majority (more than 50 percent) of the total weighted vote of the Board of Directors shall constitute a ~~meeting of the Board of Directors requiring compliance with the Oklahoma Open Meeting Act. Directors representing a majority of the total weighted votes of the Board of Directors and representing a minimum of six (6) member entities present shall constitute a quorum necessary for the transaction of business. A quorum shall consist of twelve (12) entities present.~~
- (E) In transacting the business of the Board of Directors, all questions must receive a minimum vote ~~in excess of 50%~~ of more than 50 percent of the total weighted vote representing six (6) entities or more of the Board of Directors to pass.

- (F) All official votes cast in the conduct of the business of the Board of Directors shall be subject to roll call vote on [the](#) request of any Director.
- (G) The Board of Directors shall elect a [Chairman](#), [Vice-Chairman](#) and ~~Secretary-Treasurer~~ [Secretary/Treasurer](#). The officers of the Board of Directors shall be elected at the regular May meeting [of](#) each year. Such officers shall hold office for one-year terms, or until their successors shall be elected and qualified. No officer may succeed himself/[herself](#) in more than one consecutive term.
- (H) The Board ~~of Directors may hold its meetings and keep the books of the Board at such place as it may from time to time determine.~~ shall delegate to ACOG the responsibility of keeping correct and complete books and records of accounts, and meeting minutes of the Board of Directors at the principal office of the organization.
- (I) The Board of Directors shall ~~appoint, fix salary of and remove the~~ employ an Executive Director [to direct report to the Board of Directors, who shall serve at the pleasure of the Board. The Executive Director's compensation shall be approved by the Board of Directors.](#)
- (J) The Board of Directors shall ~~have sole authority to initiate and review all planning activities, grants and contracts, and shall adopt or approve any study or plans.~~ be responsible for the review, approval, and adoption of regional plans, programs, and initiatives, and of all ACOG policy documents, including but not limited to an annual budget and work plan, strategic/implementation plans, annual work programs, annual independent audit, and personnel policies.
- (K) The Board may establish standing and ad hoc policy and administrative, management, and technical advisory committees as it deems necessary and helpful to the exercise of its responsibilities under this Agreement. [These committees shall include but are not limited to the Executive Committee, Nomination Committee, Budget Committee, Building Review Committee, and the Agreement & Bylaws Committee.](#)
- (L) The Board may [also create and](#) appoint ~~sub-committees from the~~ Directors [to sub-committees.](#)
- (M) Should a vacancy occur in the members of the Board of Directors, a successor shall be selected by the original appointing authority or authorities.

- (N) All Directors of the Board of Directors shall serve without compensation, but may be reimbursed for actual expenses incurred in the performance of their official duties upon the approval of such expenses by the Board of Directors.
- (O) The Board of Directors, solely, is through ACOG empowered to receive and expend all grants, gifts, and bequests, specifically including Federal and State funds and other funds available for the purposes for which this organization exists, and to contract with the United States, State of Oklahoma, and all other legal entities with respect thereto.
- (P) Dues are assessed and payable July 1 each year. Voting privileges are forfeited upon non-payment of dues within 120 days of July 1.

SECTION V

Meetings of the Board of Directors

- (A) The Board of Directors shall meet monthly, except for the month of July. Written notice of ~~such meetings and the business to be transacted thereat shall be served upon or mailed to each member of the Board at least seven (7) days prior to the meeting.~~ all regular monthly meetings shall be in compliance with the requirements of the Oklahoma Open Meeting Act and provided to each voting member. An agenda shall be required for such meetings. All meetings of the Board of Directors shall be held at the principal ACOG office or at other locations, if deemed necessary, within the ACOG region.
- (B) Special meetings of the Board may be called by the Chair~~man~~person ~~upon three (3) days notice to each Board member, either by special delivery mail or by telegram.~~ with notice in compliance with the requirements of the Oklahoma Open Meeting Act and delivered as written notice to all voting members. Special meetings shall be called by the Chair~~man~~person ~~in a like manner and on like notice upon the written request upon written demand~~ of five (5) Board members. ~~The notice of all special meetings of the Board shall include a written statement of the purposes of the special meeting and business of such meeting shall be restricted thereto.~~ Only the specific item(s) of business specified in the notice for special meetings shall be conducted at such meeting. Such meetings shall be held at the principal ACOG office or at other locations, if deemed necessary, within the ACOG region.

- (C) All meetings of the Board of Directors of ACOG ~~will be held under the guidance of and pursuant to the public meeting laws of the State of Oklahoma.~~ shall be conducted in compliance with applicable State Law.

SECTION VI

Notices

Whenever any notice is required to be given under the provisions of the Agreement to any member, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

SECTION VII

Executive Director

The Executive Director shall be the Chief Administrative Officer of ACOG. The powers and duties of the Executive ~~Officer~~ Director are:

- (A) To appoint, supervise, and remove all employees of ACOG.
- (B) Annually to prepare and present a proposed budget and work plan to the Board of Directors and to administer an approved budget and work plan, subject to dictates and powers of the Board of Directors thereof.
- (C) Authorized to sign and execute contracts on behalf of ACOG in accordance with the adopted Procurement Policy.
- (D) Acts for and represents the Board of Directors in all ACOG public engagements and media requests, and shall direct day-to-day operations for the agency.
- (E) To perform such other additional duties as the Board of Directors may require.

SECTION VIII

Amendment of Agreement

This Agreement may be altered, amended, or otherwise modified ~~pursuant to a majority-~~ upon a vote representing more than 50 percent of the total weighted vote of a quorum of the Board of Directors representing a minimum of six (6) entities or more present, at any meeting, provided that such amendment, alteration, or modification shall have to be ratified by a majority of the member~~s~~ governments, and approved by the Attorney General prior to it becoming effective.

SECTION IX

Dissolution

- (A) Dissolution of ~~the~~ ACOG shall be affected upon a vote representing ~~in excess of 50%~~ more than 50 percent of the total weighted vote of a quorum of the Board of Directors representing a minimum of six (6) entities or more present, provided that such action shall be ratified by a majority of the member governments and approved by the Attorney General prior to becoming effective.
- (B) Upon dissolution or final liquidation of the ACOG, after discharge or satisfaction of all outstanding obligations and liabilities, the remaining assets, if any, of ACOG shall be distributed to the members in the same proportion to which each member contributed to in the form of dues, assessments to the overall cost of the operations of the ACOG during the fiscal year of such dissolution or final liquidation.

SECTION X

Withdrawal of Membership

Any member may withdraw from the Association by passage of a resolution of its elected governing body terminating its membership under the interlocal agreement establishing ACOG.

SECTION XI

Effective Date

This Agreement shall become effective and final upon approval of the Attorney General of Oklahoma, and other appropriate officials with statutory or constitutional powers over this Agreement, and shall remain in full force and effect until the organization is dissolved under the provisions of Section IX or terminated as herein provided.

SECTION XII

Execution

This Agreement may be executed in multiple counterparts by each unit of local government party hereto, and each such copy shall be executed by the chief elected executive officer of each such member unit of local government, attested and sealed by the clerk thereof, pursuant to the proper adoption and execution of a Resolution of the governing board of the respective units of local government, to which a copy of this Agreement is affixed and of

which it forms a part, and all such multiple counterparts shall together be considered as one and the same Agreement.



Mustang City Council Agenda Item Report

Meeting Date: September 3, 2024

Submitted by: Melissa Helsel

Submitting Department: Community Development

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject Title:

Consideration of Resolution 25-010 of the City Council of the City of Mustang, Oklahoma, Approving and Accepting the Community Development Block Grant (CDBG) for the Meadows Park Walking Trails Project as Complete.

Recommendation:

Approve or Deny Resolution

Initiator:

Melissa Helsel

Background:

As part of the close-out process for the Meadow Park Walking Trail CDBG project, The Department of Commerce requires a resolution to be approved by the City Council acknowledging the project's completion. The project has been completed and was inspected by staff and city engineers.

Financial Impact:

Staff Comments:

Staff recommends approval of the resolution so a final close-out package may be sent to ODOC for final payment and closing of the project.

Attachments:

[Res 25-010 CDBG Completion 9-3-24.pdf](#)

[CDBG Final Inspection Signature Sheet 9-3-24.pdf](#)

RESOLUTION NO. 25-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSTANG, OKLAHOMA, APPROVING AND ACCEPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FOR THE MEADOWS PARK WALKING TRAILS PROJECT AS COMPLETE

WHEREAS, the City of Mustang received and accepted a CDBG grant, grant no. 17981 CDBG 20, to fund the following improvement:

Meadow Park Walking Trail

WHEREAS, the City of Mustang contracted with Red River Homes, LLC to construct the project listed above; and,

WHEREAS, the City of Mustang took over the project on June 4, 2024 and has completed the project; and

WHEREAS, a final inspection has been done and the City's consulting engineer has recommended acceptance of the project as complete, including approval of final payment of costs for the project; and,

BE IT THEREFORE RESOLVED by the City Council of the City of Mustang, Oklahoma, that the City of Mustang accepts the 17981 CDBG 20 Mustang Park Walking Trail project as being complete.

ADOPTED AND APPROVED at the regular meeting of the City Council of the City of Mustang, Oklahoma and duly signed by the Mayor this 3rd day of September, 2024

Brian Grider, MAYOR

ATTEST:

Tammi Noblitt, CITY CLERK

APPROVED AS TO LEGAL FORM THIS 3RD DAY OF SEPTEMBER, 2024

Jonathan E. Miller, CITY ATTORNEY

CDBG Project Completion / Final Inspection

(Note: CDBG contracts may have more than one activity, please submit a completed form for each.)

CDBG Grantee: City of Mustang, Oklahoma

CDBG Contract Number: 17981 CDBG-SC-2020-Mustang C1-00113

CDBG Certified Grant Administrator (as applicable): _____

Project Activity: Walking Trail in neighborhood park

Contractor & Company Name: Red River Homes

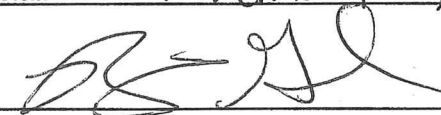
Construction/Activity Completion Date: 7/23/2024

Final Inspection Date: 7/24/2024

Certifications:

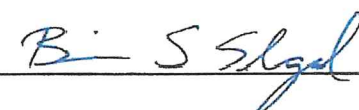
To the best of my knowledge, this is to certify that all work/improvements made on this CDBG project has been completed in accordance with the grant application, grant agreement, and bid specifications, authorized change orders, and that there are no pending issues. This certification is for the benefit of all parties of said improvements.

Print Name of Chief Elected Official: Brian Grider, Mayor City of Mustang

Signature Chief Elected Official:  Date: 8/6/24

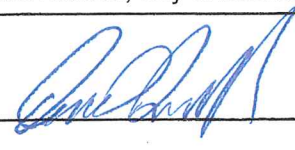
Print Name of Engineer/Architect: Brian Schwegal, PE

Print Name of Associated Firm: Cowan Group Engineering Phone 405-463-3369

Signature Engineer/Architect:  Date: 7/29/2024

Print Name of Inspector/ Other: David Russell, City of Mustang Project Manager Phone 405-376-4521 ex 1219

(as applicable)

Signature Inspector/Other:  Date: 7/31/2024



Mustang City Council Agenda Item Report

Meeting Date: September 3, 2024

Submitted by: Janet Watts

Submitting Department: Law

Item Type: Resolution

Agenda Section: DISCUSSION ITEMS

Subject Title:

*Consideration of Joint Resolution No. 25-009, a Joint Resolution of the City Council of the City of Mustang, Oklahoma and the Mustang Improvement Authority Establishing Sanitation Rates; Providing an Effective Date; and Providing for Repealer.

Recommendation:

Approve Resolution.

Initiator:

Jon Miller, City Attorney & Janet Watts, Finance Director

Background:

This Joint Resolution provides for rate adjustment to sanitation rates for the period beginning October 1, 2024, and adjusts rates in Schedule A of the Joint Resolution.

Financial Impact:

Staff Comments:

Staff recommends approval.

Attachments:

[Res 25-009 Joint Resolution Establishing Annual Rates.pdf](#)

**CITY OF MUSTANG, OKLAHOMA
JOINT RESOLUTION NO. 25-009**

**A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MUSTANG, OKLAHOMA AND THE MUSTANG IMPROVEMENT
AUTHORITY ESTABLISHING SANITATION RATES; PROVIDING AN
EFFECTIVE DATE; AND PROVIDING FOR REPEALER**

WHEREAS, the City Council of the City of Mustang and the Mustang Improvement Authority are authorized to establish fees for sanitation and related matters; and

WHEREAS, the following schedule of fees for roll-off sanitation service is reasonable and necessary;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MUSTANG IMPROVEMENT AUTHORITY AND THE CITY COUNCIL OF THE CITY OF MUSTANG, OKLAHOMA that a fee per collection, pickup, or cart is hereby established to be assessed and collected by the City of Mustang/Mustang Improvement Authority for sanitation service and that Joint Resolution 24-012 is hereby superseded by this Resolution:

SECTION 1. SANITATION RATES.

(A) Residential Sanitation Rates

Residential - polycart (per month)	\$ 21.17
Special Bulk pickup (per load)	\$ 67.95
Extra polycart (per month)	\$ 14.23
Extra polycart pickup (per pickup)(per polycart)	\$ 14.23

(B) Commercial and Roll-Off Sanitation Service:

Commercial Polycart (per month)	\$ 24.38
Extra Commercial Polycart (2 PC)	\$ 47.78
Extra Commercial Polycart (3 PC)	\$ 71.65
Extra Commercial Polycart (4 PC)	\$ 95.54
Extra Commercial Polycart (5 PC)	\$119.42
Extra Commercial pickup (1x per week)	\$ 51.85
Extra Commercial pickup (2x per week)	\$103.68
Extra Commercial pickup (3x per week)	\$155.53
Extra Commercial pickup (4x per week)	\$207.33
Extra Commercial pickup (5x per week)	\$259.17
Extra Commercial pickup (6x per week)	\$311.02
Extra Commercial pickup (7x per week)	\$362.86
Container Lock Bar (per container)	\$ 12.87
Westchester Apartment	\$ 30.82
Individual Resident (4-6 yds)	\$ 11.66

The monthly rates for commercial and roll-off sanitation services shall be as provided in schedule A attached hereto.

(C) Tree Limb Disposal:

Standard Pick-Up Load	\$ 16.82
Truck and Trailer (16 foot or less)	\$ 32.34
Truck and Trailer (longer than 16 feet)	\$ 64.68

SECTION 2. RATE INCREASES.

Sanitation rates shall increase in each subsequent year by 2% or the consumer price index as published by the CPI Index for All Urban Consumers (CPI-U) South – Size Class B/C, whichever is greater. Rate increases shall be effective on October 1 of each year beginning with October 1, 2024.

SECTION 3. EFFECTIVE DATE.

The sanitation rates set forth herein are effective upon adoption of this resolution and shall continue in effect unless or until amended or modified.

SECTION 4. REPEALER.

All resolutions or parts of resolution in conflict with the provision of this resolution are hereby repealed, including but not limited to Joint Resolution 24-012.

ADOPTED AND APPROVED by Mayor and Council of the City of Mustang, Oklahoma on the 3rd day of September, 2024.

Brian Grider, Mayor
City of Mustang

ADOPTED AND APPROVED by the City Council of the City of Mustang, Oklahoma on the 3rd day of September, 2024.

Brian Grider, Mayor

ATTEST:

Tammi Noblitt, City Clerk

Approved as to form:

Jonathan E. Miller, City Attorney

Schedule A - Commercial and Roll-off Sanitation Service Rates

Residential Polycart - flat (90-gallon plastic cart)	1x	\$ 21.17
	2x	\$ 35.40
	3x	\$ 49.59
	4x	\$ 63.83
	5x	\$ 78.05
Special Bulk pickup (per load)		\$ 67.95
OKC Corporate (Duplexes on one meter)		\$ 550.31
Extra Polycart (minimum 6 months)	1x	\$ 14.23
Extra Polycart (minimum 6 months)	2x	\$ 21.34
Extra Polycart (minimum 6 months)	3x	\$ 32.01
Extra Polycart (minimum 6 months)	4x	\$ 48.01
Extra Pickup for resident		\$ 14.23
Commercial Polycart		\$ 24.38
Extra Polycart Commercial	2x	\$ 47.78
Extra Polycart Commercial	3x	\$ 71.65
Extra Polycart Commercial	4x	\$ 95.54
Extra Polycart Commercial	5x	\$ 119.42
Extra Pick-up Commercial	1x	\$ 51.85
Extra Pick-up Commercial	2x	\$ 103.68
Extra Pick-up Commercial	3x	\$ 155.53
Extra Pick-up Commercial	4x	\$ 207.33
Extra Pick-up Commercial	5x	\$ 259.17
Extra Pick-up Commercial	6x	\$ 311.02
Extra Pick-up Commercial	7x	\$ 362.86
Westchester Apartments		\$ 30.82
Apartment 4-6 yards (each resident)		\$ 11.66
Sanitation (failure to pay) - Reset of picked up PC due to non-payment		\$ 15.00
2 yard	1x	\$ 32.27
	2x	\$ 66.78
	3x	\$ 101.49
	4x	\$ 134.32
	5x	\$ 169.09
	6x	\$ 203.84
3 yard	1x	\$ 48.85
	2x	\$ 100.87
	3x	\$ 152.44
	4x	\$ 204.24
	5x	\$ 255.84
	6x	\$ 304.68
4 yard	1x	\$ 60.51
	2x	\$ 121.60
	3x	\$ 184.02
	4x	\$ 258.53

	5x	\$ 337.90
	6x	\$ 420.87
6 yard	1x	\$ 92.98
	2x	\$ 187.82
	3x	\$ 280.46
	4x	\$ 396.41
	5x	\$ 516.16
	6x	\$ 632.58
8 yard	1x	\$ 115.17
	2x	\$ 242.66
	3x	\$ 390.50
	4x	\$ 547.62
	5x	\$ 694.32
	6x	\$ 826.05
6 yard compactor	1x	\$ 375.56
	2x	\$ 553.96
	3x	\$ 626.52
Late Fee (failure to pay sanitation service when due)		\$ 15.00
Container locks		\$ 12.87
Container castors		\$ 23.72
Roll-off Services:		
COMPACTORS		
4 yd Compactor - container box - rental (Wal-greens)	1x	\$ 329.68
4 yd Stationary Compactor - per haul		\$ -
42 yd Compactor - container box - rental		\$ 137.78
42 yd Stationary Compactor - per haul		\$ 565.48
1-Compactor Shredder - 2 yd		NC
Compactor Cardboard - 6 yd		NC
30 yd self-contained compactor - rental		\$ 329.68
30 yd self-contained compactor - per haul		\$ 586.77
34 yd self-contained compactor - rental (a)		\$ 329.68
34 yd self-contained compactor - per haul		\$ 594.60
CONTAINERS		
20 yd open top roll-off container - rental		\$ 329.68
20 yd open top roll-off container - per haul		\$ 612.26
30 yd open top roll-off container - rental		NC
30 yd open top roll-off container - per haul		\$ 649.56
40 yd open top roll-off container - rental		NC

40 yd open top roll-off container - per haul		\$ 640.47
RECLYING BIN (recycling polycart) - 12 month contract		\$ 5.50
Recycling bin (2)		\$ 11.00

Tree Limb Removal:		Oct-24
Standard Pick-up Load		\$ 16.82
Truck and Trailer (16 foot or less)		\$ 32.34
Truck and Trailer (longer than 16 feet)		\$ 64.68



Mustang City Council Agenda Item Report

Meeting Date: September 3, 2024

Submitted by: David Russell

Submitting Department: Managerial Department

Item Type: Resolution

Agenda Section: DISCUSSION ITEMS

Subject Title:

*Consideration of Resolution 25-011 of the City Council of the City of Mustang, Oklahoma, and the Mustang Improvement Authority, Establishing Phase 2 of the SW 89th St. Reconstruction Project.

Recommendation:

Recommend Approval

Initiator:

David Russell

Background:

With the construction of Phase 1 progressing on schedule, staff would like to establish Phase 2 of the reconstruction project. Phase 2 will provide widening of SW 89th to 4 lanes from the current project at SH-4 west to Mustang Rd. Reconstruction of the intersection at SW 89th & Mustang Rd. and the section of S. Mustang Rd. north to the railroad crossing will be included in this project.

Financial Impact:

6,662,070.50

Staff Comments:

Staff Recommends Approval

Attachments:

[SW89th Phase 2 Project Resolution.pdf](#)

**CITY OF MUSTANG
AND THE
MUSTANG IMPROVEMENT AUTHORITY**

RESOLUTION NO. 25-011

**A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MUSTANG, OKLAHOMA, AND THE MUSTANG IMPROVEMENT
AUTHORITY, ESTABLISHING PHASE 2 OF THE CITY OF MUSTANG'S
89th STREET RECONSTRUCION PROJECT.**

WHEREAS, increasing traffic congestion along arterial roadways throughout Mustang is a significant issue for the citizens of Mustang; and

WHEREAS, the traffic congestion along our arterial roadways causes unnecessary travel delays and increases harmful vehicle emissions; and

WHEREAS, construction of this project will provide relief to arterial roadway congestion in Mustang; and

WHEREAS, the total project cost, including engineering and construction, is estimated to be \$6,662,070.50; and

WHEREAS, city staff will apply for grant funding through the Association of Central Oklahoma Governments (ACOG) to reimburse the City of Mustang for \$5,329,656.40 of the total project costs.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MUSTANG OKLAHOMA AND THE MUSTANG IMPROVEMENT AUTHORITY, that staff begin development of Phase 2 of the City of Mustang's SW 89th St. Reconstruction Project.

BE IT FURTHER RESOLVED by the City Council of the City of Mustang and the Mustang Improvement Authority that city staff is authorized to complete all documents deemed necessary to apply for and facilitate the receipt of the Association of Central Governments (ACOG) Surface Transportation Block Grant Program and, upon receipt, to administer said grant by the rules and regulations established by the United States of America, the State of Oklahoma, and all empowered agencies thereof.

[Remainder of page left intentionally blank.]

ADOPTED AND APPROVED by the City Council of the City of Mustang, Oklahoma,
and the Mustang Improvement Authority on this 3rd day of September 2024

Brian Grider
Mayor, City of Mustang

ATTEST:

Tammi Noblitt
Mustang City Clerk
[SEAL]

Brian Grider, Chairman
Mustang Improvement Authority

Approved:

Jonathan E. Miller
City Attorney