Mustang City Council

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

Mustang City Council

MUSTANG CITY COUNCIL

Tuesday, December 2, 2025 – 7:00 PM
MUSTANG MUNICIPAL BUILDING
1501 N. MUSTANG ROAD
MUSTANG, OKLAHOMA 73064

A. **CALL TO ORDER**

B. **PLEDGE OF ALLEGIANCE/INVOCATION**
Pastor Steve Cowan, My Church Mustang

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 11/4/2025 City Council Minutes.

F.2 Approval of 11/12/2025 Special City Council Minutes.

F.3 Claims List for FY26.

F.4 Retirement requested through the Oklahoma Municipal Retirement Fund (OkMRF) for Finance Director, Janet Watts, effective December 19, 2025

F.5 Approval to Turn Past Due Library Accounts over to Collection Agency.

G. INFORMATION/REPORTS

G.1 Oath of Office for Mayor, Michael Ray.

G.2 Recognition of Mustang Police Officers.

G.3 City Manager Report

G.4 City Council Report

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 Ordinance No. 1333 an Ordinance of the City of Mustang, Oklahoma, Declaring a Police Vehicle Surplus, Authorizing the Sale of such Vehicle pursuant to Mustang Code of Ordinances Sec. 2-196; Authorizing and Directing the City Manager to execute Documents to complete the Transfer; and Providing for Severability.

H.2 Discussion, Consideration, and Possible Action Regarding Acceptance of the Annual Comprehensive Financial Report and Report on Internal Control and Compliance with Government Auditing Standards for Fiscal Year ending June 30, 2025.

H.3 Consideration of Cable Franchise Extension Agreement between the City of Mustang and CoxComm, LLC.

H.4 *Consideration for Approval of the Water Meter Systems Agreement with Ameresco, Inc.

H.5 *Discussion, Consideration, and Possible Action to Approve Agreement between Municipal Finance Services, Inc. and the City of Mustang and its Public Trust including the Mustang Improvement Authority.

H.6 *Discussion, Consideration, and Possible Action to Approve Agreement between The Public Finance Law Group, PLLC and the City of Mustang and its Public Trust including the Mustang Improvement Authority.

H.7 *Discussion, Consideration, and Possible Action regarding Resolution No. 26-016, a Resolution of the City of Mustang, Oklahoma (the "City") approving the incurrence of Indebtedness by The Mustang Improvement Authority (the "Authority") issuing, sale and delivery of a promissory note of the Authority to the Oklahoma Water Resources Board; ratifying and confirming a lease agreement, as amended, by and between the City and the Authority pertaining to certain water and sanitary sewer systems; ratifying and confirming a sales tax agreement by and between the City and the Authority pertaining to a year-to-year pledge of certain sales tax revenue; and containing other provisions related thereto.

H.8 *Discussion, Consideration, and Possible Action regarding Resolution No. 26-017, a Resolution of the Mustang Improvement Authority (the "Borrower") approving and authorizing a Clean Water SRF Loan from the Oklahoma Water Resources Board in the total aggregate principal amount of not-to-exceed $6,200,000; approving the issuance of a promissory note in the total aggregate principal amount of not-to-exceed $6,200,000 secured by a pledge of revenues and authorizing its execution; approving and authorizing the execution of a loan agreement for loan agreement for Clean Water SRF Loan; designating a local trustee and approving and authorizing the execution of a trust agreement, approving and authorizing the execution of a security agreement, ratifying and confirming a lease agreement, as amended, by and between the City of Mustang, Oklahoma (the "City") and the borrower pertaining to certain water and sanitary sewer systems; ratifying and confirming a sales tax agreement by and between the City and the Borrower pertaining to a year-to-year pledge of certain sales tax revenue; approving various covenants; approving and authorizing application to the Oklahoma Water Resources Board; approving and authorizing professional services agreements; approving and authorizing the establishment of a project costs disbursement account and the payment of fees and expenses; and containing other provisions related thereto.

I. MATTERS FOR EXECUTIVE SESSION

I.1 Consideration of City Manager's Employment Agreement; and, proposed Executive Session as authorized by 25 Okla. Stat. 307(B)(1).

J. ADJOURNMENT

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

Agenda Item No: F.1

Mustang City Council Agenda Item Report

Meeting Date: December 2, 2025
Submitted by: Tammi Noblitt
Submitting Department: City Clerk
Item Type: Minutes
Agenda Section: CONSENT AGENDA

Subject Title:
Approval of 11/4/2025 City Council Minutes.

Recommendation:

Initiator:
Tammi Noblitt

Background:
Approval of November 4, 2025 City Council Minutes.

Financial Impact:

Staff Comments:

Attachments:
11-4-2025 City Council Mintues.pdf

MUSTANG CITY COUNCIL
NOVEMBER 4, 2025

The Mustang City Council met in regular session on Tuesday, November 4, 2025, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Thursday, October 30, 2025 at 3:48 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE/INVOCATION - Fr. Tim Baer, Grace Church

C. ROLL CALL

Councilmembers Present: **Reddick**
Leete
Wald
Waugh
Balliew
Sholund

Councilmembers Absent: **Mayor Vacancy**

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

Ms. Donna Gleason, 1625 W. Wellington Way, Mustang, OK stated that the West side of town is in need of updates. The Welcome sign at SW 59th & Clear Springs needs to be completely restored. At the same location, the intersection is dangerous and the City needs Police presence there. It would be beneficial to have a traffic light at that location as well. Ms. Gleason stated that the community would like to see more business development on the west side.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

City Manager, Tim Rooney informed Council of an Addendum to the Claims List.

F. CONSENT AGENDA

F.1 Approval of 10/4/2025 City Council Minutes.

F.2 *Claims List for FY26.

F.3 Approval to Turn Past Due Library Accounts over to Collection Agency.

MOTION was made by **Councilman Wald,** seconded by **Vice Mayor Sholund** to Approve the Consent Agenda Items F.1 thru F.3.

AYE: Leete, Waugh, Balliew, Sholund
NAY: None

G. INFORMATION/REPORTS

G.1 Recognition of Katie Matthis, Oklahoma Telecommunicator of the Year.

G.2 Recognition of Lt. Dylan Wilson, National Outstanding Officer Award.

G.3 City Manager Report
Recognition of Veterans employed by the City.

G.4 Council Reports

Councilwoman Balliew stated it was quite in her Ward.

Councilman Waugh wanted to thank Ms. Gleason for speaking and representing the West side of the City. Construction moving along.

Councilman Wald stated his ward was quiet.

Councilman Leete thanked City employee Veterans.

Councilman Reddick nothing to report.

Vice Mayor Sholund stated Ward VI is quiet. Also, thanked City Staff for implementing an avenue of Utility payment assistance during Government Shutdown.

H. DISCUSSION ITEMS

H.1 Consideration of Resolution 26-011, Authorizing the Application for Grant Funds through the Oklahoma 911 Management Authority for the Purpose of Meeting the Requirements of the State of Oklahoma Geographic Information NG911 and Addressing Standard.

Community Development Director, Ryan Conner state that this NG911 Grant would assist in a clean up of City mapping and allow GIS for the City in general. The Grant is 100% reimbursed and Staff recommends approval.

MOTION was made by **Councilwoman Balliew,** seconded by **Councilman Leete** to Approve Resolution 26-011.

AYE: Reddick, Leete, Wald, Waugh, Balliew, Sholund
NAY: None

H.2 Consideration of Resolution 26-013 Establishing the SH-152 Traffic Signal Synchronization Project.

Assistant City Manager, Justin Battles noted that application for an ACOG Grant was made to update our traffic signal system throughout the City. This would be an 80/20% grant looking forward to approximately $700k reimbursement. Staff recommends approval.

MOTION was made by **Councilman Wald,** seconded by **Vice Mayor Sholund** to Approve Resolution 26-013.

AYE: Reddick, Leete, Wald, Waugh, Balliew, Sholund
NAY: None

H.3 Consideration of Resolution No. 26-014, a Resolution of the City Council of the City of Mustang, Oklahoma adopting administrative policies and setting fees and costs for requests for records submitted pursuant to the Oklahoma Open Records Act, 51 Okla. Stat. § 24A.1, *et seq*.; Providing an effective date; and Providing for repealer.

City Attorney, Jon Miller informed council of the November 1 State Statute changes regarding the Open Records Act. Adopting the new policies and providing a new form is recommended by staff.

MOTION was made by **Councilman Waugh,** seconded by **Councilman Wald** to Approve Resolution 26-014.

AYE: Reddick, Leete, Wald, Waugh, Balliew, Sholund
NAY: None

H.4 Consideration of Ordinance No. 1331 an ordinance of the City of Mustang, Oklahoma, Amending the Mustang Code, (A) Chapter 52, Article I, by (1) Repealing Secs. 52-101 through 52-111 in Their Entirety; and (2) Adding New Sec. 52-101 Defining Terms; New Sec. 52-102 Providing for License, Fee and Penalty; New Sec. 52-103 Providing for Application Procedure; New Sec. 52-104 Providing License Term; New Sec. 52-105 Imposing Restrictions on Food Sales from Vehicles; New Sec. 52-106 Providing for Special Event Notifications and Limiting Numbers of Events; New Sec. 52-107 Providing for Public Event Permits; New Sec. 52-108 Providing for Termination or Revocation of License and for Hearing; New Sec. 52-109 Providing for Violations and Penalties; and (B) Chapter 42, Sec. 42-52 to Revise Fees Relating to Food Service; Providing for Repealer; Providing for Severability; and, Declaring an Emergency.

Community Development Director, Ryan Conner informed Council of HB1076 which became effective November 1, 2025 regarding Mobile Food Trucks. The City has cleaned our Ordinances to reflect the State House Bill.

Councilman Waugh asked when is a Food Truck not mobile anymore? Noting that we have a few that park and never move. **Community Development Director, Ryan Conner** state that HB1076 would allow them to stay on private property as long as they wanted.

Councilwoman Balliew asked what major changes were factored in. **Community Development Director, Ryan Conner** stated the cost(decreased to $20) and zoning.

MOTION was made by **Councilman Leete,** seconded by **Councilwoman Balliew** to Approve Ordinance 1331.

AYE: Reddick, Leete, Wald, Waugh, Balliew, Sholund
NAY: None

H.5 Consideration of Ordinance No. 1332, an ordinance of the City of Mustang, Oklahoma, amending Chapter 114 by adding new Section 114-226 to include as an offense the using of a hand-held electronic device or the holding or using of a cellular phone in a properly marked school zone during certain times or in a road construction zone, defining terms, establishing a penalty, and limiting confiscation of devices; Declaring Repealer; Providing for severability; and Declaring an emergency.

City Attorney, Jon Miller informed Council of new State law beginning November 1, 2025 that allows municipalities to address the use of electronic devices in school and construction zones and establish fees for violations through the Municipal Court.

MOTION was made by **Councilman Wald,** seconded by **Councilman Waugh** to Approve Ordinance 1332.

AYE: Reddick, Leete, Wald, Waugh, Balliew, Sholund
NAY: None

MOTION was made by **Vice Mayor Sholund,** seconded by **Councilman Leete** to Approve the declaration of an emergency.

AYE: Reddick, Leete, Wald, Waugh, Balliew, Sholund
NAY: None

H.6 Consideration of Resolution No. 26-012, a Resolution of the City Council of the City of Mustang, Oklahoma, amending Resolution No. 24-001 to add to the Minimum Fine Schedule for violations of the City of Mustang Code of Ordinances; Providing for an effective date; and Providing for repealer.

City Attorney, Jon Miller stated that the minimum fine regarding Ordinance 1332 has been presented at $100. Staff recommends approval.

MOTION was made by **Councilman Waugh,** seconded by **Councilman Wald** to Approve Resolution No. 26-012

AYE: Reddick, Leete, Wald, Waugh, Balliew, Sholund
NAY: None

H.7 *Consideration for Approval of Change Order #2 and Final Pay Application #12 on the Lift Station #4 Reconstruction Project.

City Attorney, Jon Miller informed Council that the mediation with Young Contracting had been resolved resulting in Change Order #2 in the amount $30,533.65 to be paid to the designated Bond council. NOTE: providing signatures are completed by Bond council.

MOTION was made by **Vice Mayor Sholund,** seconded by **Councilman Wald** to Approve Change Order #2

AYE: Reddick, Leete, Wald, Waugh, Balliew, Sholund
NAY: None

I. MATTERS FOR EXECUTIVE SESSION

I.1 Consideration of possible purchase of real property; and, possible executive session as authorized by 25 Okla. Stat. § 307(b)(3).

MOTION to Adjourn to Executive Session made by **Vice Mayor Sholund** seconded by **Councilman Wald** at 7:44pm.

AYE: Reddick, Leete, Wald, Waugh, Balliew, Sholund
NAY: None

Returned from Executive Session at 7:54pm.

MOTION to proceed as discussed in Executive Session made by **Councilman Reddick** seconded by **Councilman Leete**.

AYE: Reddick, Leete, Wald, Waugh, Balliew, Sholund
NAY: None

J. ADJOURNMENT

MOTION was made by **Councilman Wald**, seconded by **Vice Mayor Sholund**, to adjourn.

AYE: Reddick, Leete, Waugh, Balliew, Sholund
NAY: None

The meeting was adjourned at **7:54 p.m.**

____
Nathan Sholund, Vice Mayor

Attest:

____
Tammi Noblitt, City Clerk

Agenda Item No: F.2

Mustang City Council Agenda Item Report

Meeting Date: December 2, 2025
Submitted by: Tammi Noblitt
Submitting Department: City Clerk
Item Type: Minutes
Agenda Section: CONSENT AGENDA

Subject Title:
Approval of 11/12/2025 Special City Council Minutes.

Recommendation:

Initiator:
Tammi Noblitt

Background:
Approval of November 12, 2025 Special City Council Minutes.

Financial Impact:

Staff Comments:

Attachments:
11-12-2025 Special City Council Mintues.pdf

MUSTANG CITY COUNCIL
SPECIAL MEETING
NOVEMBER 12, 2025

The Mustang City Council met in regular session on Wednesday, November 12, 2025 at 5:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Friday, November 7, 2025 at 10:45 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Vice Mayor Sholund called the meeting to order at **5:01 p.m.**

B. ROLL CALL

Councilmembers Present:	**Reddick**
	Leete
	Wald
	Waugh
	Sholund
Councilmembers Absent:	**Balliew**
	Mayor Vacancy

AYE: Leete, Wald, Waugh, Sholund
NAY: None

C. DISCUSSION ITEMS

C.1 Approval of Resolution No. 26-015, a Resolution of the City Council of the City of Mustang calling for a Municipal Election for the City of Mustang, Oklahoma, pursuant to Article 6 of the Charter of the City of Mustang, Oklahoma and providing for Dates for Elections and Filing Periods; Providing for Qualifications; and Providing for the Election to be Conducted by the Canadian County Election Board.

MOTION was made by **Councilman Waugh,** seconded by **Vice Mayor Sholund,** to approve Resolution No. 26-015

AYE: Reddick, Leete, Wald, Waugh, Sholund
NAY: None

D. ADJOURNMENT

MOTION was made by **Vice Mayor Sholund**, seconded by **Councilman Wald**, to adjourn.

AYE: Reddick, Leete, Wald, Waugh, Sholund
NAY: None

The meeting was adjourned at **5:02 p.m.**

____
Nathan Sholund, Vice Mayor

Attest:

____
Tammi Noblitt, City Clerk

Agenda Item No: F.3

Mustang City Council Agenda Item Report

Meeting Date: December 2, 2025
Submitted by: Ashley Neely
Submitting Department: Finance
Item Type: Approval
Agenda Section: CONSENT AGENDA

Subject Title:
Claims List for FY26.

Recommendation:
Approve.

Initiator:
Lea Willrath

Background:
Claims List for FY26.

Financial Impact:
$499,844.81

Staff Comments:

Attachments:
GF Claims List - FY26.pdf

FUND: 01 GENERAL FUND

DEPT/VENDOR	VENDOR	INV #	DATE	PO #		GL ACCT	DESCRIPTION	AMOUNT
DEPT: 00	MAYOR AND COUNCIL							
01 J0041	ARLEDGE & ASSOCIATES	52344	11/5/2025	26-0316	01	500-5327	SINGLE AUDIT	$2,300.00
01 C0108	COWAN GROUP ENGINEERING	10331	11/5/2025	26-0222	01	500-5336	SYMES DEVELOPMENT	$448.00
01 C0108	COWAN GROUP ENGINEERING	10331A	11/5/2025	26-0222	01	500-5336	HIDDEN LAKE ESTATES	$639.00
							DEPT TOTAL:	$3,387.00
DEPT: 01	CITY ATTORNEY							
01 B0222	BRADLEY WERNER	24406	10/31/2025	26-0870	01	501-5335	COX FRANCHISER	$442.50
							DEPT TOTAL:	$442.50
DEPT: 11	CITY MANAGER							
01 B0274	BLUE CROSS/BLUE SHIELD	202511134628	11/18/2025	26-0025	01	511-5112	RETIREE HEALTH	$3,317.07
01 D1082	DELTA DENTAL PLAN	202511134629	11/18/2025	26-0024	01	511-5112	RETIREE DENTAL	$460.98
01 S0137	STANDARD INSURANCE	202511134630	11/18/2025	26-0023	01	511-5112	RETIREE VISION	$68.64
01 G0133	GROUPONE SERVIC	110627	10/31/2025	26-0266	01	511-5327	BACKGROUND CHECK	$61.05
01 P0216	PAYCOR	INV00073679	10/21/2025	26-0118	01	511-5327	PAYCOR SOFTWARE	$639.00
01 M0234	MUSTANG TIMES	MT619845	10/16/2025	26-0291	01	511-5331	LEGAL PUBLICATION	$67.20
							DEPT TOTAL:	$4,613.94
DEPT: 12	LIBRARY							
01-A0170	AMAZON CAPITAL	1PJT-FDD1-F7M3	11/3/2025	26-0958	01	512-5603	ADULT BOOKS	$773.68
01 B1023	BAKER & TAYLOR	5019666257	10/20/2025	26-0095	01	512-5603	BOOKS	$625.44
01 I0023	INGRAM LIBRARY	91441880	10/23/2025	26-0089	01	512-5603	BOOKS - YA	$189.57
01 I0023	INGRAM LIBRARY	91518842	10/27/2025	26-0088	01	512-5603	BOOKS - JUVENILE	$103.04
01 I0023	INGRAM LIBRARY	91518843	10/27/2025	26-0089	01	512-5603	BOOKS - YA	$48.50
01 M0263	MIDWEST TAPE	507950999	10/28/2025	26-0097	01	512-5604	AUDIO/VIDEO -Y	$44.19
01 M0263	MIDWEST TAPE	507985762	11/4/2025	26-0098	01	512-5604	AUDIO/VIDEO -J	$54.19
01 M0263	MIDWEST TAPE	507985763	11/4/2025	26-0096	01	512-5604	AUDIO/VIDEO	$37.19
							DEPT TOTAL:	$1,875.80
DEPT: 13	PARKS AND RECREATION							
01 U0027	UNITED RENTALS	254750251-001	10/29/2025	26-0817	01	513-5302	LIGHT TOWERS	$1,442.00
01 F0078	FIRST CHOICE COFFEE	OK-798708	10/31/2025	26-0191	01	513-5353	MEETING SUPPLIES	$223.43
01 RF0181	ANNTRICIA BRAY	202511134634	11/4/2025	26-0977	01	513-5357	ROOM RENTAL REFUND	$262.50
01 C0286	CIVICPLUS, LLC	354376	10/31/2025	26-0192	01	513-5360	CIVIC REC SOFTWARE	$551.26
01 C0106	CINTAS CORPORATION	4248306212	10/30/2025	26-0201	01	513-5605	JANITORIAL SUPP	$27.69
01 C0106	CINTAS CORPORATION	4249037998	11/6/2025	26-0201	01	513-5605	JANITORIAL SUPP	$70.55
01 S0393	TORRANCE STEPENY	110	11/10/2025	26-0985	01	513-5619	REFEREE - 4/5 BBALL	$1,050.00
							DEPT TOTAL:	$3,627.43
DEPT: 15	GENERAL GOVERNMENT							
01 S0173	STANDLEY SYSTEM	INV1880021	10/31/2025	26-0356	01	515-5313	COPIER LEASE/USAGE	$2,481.50
01 D0088	ODOC-DEPT OF CORR	UNCCC-306 1025	11/3/2025	26-0245	01	515-5353	INMATE LABOR	$540.00
01 M0341	METRASENS INC	11848	11/13/2025	26-0940	01	515-5353	SERVICE AGREE ME	$1,695.00
01 S0306	SHAY'S PEST CONTROL	103125-2	10/30/2025	26-0354	01	515-5353	PEST CONTROL SE	$600.00
01 S0306	SHAY'S PEST CONTROL	2403	10/29/2025	26-0354	01	515-5353	PEST CONTROL SE	$160.00
01 S0085	SILVER STAR CON	35921	10/31/2025	26-0035	01	515-5395	STREETS & MOWING	$80,671.89
01 S0085	SILVER STAR CON	35922	10/31/2025	26-0007	01	515-5397	MAINTENANCE CAP	$12,243.68
							DEPT TOTAL:	$98,392.07
DEPT: 18	TOWN CENTER							
01 J1071	JAN-PRO	INV254205	11/1/2025	26-0199	01	518-5322	TOWN CENTER CLEANING	$3,595.00
01-A0227	ALLIED ELEVATOR	2150772	11/3/2025	26-0205	01	518-5371	MONTHLY MAINT	$175.00
01 C0106	CINTAS CORPORATION	4248306212	10/30/2025	26-0201	01	518-5610	JANITORIAL SUPP	$517.31
01 C0106	CINTAS CORPORATION	4249037998	11/6/2025	26-0201	01	518-5610	JANITORIAL SUPP	$567.34
01 E0115	ERC WIPING PROD	IN05605774	10/30/2025	26-0202	01	518-5610	GYM WIPES	$99.90
01 H0165	HOME DEPOT U.S.	900137027	10/29/2025	26-0203	01	518-5610	JANITORIAL SUPPLIES	$281.04
01 H0165	HOME DEPOT U.S.	901296988	11/6/2025	26-0203	01	518-5610	JANITORIAL SUPPLIES	$277.85
01-A0110	ALL SEASON BUIL	423388	10/27/2025	26-0732	01	518-5631	EQUIPMENT	$11.00
01-A0110	ALL SEASON BUIL	423586	10/30/2025	26-0732	01	518-5631	EQUIPMENT	$17.57
01-A0227	ALLIED ELEVATOR	2150829	11/3/2025	26-0205	01	518-5664	BUILDING REPAIR	$505.00
01 G0086	GRAINGER	9689759166	10/28/2025	26-0757	01	518-5664	PARTS FOR REPAIR	$69.10
01 H0193	HAMPTON FIRE SECURITY	12457562	10/15/2025	26-0213	01	518-5664	ALARM SYSTEM REPAIR	$306.39
							DEPT TOTAL:	$6,422.50
DEPT: 19	BALL COMPLEX							
01 J0150	MATTHEW JONES	120	11/7/2025	26-0963	01	519-5327	ADULT FALL LEAGUE	$600.00
01 F0144	405 TECHNOLOGY	3239	11/1/2025	26-0232	01	519-5360	POS SYSTEM FOR	$349.64
01 C0106	CINTAS CORPORATION	4242316811	9/4/2025	26-0229	01	519-5612	JANITORIAL, PAP	$57.44
01 C0106	CINTAS CORPORATION	4246831997	10/16/2025	26-0229	01	519-5612	JANITORIAL, PAP	$262.91
01 A2017	PIZZA HUT	271231	10/13/2025	26-0701	01	519-5616	PIZZAS FOR CONC	$75.00

01 A2017	PIZZA HUT	271232	10/12/2025	26-0701	01	519-5616	PIZZAS FOR CONC	$45.00
01 A2017	PIZZA HUT	271260	10/2/2025	26-0701	01	519-5616	PIZZAS FOR CONC	$105.00
01 A2017	PIZZA HUT	271262	10/4/2025	26-0701	01	519-5616	PIZZAS FOR CONC	$165.00
01 A2017	PIZZA HUT	271263	10/5/2025	26-0701	01	519-5616	PIZZAS FOR CONC	$155.00
01 A2017	PIZZA HUT	271264	10/6/2025	26-0701	01	519-5616	PIZZAS FOR CONC	$105.00
01 A2017	PIZZA HUT	271265	11/1/2025	26-0701	01	519-5616	PIZZAS FOR CONC	$145.00
01 L0052	LOCKE SUPPLY CO	56856286-00	10/31/2025	26-0842	01	519-5621	ZIP TIES, PLUMB	$140.00
01-A0110	ALL SEASON BUIL	421857	10/9/2025	26-0732	01	519-5663	EQUIPMENT	$10.18
01-A0110	ALL SEASON BUIL	421902	10/10/2025	26-0732	01	519-5663	EQUIPMENT	$18.58
01-A0110	ALL SEASON BUIL	422495	10/17/2025	26-0732	01	519-5663	EQUIPMENT	$47.38
01-A0110	ALL SEASON BUIL	423043	10/25/2025	26-0732	01	519-5663	EQUIPMENT	$36.22
01-A0110	ALL SEASON BUIL	423073	10/23/2025	26-0732	01	519-5663	EQUIPMENT	$2.84
01-A0110	ALL SEASON BUIL	423625	10/30/2025	26-0732	01	519-5663	EQUIPMENT	$11.13
01-A0110	ALL SEASON BUIL	423690	10/31/2025	26-0732	01	519-5663	EQUIPMENT	$77.97
							DEPT TOTAL:	$2,409.29
DEPT: 21	FINANCE							
01 O0197	OMCCA	16129542	11/6/2025	26-0295	01	521-5392	ANNUAL MEMBERSHIP	$55.00
01 O0197	OMCCA	16129645	11/6/2025	26-0296	01	521-5392	ANNUAL MEMBERSHIP	$55.00
							DEPT TOTAL:	$110.00
DEPT: 31	COMMUNITY DEVELOPMENT							
01 R0143	RAZOR SHARP	447	10/31/2025	26-0797	01	531-5330	MOWING ABATEMENT	$475.00
01 S0373	STRICKLAND BROTHERS	00543-53025	11/6/2025	26-0181	01	531-5613	BULK OIL & LUBE	$151.98
							DEPT TOTAL:	$626.98
DEPT: 41	POLICE DEPARTMENT							
01 B0109	BOARD OF TESTS	17539	11/3/2025	26-0436	01	541-5310	INTOXILYZER CLASS	$62.00
01 U0055	UNIFIRST HOLDINGS	2770286947	11/6/2025	26-0495	01	541-5322	ENTRY MATS CLEANING	$40.56
01 G0148	GUARDIAN ALLIANCE	31271	10/31/2025	26-0936	01	541-5327	BACKGROUND INVESTIGATION	$345.00
01 R0194	ROBERSON PHD	202511134633	11/8/2025	26-0906	01	541-5327	NEW HIRE PSYCH EVAL	$1,200.00
01 T0029	THOMSON REUTERS	852765562	11/1/2025	26-0430	01	541-5392	CLEAR INVESTIGATION	$277.67
01 F0078	FIRST CHOICE COFFEE	OK-828786	11/2/2025	26-0418	01	541-5610	ICE MACHINE RENTAL	$141.75
01 C0232	COPS PRODUCTS	202506061	11/7/2025	26-0411	01	541-5611	BALLISTIC VESTS	$3,015.00
01 B0090	BIG O TIRES	036052-71837	10/14/2025	26-0403	01	541-5613	OIL CHANGES	$89.83
01 B0090	BIG O TIRES	036052-71984	10/18/2025	26-0403	01	541-5613	OIL CHANGES	$86.83
01 B0090	BIG O TIRES	036052-72136	10/24/2025	26-0403	01	541-5613	OIL CHANGES	$85.83
01 B0090	BIG O TIRES	036052-72411	11/4/2025	26-0403	01	541-5613	OIL CHANGES	$85.83
01 M0170	MUSTANG ALIGNMENT	271-11042025	11/4/2025	26-0423	01	541-5621	MISC VEHICLE MAINTENANCE	$30.00
01 M0170	MUSTANG ALIGNMENT	279-11062025	11/6/2025	26-0423	01	541-5621	MISC VEHICLE MAINTENANCE	$30.00
							DEPT TOTAL:	$5,490.30
DEPT: 42	ANIMAL WELFARE							
01 O0273	OKLAHOMA HUMANE	2350649	10/27/2025	26-0452	01	542-5327	SPAY & NEUTERS	$120.00
01 O0273	OKLAHOMA HUMANE	2353612	10/31/2025	26-0452	01	542-5327	SPAY & NEUTERS	$175.00
01 M0340	MWI VETERINARY	63785369-100625	10/6/2025	26-0454	01	542-5610	MEDICATIONS & VACCINES	$140.70
01 M0340	MWI VETERINARY	63791741-100625	10/6/2025	26-0454	01	542-5610	MEDICATIONS & VACCINES	$215.90
							DEPT TOTAL:	$651.60
DEPT: 43	OSHA GRANT							
01 L0129	LASER TECHNOLOGY	199363 RI	11/4/2025	26-0903	01	543-5971	TRUVISION LIDAR	$7,248.00
							DEPT TOTAL:	$7,248.00
DEPT: 51	FIRE							
01 B0137	BOUND TREE MEDICAL	85968802	10/23/2025	26-0752	01	551-5608	BOUND TREE MEDI	$687.50
01 N0125	NATIONAL REG OF EMT	1235	10/28/2025	26-0962	01	551-5610	EMT/PARAMEDIC	$150.00
01 C0065	CASCO INDUSTRIES	277501	10/28/2025	26-0514	01	551-5611	NOMEX PANTS & SHIRTS	$461.00
01 C0065	CASCO INDUSTRIES	277783	11/5/2025	26-0514	01	551-5611	NOMEX PANTS & SHIRTS	$654.00
01 C0232	COPS PRODUCTS	202505225	10/14/2025	26-0932	01	551-5611	WINTER COAT AND	$729.94
01 P0158	PRINT & STITCH	1624	11/5/2025	26-0747	01	551-5611	ANNUAL UNIFORM	$698.00
01 P0158	PRINT & STITCH	1625	11/5/2025	26-0840	01	551-5611	ANNUAL CLOTHING	$201.00
01 S1015	S&S TEXTILES	60746	10/29/2025	26-0515	01	551-5611	NEW FF DUTY UNIFORM	$188.30
01 S1015	S&S TEXTILES	60747	10/29/2025	26-0838	01	551-5611	ANNUAL CLOTHING	$6,907.64
01 B1149	BANNER FIRE EQUIPMENT	1111-11374	10/29/2025	26-0589	01	551-5621	E1 RADIATOR REPAIR	$8,441.94
01 O0025	O'REILLY AUTOMOTIVE	0309-404599	10/6/2025	26-0391	01	551-5621	VEHICLE REPAIR	$45.98
01 O0025	O'REILLY AUTOMOTIVE	0309-410105	11/4/2025	26-0391	01	551-5621	VEHICLE REPAIR	$5.08
01-A0110	ALL SEASON BUIL	423446	10/28/2025	26-0392	01	551-5664	BUILDING REPAIR	$16.73
							DEPT TOTAL:	$19,187.11
							FUND TOTAL:	$154,484.52

FUND: 05 PARK IMPROVEMENT

DEPT/VENDOR	VENDOR	INV #	DATE	PO #		GL ACCT	DESCRIPTION	AMOUNT
DEPT: 00	ADMINISTRATION							
01 S0085	SILVER STAR CONSTRUCTION	35922	10/31/2025	26-0007	05	500-5610	MAINTENANCE CAP	$1,973.60
							DEPT TOTAL:	$1,973.60
							FUND TOTAL:	$1,973.60

FUND: 11 PARK'S DONATION

DEPT/VENDOR	VENDOR	INV #	DATE	PO #		GL ACCT	DESCRIPTION	AMOUNT
DEPT: 00	ADMINISTRATION							
01 B1081	TRAVIS BRYCE	202511134631	11/10/2025	26-0941	11	500-5302	NERF DART BATTLES	$375.00
01 D0081	DALLAS PRO SOUND	5742	12/1/2025	26-0986	11	500-5302	LIGHTING - TREE	$875.00
01 E0176	EDSEL FORD	100-111225	11/12/2025	26-0967	11	500-5302	FESTIVAL SANTA	$150.00
01 G0063	LAWRENCE GRECH	2091-120125	12/1/2025	26-0965	11	500-5302	FESTIVAL BALLOONS	$250.00
01 P0071	MONA LISA FACE PAINTING	12012025	12/1/2025	26-0966	11	500-5302	FESTIVAL FACE PAINTING	$250.00
01 RF0182	FITZHUGH PEST	96113216CR	11/7/2025	26-0984	11	500-5302	SPOOKTACULAR REFUND	$350.00
							DEPT TOTAL:	$2,250.00

FUND TOTAL:	$2,250.00

FUND: 14 STREET DRAINAGE IMP

DEPT/VENDOR	VENDOR	INV #	DATE	PO #	GL ACCT	DESCRIPTION	AMOUNT
DEPT: 14	ADMINISTRATION						
01 S0085	SILVER STAR CONSTRUCTION	35922	10/31/2025	26-0007	14 514-5391	MAINTENANCE CONTRACT	$22,171.20
01 C0108	COWAN GROUP ENGINEERING	10332A	11/5/2025	26-0219	14 514-5620	GIS DATA ENTRY	$268.50
01 C0108	COWAN GROUP ENGINEERING	10332D	11/5/2025	26-0219	14 514-5620	GIS DATA ENTRY	$534.00
01 C0108	COWAN GROUP ENGINEERING	10332B	11/5/2025	26-0484	14 514-5641	ELDER DRIVE CULVERT	$6,959.00
						DEPT TOTAL:	$29,932.70
						FUND TOTAL:	$29,932.70

FUND: 27 GENERAL FUND

DEPT/VENDOR	VENDOR	INV #	DATE	PO #	GL ACCT	DESCRIPTION	AMOUNT
DEPT: 08	GEO BONDS						
01 B0042	BANK OF OKLAHOMA	MUSTANGGOB12111825	11/18/2025	26-0321	27 508-5751	2012 GO BOND IN	$7,265.63
01 B0042	BANK OF OKLAHOMA	MUSTANGGOB1211182A	11/18/2025	26-0322	27 508-5752	2012 GO BOND AD	$150.00
						DEPT TOTAL:	$7,415.63

FUND TOTAL: $7,415.63

FUND: 39 LIMITED PURPOSE

DEPT/VENDOR	VENDOR	INV #	DATE	PO #	GL ACCT	DESCRIPTION	AMOUNT
DEPT: 11	CITY MANAGER						
01 A2016	APPTEGY, INC.	INV33976	12/1/2025	26-0312	39 511-5971	APPTEGY THRILLS	$8,960.36
01 C1068	CDW-G	AG6259F	10/29/2025	26-0907	39 511-5971	PM CONFERENCER	$1,837.34
01 C2236	COPE NOTES	CN-MOK-11.5.25	11/5/2025	26-0163	39 511-5971	COPE NOTES	$15,500.00
01 G0112	GRANICUS, LLC	216774	10/20/2025	26-0980	39 511-5971	VOTECAST WEBSE	$2,650.00
						DEPT TOTAL:	$28,947.70
DEPT: 15	GENERAL GOVERNMENT						
01 A0239	AUTOMATED BUILD	25071C1-IN	10/8/2025	26-0545	39 515-5971	CITY HALL HVAC	$14,975.00
01 A0239	AUTOMATED BUILD	25071C2-IN	11/12/2025	26-0545	39 515-5971	CITY HALL HVAC	$15,110.00
01 B0297	BEALL POWER SOL	371	10/23/2025	26-0688	39 515-5971	ELECTRIC VEHICLE	$58,969.70
						DEPT TOTAL:	$89,054.70
DEPT: 18	PARKS & RECREATION						
01 D0014	DOUBLE BACK SERVICES	202511134632	11/4/2025	26-0974	39 518-5971	PAINTING METAL	$8,000.00
01 J0028	JOURNEY DATA SOLUTIONS	245	11/4/2025	26-0901	39 518-5971	CAT6A CABLE-TOW	$498.00
						DEPT TOTAL:	$8,498.00
DEPT: 42	ANIMAL WELFARE						
01 O0089	OK UPFITTERS	11229	11/4/2025	26-0892	39 542-5971	LIFTGATE FOR AC	$4,042.31
						DEPT TOTAL:	$4,042.31
DEPT: 61	STREETS						
01 P0215	PINNACLE CONSULTING	1-89-2-2	8/21/2025	26-0684	39 561-5971	RIGHT-OF-WAY AC	$5,027.00
						DEPT TOTAL:	$5,027.00
DEPT: 72	WATER						
01 P0049	PIONEER SUPPLY	INV89604	10/24/2025	26-0345	39 572-5971	PARTS FOR WATER	$1,948.06
						DEPT TOTAL:	$1,948.06
						FUND TOTAL:	$137,517.77

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		CITY ATTORNEY				
26-0021	01-H0045	RALPH STEVEN HUDDLESTON	JUDGE	12/2025	202511194650	1,900.00
26-0020	01-O0042	MICHEAL S. OGLESBY	CITY PROSECUTOR	12/2025	202511194651	864.00
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2025	202511194653	34.00
					DEPARTMENT TOTAL:	2,798.00
DEPARTMENT: 05		INFORMATION TECHNOLOGY				
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2025	202511194653	25.00
					DEPARTMENT TOTAL:	25.00
DEPARTMENT: 11		CITY MANAGER				
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2025	202511194653	83.00
					DEPARTMENT TOTAL:	83.00
DEPARTMENT: 12		LIBRARY				
26-0992	01-C1068	CDW LLC	INK CARTRIDGES	11/2025	AG8TJ5X	950.85
26-0088	01-I0023	INGRAM LIBRARY SERVICES LLC	BOOKS - JUVENILE	11/2025	91946767	298.32
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2025	202511194653	4.00
					DEPARTMENT TOTAL:	1,253.17
DEPARTMENT: 13		PARKS AND RECREATION				
26-0201	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	11/2025	4249769750	28.44
26-0191	01-F0078	DAIOHS USA, INC	MEETING SUPPLIES	9/2025	OK-651679	74.95
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2025	202511194653	133.00
					DEPARTMENT TOTAL:	236.39
DEPARTMENT: 15		GENERAL GOVERNMENT				
26-0037	01-A1000	ATWOOD DISTRIBUTING L.P.	ATWOODS SALES TAX	12/2025	202511194648	18,783.74
26-0038	01-K0127	KG SC HOLDINGS, LLC	HOMELAND SALES TAX REBATE	12/2025	202511194649	5,000.00
26-0002	01-O0014	OKLAHOMA MUNICIPAL ASSURANC	GEN LIAB/AUTO INSURANCE	11/2025	202511194655	45,227.75
26-0003	01-O0014	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INSURANCE	11/2025	202511194656	58,097.25
26-0298	01-O0014	OKLAHOMA MUNICIPAL ASSURANC	PUBLIC OFFICIAL BOARD	11/2025	202511194657	250.00
26-0293	01-O0125	OKLAHOMA ONE-CALL SYSTEM, I	OK ONE-CALL MEMBERSHIP	11/2025	2025M0499	5,192.40
					DEPARTMENT TOTAL:	132,551.14

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 18		TOWN CENTER				
26-0201	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	11/2025	4249769750	365.81
26-0211	01-D0134	DON'S PLUMBING INC	PLUMBING REPAIRS	11/2025	WO-9803	259.50
26-0202	01-E0115	ERC ACQUISITION INC.	GYM WIPES	11/2025	IN05621696	199.80
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2025	202511194653	17.00
					DEPARTMENT TOTAL:	842.11
DEPARTMENT: 19		BALL COMPLEX				
26-0227	01-B0154	ICE MAKER SALES & SERVICE I	CONCESSION EQUIP REPAIRS	11/2025	1113630-IN	355.00
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2025	202511194653	58.00
					DEPARTMENT TOTAL:	413.00
DEPARTMENT: 20		AQUATICS				
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2025	202511194653	17.00
					DEPARTMENT TOTAL:	17.00
DEPARTMENT: 21		FINANCE				
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2025	202511194653	42.00
					DEPARTMENT TOTAL:	42.00
DEPARTMENT: 31		COMMUNITY DEVELOPMENT				
26-0173	01-M0234	MUSTANG TIMES, LLC	LEGAL PUBLICATION	11/2025	MT619959	402.60
26-0180	01-O0096	OKLAHOMA UNIFORM BUILDING C	BUILDING PERMIT FEES	10/2025	OCT2025	340.00
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2025	202511194653	58.00
					DEPARTMENT TOTAL:	800.60
DEPARTMENT: 41		POLICE				
26-0420	01-F1023	FLOCK GROUP INC.	ANNUAL CAMERA AGREEMENT	11/2025	INV-79187	9,000.00
26-0424	01-N0077	US TREASURY	NIGHTVISION AGREEMENT	12/2025	202511194654	600.00
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2025	202511194653	808.00
26-0431	01-T1029	THOMAS L DAVIS	JAIL LAUNDRY SERVICE	10/2025	000931	430.00
					DEPARTMENT TOTAL:	10,838.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 42		ANIMAL WELFARE				
26-0443	01-D0090	STATE OF OK - DEPT OF PUBLI	OLETS USER FEES	11/2025	LET-020861A	18.00
26-0046	01-P0181	PLAN-IT FIRE, LLC	MONTHLY ALARM MONITORING	11/2025	20254745	41.00
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2025	202511194653	25.00
					DEPARTMENT TOTAL:	84.00
DEPARTMENT: 44		SUPPORT SERVICES				
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2025	202511194653	81.00
					DEPARTMENT TOTAL:	81.00
DEPARTMENT: 51		FIRE				
26-0380	01-00940	AUTOMATIC FIRE CONTROL, INC	VENTHOOD INSPECTIONS	11/2025	245851	315.00
26-0995	01-00940	AUTOMATIC FIRE CONTROL, INC	VENTHOOD INSPECTIONS	11/2025	245851A	303.00
26-0392	01-A0110	ALL SEASON BUILDING SUPPLY	BUILDING REPAIR & MAINT	11/2025	424943	33.57
26-0993	01-B0137	BOUND TREE MEDICAL LLC	EMS SUPPLIES	11/2025	85993680	3,123.35
26-0938	01-B1149	BANNER FIRE EQUIPMENT INC	ANNUAL PUMP TEST	11/2025	1111-11557	1,125.00
26-0569	01-O0215	OKLAHOMA STATE UNIVERSITY	OSU FST ROPE	11/2025	0099399	1,420.00
26-0979	01-P0186	BRENDA MEEKS	STRIP, SEAL & WAX FLOOR	11/2025	3091	405.00
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2025	202511194653	750.00
26-0908	01-T1087	THOMAS ENERGY SYSTEMS, INC	HMI MONITOR	11/2025	990330	455.74
					DEPARTMENT TOTAL:	7,930.66
					FUND TOTAL:	157,995.07

FUND: 08 - PD TRAFFIC ENFORCEMENT SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE ENFORCEMENT				
26-0415	01-D0090	STATE OF OK - DEPT OF PUBLIOLETS ACCESS FEES		11/2025	LET-020861	701.00
					DEPARTMENT TOTAL:	701.00
					FUND TOTAL:	701.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		JUVENILE				
26-0001	01-G0030	GENERAL FUND	TRANSFER TO GENERAL FUND	12/2025	202511194642	5,184.00
					DEPARTMENT TOTAL:	5,184.00
					FUND TOTAL:	5,184.00

FUND: 39 - LIMITED PURPOSE SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		GENERAL GOVERNMENT				
26-0859	01-S0390	SKT SECURITY, INC.	ACCESS CONTROL CARDS	10/2025	11887	600.00
					DEPARTMENT TOTAL:	600.00
DEPARTMENT: 72		WATER				
26-0164	01-C1197	CORE & MAIN LP	PARTS FOR WATER LINES	11/2025	CNV1000018348	1,593.43
26-0281	01-L0052	LOCKE SUPPLY CO	PARTS FOR WATER LINES	11/2025	56955769-00	197.09
					DEPARTMENT TOTAL:	1,790.52
					FUND TOTAL:	2,390.52

DEC 2025 VISA

DEPT			
501	ATTORNEY	$	2,500.00
511	CITY MANAGER	$	1,600.00
512	LIBRARY	$	6,000.00
513	PARKS & RECREATION	$	15,000.00
515	GENERAL GOVERNMENT	$	2,100.00
518	TOWN CENTER	$	3,000.00
520	AQUATICS	$	1,000.00
521	FINANCE	$	500.00
531	COMM. DEV.	$	1,100.00
541	POLICE	$	10,000.00
551	FIRE	$	7,000.00
TOTAL		$	49,800.00

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: December 2, 2025
Submitted by: Jessica Hunt
Submitting Department: Human Resources
Item Type: Approval
Agenda Section: CONSENT AGENDA

Subject Title:
Retirement requested through the Oklahoma Municipal Retirement Fund (OkMRF) for Finance Director, Janet Watts, effective December 19, 2025

Recommendation:
Staff recommends approval.

Initiator:
Jessica V. Hunt, Human Resource Director

Background:
Ms. Janet Watts has requested her retirement be effective December 19, 2025. The Oklahoma Municipal Retirement Fund requires the Retirement Committee (City Council) to approve all retirements.

Financial Impact:
None - only to the pension plan

Staff Comments:
Staff recommends approval of this Agenda Item.

Attachments:

Agenda Item No: F.5

Mustang City Council Agenda Item Report

Meeting Date: December 2, 2025
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 November 2025.

Financial Impact:
$1,379.42

Staff Comments:

Attachments:
November 2025 Collections Agency City Council Copy.pdf

NAME/RESPONSIBLE PARTY	CITY, STATE, ZIP	BOOK BALANCE
MALLISSA ARLENE BROWN	MUSTANG, OK. 73064	$92.92
JESSICA CAREY	MUSTANG, OK. 73064	$115.72
MICHELLE ANNE CLARK	MUSTANG, OK. 73064	$175.78
CHEYENNE VALENZUELA	MUSTANG, OK. 73064	$99.89
BRINLY MCADAMS	MUSTANG, OK. 73064	$77.00
JASON WAYNE LYOD	EDMOND, OK. 73012	$98.46
JULIE TAYLOR ANNE WHITEAKER	MUSTANG, OK. 73064	$81.95
BREANNA RAQUEL PLAGEMAN	OKLAHOMA CITY, OK. 73179	$60.97
BROOKE-LYNN A PETERSON	MUSTANG, OK. 73064	$112.84
JAYDE NICOLE LEON	YUKON, OK. 73099	$94.09
CAMRY JEAN SANDEFER	OKLAHOMA CITY, OK. 73128	$92.66
NICKY NICKY HOWELL	YUKON, OK. 73099	$86.88
JENNA MARIE HUNTER	YUKON, OK. 73099	$112.26
LAURA JO HOLLAND	MUSTANG, OK. 73064	$78.00
	TOTAL FOR INDIVIDUALS	$1,203.64
	TOTAL FOR FAMILY GROUP	$175.78
	OVERALL TOTAL	$1,379.42

Agenda Item No: H.1

Mustang City Council Agenda Item Report

Meeting Date: December 2, 2025
Submitted by: Mike Wallace
Submitting Department: Police Department
Item Type: Ordinance
Agenda Section: DISCUSSION ITEMS

Subject Title:
Consideration of Ordinance No. 1333 an Ordinance of the City of Mustang, Oklahoma, Declaring a Police Vehicle Surplus, Authorizing the Sale of such Vehicle pursuant to Mustang Code of Ordinances Sec. 2-196; Authorizing and Directing the City Manager to execute Documents to complete the Transfer; and Providing for Severability.

Recommendation:
Approve

Initiator:
Mike Wallace

Background:
The Police Department has an Animal Welfare vehicle that it desires to declare surplus.

Financial Impact:
$17,000

Staff Comments:
Staff recommends approval

Attachments:
Ord. 1333 Authorizing sale of Animal Welfare vehicle 2025.pdf

ORDINANCE 1333

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, DECLARING A POLICE VEHICLE SURPLUS, AUTHORIZING THE SALE OF SUCH VEHICLE PURSUANT TO MUSTANG CODE OF ORDINANCES SEC. 2-196; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE DOCUMENTS TO COMPLETE THE TRANSFER; AND PROVIDING FOR SEVERABILITY.

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

SECTION 1. PURPOSE.

The City of Mustang owns a used police vehicle described as follows:

Unit No.	Year	Make and Model	VIN	Value
229	2016	Chevrolet Silverado	VIN 1GC2CUEG7GZ296590	$17,000

(the "Vehicle"). The Vehicle is no longer used by the Mustang Police Department. The City of Mustang declares that the Vehicle is surplus and should be disposed of by the City.

SECTION 2. SALE OR DISPOSAL OF VEHICLE.

Pursuant to Section 4-4 of the Charter of the City of Mustang and Sec. 2-196 of the Mustang Code of Ordinances, the City Council hereby authorizes the sale of the Vehicle pursuant to the processes set forth in Code Sec. 2-196. The City Manager of the City of Mustang is hereby authorized and directed to execute the documents necessary to transfer title to the Vehicle to the purchasing public agency or the purchaser through competitive process.

SECTION 3. SEVERABIL1TY.

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

SECTION 4. EFFECTIVE DATE.

This ordinance shall be referred to a vote of the electors of the City if a legal and sufficient referendum petition is properly filed within thirty (30) days after its passage; otherwise, it shall go into effect thirty (30) days after its passage.

PASSED AND APPROVED this 2nd day of December, 2025.

____
Mayor

ATTEST:
[SEAL]

____
Tammi Noblitt, City Clerk

APPROVED as to form this 2nd day of December, 2025.

____
Jonathan E. Miller, City Attorney

Agenda Item No: H.2

Mustang City Council Agenda Item Report

Meeting Date: December 2, 2025
Submitted by: Janet Watts
Submitting Department: Finance
Item Type: Presentation
Agenda Section: DISCUSSION ITEMS

Subject Title:
Discussion, Consideration, and Possible Action Regarding Acceptance of the Annual Comprehensive Financial Report and Report on Internal Control and Compliance with Government Auditing Standards for Fiscal Year ending June 30, 2025.

Recommendation:
Acceptance.

Initiator:
Janet Watts, Finance Director

Background:
Arledge & Associates, P.C., Certified Public Accountants, has completed the audit of the financial statements for the City of Mustang for the fiscal year ended June 30, 2025.

The annual audit report will be formally presented by representatives of Arledge & Associates, P.C.

Financial Impact:
None

Staff Comments:
****NOTE****
Please refer to the Annual Financial Report book provided.

Attachments:

Agenda Item No: H.3

Mustang City Council Agenda Item Report

Meeting Date: December 2, 2025
Submitted by: Jon Miller
Submitting Department: Law
Item Type: Approval
Agenda Section: DISCUSSION ITEMS

Subject Title:
Consideration of Cable Franchise Extension Agreement between the City of Mustang and CoxComm, LLC.

Recommendation:
Approve Cable Franchise Extension Agreement

Initiator:
Jon MIller, City Attorney

Background:
The City of Mustang and CoxComm, LLC are parties to a Franchise Agreement for the provision of cable services. The City and CoxComm are negotiating the renewal of that Franchise Agreement. The City wants to extend the existing Franchise Agreement until the February 2026 council meeting to allow completion of those negotiations.

Financial Impact:
None

Staff Comments:
Staff recommends approval.

Attachments:
COX CABLE FRANCHISE EXENSION AGREEMENT.pdf

CABLE FRANCHISE EXTENSION AGREEMENT

This Cable Franchise Extension Agreement is made and entered into this 2nd day of December, 2025, by and between the City of Mustang, a municipal corporation, hereafter referred to as the "City", and CoxCom, LLC, a Delaware limited liability company qualified to do business in the State of Oklahoma, hereafter referred to as the "Company."

1. The City granted a franchise to the Company on December 1, 2015, which franchise was for a term of ten (10) years.

2. The Company requested renewal of its franchise.

3. The City and the Company are negotiating the renewal of said franchise and need additional time to conclude such negotiations.

4. City and Company hereby agree that the terms of the Company's existing franchise should be and are hereby extended until February 3, 2025.

CoxCom, LLC:

______________________________ __________

Name: ______________________ Date

Title: ______________________

City:

APPROVED by the City Council of The City of Mustang, Oklahoma, on the 2nd day of December, 2025.

____

Mayor

ATTEST:

____

Tammi Noblitt, City Clerk

APPROVED as to form this 2nd day of December, 2025.

____

Jonathan E. Miller, City Attorney

Agenda Item No: H.4

Mustang City Council Agenda Item Report

Meeting Date: December 2, 2025
Submitted by: Tammi Noblitt
Submitting Department: Managerial Department
Item Type: Approval
Agenda Section: DISCUSSION ITEMS

Subject Title:
*Consideration for Approval of the Water Meter Systems Agreement with Ameresco, Inc.

Recommendation:
Recommend Approval.

Initiator:
David Russell

Background:
This Water Meter Systems Agreement will utilize Ameresco, Inc. for the procurement, installation, and construction of new water meters and related ancillary equipment for the City of Mustang. The project includes the replacement of 8,049 water meters with AMI meters, development of a customer portal, and full integration of the AMI system with the existing utility and billing software currently utilized by the City's utility department. Ameresco Inc. has been selected through cooperative purchasing agreement number PCA OD-3656-22 on file with The Purchasing Cooperative of America.

Financial Impact:
$5,981,235.00

Staff Comments:
Staff Recommends Approval

Attachments:
Mustang_Imp_Auth_OK_Water_Meter_Systems_Agreement_Badger_Draft_to_City_10-29-25 (1).pdf

WATER METER SYSTEMS AGREEMENT

by and between

Ameresco, Inc.

and

Mustang Improvement Authority

Dated as of ____________________, 2025

Advanced Metering Infrastructure (AMI) Project

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SCHEDULES

EXHIBITS

WATER METER SYSTEMS AGREEMENT

This WATER METER SYSTEMS AGREEMENT (this "Agreement"), dated as of ________________ (the "Effective Date"), is entered into by and between Ameresco, Inc., a Delaware corporation with address of 202 South Live Oak, Tomball, TX 77375 ("Contractor"), and Mustang Improvement Authority, with an address of 1501 N. Mustang Road, Mustang, OK 73064 ("Owner"), with reference to the following matters:

R E C I T A L S

WHEREAS, Owner wishes to engage Contractor for the procurement, installation and construction of new water meters and related ancillary equipment, (the "System") on certain property owned by Owner, located in the City of Mustang, OK which property is more fully described in Exhibit B hereto (the "Premises").

WHEREAS, Owner desires to retain Contractor to provide, and Contractor desires to provide procurement and construction services for the Project, as set forth in this Agreement.

Whereas, the Owner has selected Contractor to provide the scope of service through The Purchasing Cooperative of America – Water Meter Systems & Related Items (PCA OD-365-22) of which the Owner is a member in good standing.

NOW, THEREFORE, in consideration of the sums to be paid to Contractor hereunder and the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Contractor, intending to be legally bound, hereby agree as follows:

ARTICLE 1.

DEFINITIONS; INTERPRETATION; EXHIBITS

1.1 Defined Terms Capitalized terms used in this Agreement without other definition shall have the meanings specified in this Section 1.1, unless the context requires otherwise.

"Affiliate" means, with respect to any Person, any other Person controlling, controlled by or under common control with such first Person. For purposes of this definition and the Agreement, the term "control" (and correlative terms) means (1) the ownership of 50% or more of the equity interest in a Person, or (2) the power, whether by contract, equity ownership or otherwise, to direct or cause the direction of the policies or management of a Person.

"Agreement" has the meaning set forth in the preamble to this Agreement, and shall include all Recitals, Exhibits and Schedules hereto along with all attachments, addenda, annexes, and any documents attached hereto or delivered hereunder, each of which is incorporated by reference and made a part of the Agreement for all purposes, and each as may be amended from time to time.

"Agreement Price" has the meaning set forth in Section 5.1.

"AMI" – Advanced Metering Infrastructure means a system that automatically collects meter information used to bill water usage for each end-user. This system includes water meters and cellular communication network that communicates with the Owner's billing system.

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the state in which the Premises are located.

"Change" or "Changes" has the meaning set forth in Section 7.1(a).

"Change in Law" means the enactment, adoption, promulgation, modification (including a written change in interpretation by a Governmental Authority), or repeal after the date of this Agreement of any applicable Law, or the modification (including a written change in interpretation by a Governmental Authority) after the date of this Agreement of any Governmental Authorization issued or promulgated by any Governmental Authority that establishes requirements that affect Contractor's costs or schedule for performing the Work or the issuance, after the date of this Agreement, of any Governmental Authorization that includes requirements, that affect Contractor's costs or schedule for performing the Work; provided, however, a change in any national, federal, state, provincial or any other income or franchise tax law shall not be a Change in Law pursuant to this Agreement.

"Change Order" means a written order signed by Owner and Contractor (Exhibit H) authorizing a change in the Work (in the form of an addition, deletion, or revision to the Work after the Effective Date) or an adjustment in the Agreement Price or schedule for performance or delivery of the Work.

"Closing Deliverables" means those documents set forth on Exhibit F.

"Completion Cost" means the total reasonable and necessary (and reasonably documented) expenses incurred and accrued in completing the Work, including all amounts charged by any replacement contractor to finish the Work based on the obligations such replacement contractor assumes under this Agreement and under any of Contractor's subcontract(s) or other contractual agreement(s) that Owner elects to have assigned to such replacement contractor.

"Commissioning" means the process of ensuring that the System and all its parts and components are installed, tested and perform in accordance with the Scope of Work in Exhibit C.

"Commissioning Procedures" are set forth on Exhibit E.

"Contractor" has the meaning set forth in the preamble to this Agreement, and shall include all successors and permitted assigns of Contractor.

"Contractor Event of Default" has the meaning set forth in Section 12.2.

"Contractor Lien" has the meaning set forth in Section 2.5(a).

"Day" or "day" means a calendar day, unless expressly specified otherwise.

"Dispute" has the meaning set forth in Section 12.6.

"Effective Date" has the meaning set forth in the preamble to this Agreement.

"Equipment" means all of the equipment, materials, spare parts, machinery, tools, apparatus, structures, supplies and other appurtenances and goods required by the terms of this Agreement to complete the Work and to be incorporated into the System. Equipment shall not include any materials, apparatus or tools owned by Contractor or any Subcontractor that are used to complete the Work but are not contemplated under this Agreement to become part of the Work.

"Equipment Documentation" means copies or originals of all recommended operating specifications, warranties, manuals, test reports, vendor information and all other similar information obtained or prepared, and to be delivered, by Contractor in accordance with the terms of this Agreement.

"Facility" means, collectively, the Owner's building located on the Premises on which the System is to be installed, as more particularly described in Exhibit B.

"Final Acceptance" means the final acceptance of all the Work by Owner, as demonstrated by the issuance of a Final Acceptance Certificate by Owner.

"Final Acceptance Certificate" has the meaning set forth in Section 4.4.

"Final Acceptance Date" has the meaning set forth in Section 4.4.

"Force Majeure Event" means the occurrence of any act or event beyond the reasonable control of the Party affected that prevents the affected Party from performing its obligations under this Agreement, in full or part, if such act or event is beyond the reasonable control of, and not the result of the fault or negligence of, the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums), including the following:

(a) act of God, drought, flood, earthquake, fire, lightning, epidemic, war, riot, pandemic, civil disturbance, sabotage, terrorism, accident, or restraint, order or decree by a Governmental Authority, including failure of a Governmental Authority to promptly issue applicable permits or authorizations duly applied for;

(b) adverse weather conditions or natural phenomena, including floods, sustained winds over manufacturer's installation or warranty requirements, snowfall of more than four (4) inches accumulation at the Site during any twenty-four (24) period, the existence of snow accumulation of more than four (4) inches at the Site during daylight hours in any given twenty-four (24) hour period, explosions or fires arising from natural causes, earthquakes, hailstorms, tornados, hurricanes, landslides, volcanic eruptions, range or forest fires, and unsafe or hazardous conditions arising from such adverse weather conditions or natural phenomena;

(c) strikes, walkouts, lockouts or similar industrial or labor actions (including disruptive union activity meant to force the use of union work force) or disputes;

"Governmental Approvals" means all authorizations, consents, licenses, leases, rulings, certifications, registrations, exemptions, permits, certificates, and approvals from any Governmental Authority.

"Governmental Authority" means any federal, state or local government, any political subdivision thereof, or any governmental, quasi-governmental, judicial, public or statutory instrumentality, public or private utility, administrative agency, authority, body or other entity having jurisdiction over the performance of the Work, the System or its operations, or the health, safety or environmental conditions of the Facility or the Site or otherwise over the Parties.

"Indemnified Parties" has the meaning set forth in Section 10.1.

"Installation Group" shall be defined as the water meters associated with the Owner's Billing Route/Cycles and will be defined in Exhibit C- Scope of Services and Exhibit J – Owner Meter Database

"Interest Rate" means a fluctuating interest rate per annum equal to the sum of the lesser of (i) the Prime Rate as stated in the "Bonds, Rates & Yields" section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus two (2) percentage points, or (ii) ten percent (10%). In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate selected by Owner and reasonably acceptable to Contractor. The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of three hundred and sixty-five (365) days and the actual number of days for which such interest is due.

"Invoice" has the meaning set forth in Section 5.4.

"Law" means any constitution, act, statute, law, ordinance, code, rule, regulation, order, objective criteria contained in any applicable permit or approval (which criteria must be met in order for the Work to be performed lawfully) or other legislative or administrative action of any Governmental Authority or a final decree, judgment or order of a court or tribunal, including the requirements set forth in the codes and standards set forth in the Scope of Work.

"Liabilities" has the meaning set forth in Section 10.1.

"Lien" means any lien (statutory or other), pledge, mortgage, charge, security interest, deed of trust, assignment, hypothecation, title retention, fiduciary transfer, deposit arrangement, easement, encumbrance, bond right, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever in respect of an asset, whether or not filed, recorded or otherwise perfected or effective under applicable Law, as well as the interest of a vendor or lessor under any conditional sale agreement, capital lease required to be capitalized and accounted for as such on a lessee's balance sheet in accordance with generally accepted accounting principles, or other title retention agreement relating to such asset (including without limitation any conditional sale or other title retention agreement, any capital lease having substantially the same economic effect as any of the foregoing, or any preferential arrangement having the practical effect of constituting a security interest with respect to the payment of any obligation with, or from the proceeds of, any asset or revenue of any kind).

"Notice to Proceed" means the written notice to be delivered to the Contractor by Owner instructing Contractor to commence the Work in the form of Exhibit A hereto.

"Owner" has the meaning set forth in the preamble to this Agreement, and shall include all successors and permitted assigns of Owner.

"Owner Event of Default" has the meaning set forth in Section 12.1.

"Owner's Representative" means the person designated by Owner in accordance with Section 3.3 to act as Contractor's primary point of contact.

"Parties" means Owner and Contractor.

"Party" means Owner or Contractor.

"Payment and Performance Bond" has the meaning set forth in Section 10.8.

"Permitted Lien" means a Lien which may be imposed by Contractor or its Subcontractors upon Owner's interest in the Site, the System, the Work, or the Equipment resulting from the occurrence and continuation of a payment default by Owner.

"Person" means any individual, partnership, corporation, association, business, trust, government or political subdivision thereof, governmental agency or other entity.

"Premises" has the meaning set forth in the Recitals.

"Project" means, generally, the procurement and construction of the System by Contractor under this Agreement.

"Project Manager" means the Project Manager designated by Contractor pursuant to Section 2.4(h).

"Project Schedule" means the Project Schedule attached hereto as Exhibit I.

"Punchlist" means the list of Work uncompleted upon the achievement of Substantial Completion.

"Retainage" has the meaning set forth in Section 5.4.

"Schedule of Values" means the schedule of values set forth in Exhibit D according to which Contractor earns progress payments against the Agreement Price in accordance with the provisions of Article 5.

"Scope Documents" means the package of system descriptions, shop drawings, models, designs, specifications, calculations, notes, permitted drawings, documents required to be submitted in connection with the Governmental Approvals, or similar materials, documents or similar information obtained or prepared by Contractor in accordance with the terms of this Agreement or in connection with the Work.

"Scope of Work" means the Scope of Work attached hereto as Exhibit C.

"Site" means the location of each part of the System on the Premises as further described in Exhibit B.

"Subcontract" or "Subcontracts" has the meaning set forth in Section 2.6(a).

"Subcontractor" means any Person with whom Contractor enters into an arrangement for the performance of the Work or for the supply of services, equipment or materials to Contractor, including Persons at any tier with whom any Subcontractor has further subcontracted any part of the Work, and the legal or personal representatives, successors, and assigns of such Person.

"Substantial Completion" means that the Installation Routes meets the requirements of Section 4.3.

"Substantial Completion Certificate" means the form attached hereto as Schedule 4.3.

"System" means, collectively, the integrated installation of new water meters, wireless collection systems, more specifically described in the Scope of Work to be procured and constructed on the Facility by Contractor as further defined in the Scope of Work.

"Warranty Period" has the meaning set forth in Section 8.1.

"Work" means all phases of this Agreement, including scope development, procurement, construction, installation of each phase of the Project including start up (including calibration, inspection and startup operation) and testing operation with respect to the System, to be performed by Contractor pursuant to this Agreement. Work includes all labor, materials, equipment, services, and any other items to be used by Contractor or its Subcontractors in the prosecution of this Agreement in accordance with the requirements of all applicable Laws, and all Governmental Approvals.

1.2 Interpretation. As used in this Agreement, the terms "herein," "herewith" and "hereof" are references to this Agreement, taken as a whole, the terms "includes" or "including" shall mean "including, without limitation," and references to a "Section," "Article" or "Exhibit" shall mean a Section, Article or Exhibit of this Agreement, as the case may be, unless in any such case the context requires otherwise. All references to a given Exhibit, agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made. A reference to a Person includes its permitted successors and permitted assigns. The singular shall include the plural and the masculine shall include the feminine and neuter, and vice versa.

ARTICLE 2.

CONTRACTOR RESPONSIBILITIES

2.1 General Services of Contractor. Upon Contractor's receipt of a (i) Notice to Proceed and (ii) evidence reasonably acceptable to Contractor that Owner has adequate funds for payment of the Agreement Price, Contractor shall procure all Equipment for, and install, test, start-up, and perform related activities for the successful completion of the Work and the delivery of the Project in compliance with this Agreement. The Parties understand that Contractor is obligated to perform all tasks required by the Scope of Work to be necessary to deliver to Owner the completed and fully operational System meeting the requirements of this Agreement. Owner agrees and acknowledges that its obligation to make the payments to Contractor set forth in this Agreement are in no way contingent on the effectiveness of any financing which Owner intends to enter into to pay for the Work.

2.2 Compliance with Laws. Throughout the performance of all aspects of the Work, Contractor shall comply with, and shall ensure that each Subcontractor complies with, all applicable Laws and with respect to the System, with all applicable requirements of the Owner.

2.3 Environmental and Hazardous Material Regulations. Throughout performance of the Work, Contractor shall conduct all operations in compliance with all applicable environmental and hazardous material regulations. In the event Contractor encounters on the Site material reasonably believed to be a toxic or hazardous material, Contractor shall immediately stop work in the affected area and notify Owner of the condition. Until receipt of written instructions from Owner, Contractor shall not resume work in the affected area.

2.4 Specific Services of Contractor. Without limiting the generality of Sections 2.1 and 2.2, Contractor shall perform all of the specific tasks in accordance with the Scope of Work:

(a) Supply and Procurement. Contractor shall at its own expense procure or supply and pay for all of the Equipment, and arrange and pay for the delivery of all of the Equipment to the Site.

(b) Scope Development. Contractor shall at its own expense provide scope development services with respect to the Project in a manner that shall be consistent with the actual conditions existing at the Facility and the Site and consistent with the requirements set forth in the Scope of Work.

(c) Submittal Documents. Contractor shall provide to Owner the following:

(i) Contractor shall provide to Owner the following information with respect to the Equipment: vendor information, available equipment specifications, data sheets and any other available information related to the Equipment that is reasonably requested by Owner.

(d) Construction and Installation. Contractor shall provide, install, complete and pay for all labor, Equipment, tools, supplies, construction equipment and machinery, utilities and consumables, transportation and other facilities and services (including any temporary materials, equipment, supplies and facilities) necessary for the proper execution and completion of the Work. All construction and installation performed by Contractor under this Agreement shall be in accordance with the given manufacturer's written instructions.

(e) Utilities. Owner shall provide all of the utilities used or required at the Site in connection with the installation, start up, commissioning and testing of the System.

(f) Commissioning Procedures. Contractor shall at its own expense conduct the Commissioning Procedures in accordance with Section 4.2.

(g) Training. Contractor shall provide Owner's personnel training as defined in the Scope of Work (Exhibit C) for the use and operation of the System.

(h) Project Manager. Contractor will identify a Project Manager who shall act as Owner's primary point of contact with Contractor with respect to prosecution of the Work and shall be available to meet with Owner as reasonably requested by Owner to discuss the Work or any issue related thereto.

(i) Project Meetings/Status Updates. During the construction of the Project, Contractor shall confer with Owner to review equipment, scope of work, and installation plans that relate to the development and construction of the Project. Also, during the course of the Work, Contractor shall provide to Owner monthly reports on the general status and progress of the Work.

(j) Security. During construction, Contractor shall be responsible for the security of Contractor's materials and equipment prior to Substantial Completion and shall coordinate with Owner for the ingress and egress of Contractor's personnel to and from the Site so as to minimize disruption of Owner's operations.

(k) Conduct at Facility. Contractor shall comply with reasonable work rules and work hours established by Owner. Contractor shall promptly remove from the jobsite and Project any Person employed by Contractor or any Subcontractor whom Owner so designates to be removed due to violation of any applicable Law or rules applicable to the Facility.

2.5 Liens. Except for Permitted Liens, Contractor shall not directly or indirectly incur, assume or suffer to be created by any Subcontractor, employee, laborer, material man or other Supplier of goods or provider of services any Lien on the Site or any part thereof or interest therein ("Contractor Lien"). Contractor shall promptly pay or discharge (and properly record any discharge) or bond over, any such Lien which, if unpaid, might be or become a Contractor Lien.

(a) Discharge of Liens. Upon the failure of Contractor to promptly pay, discharge or bond over any Contractor Lien referred to in Section 2.5 within thirty (30) days of notice to Contractor of the existence thereof from any source, Owner may pay or discharge such Contractor Lien, and, upon the payment or discharge thereof, shall be entitled to immediately recover from Contractor the amount thereof.

2.6 Subcontractors. Contractor shall have the right to have all or any portion of the Work performed by a Subcontractor qualified to perform such Work pursuant to written subcontracts or written purchase orders ("Subcontracts"); provided that Contractor shall not be relieved from any liability or obligation under this Agreement. Owner shall have the right to approve all Subcontractors engaged by Contractor, such approval not to be unreasonably withheld, conditioned or delayed. Except as otherwise expressly provided in this Agreement, Contractor shall be responsible for engaging, managing, supervising and paying all such Subcontractors. Contractor shall be solely liable for all acts, omissions, liabilities and Work of such Subcontractors. Owner shall not have any obligation or liability to any Subcontractor. Nothing in any contract, subcontract or purchase order with any Subcontractor shall in any way diminish or relieve Contractor from any duties and obligations under this Agreement.

ARTICLE 3.

OWNER RESPONSIBILITIES

3.1 Access to Site. Owner shall arrange for Contractor, its employees, subcontractors and agents to have reasonable access to the Facility to enable Contractor to perform its obligations hereunder. Owner shall arrange for Contractor to have sufficient construction laydown and secure storage at the Site for each part of the Project. Owner will provide dumpsters for both trash and recyclable materials that result from the completion of this Scope of Work.

3.2 Required Approvals. Owner shall provide Contractor with reasonable assistance in obtaining any permits required to complete Scope of Work. Any fees associated with these permits shall be the responsibility of Owner.

3.3 Owner's Representative. Owner shall designate in writing an Owner's Representative to represent Owner and to receive communications from Contractor and who shall have full authority to act for Owner under this Agreement; provided that Owner's Representative shall under no circumstances have the authority to amend, except for the issuance of Change Orders, terminate or assign this Agreement.

3.4 Duty to Cooperate. Owner shall throughout the performance of the Work cooperate with Contractor and perform its responsibilities, obligations and services under this Agreement in a timely manner to facilitate Contractor's timely and efficient performance of the Work and Contractor's obligations under the Agreement. Owner shall provide timely reviews as set forth in the Project Schedule.

3.5 Contractor Not Relieved of Duties or Responsibilities. Notwithstanding anything contained herein to the contrary, Owner's review, approval and/or acceptance of the Work, or any portion thereof, shall not in any way relieve Contractor of any of its obligations or warranties set forth herein, including, but not limited to, its full responsibility for the accuracy, integrity and quality of the Work.

3.6 Other Responsibilities Additional Owner responsibilities are found in Exhibit C, Scope of Work.

ARTICLE 4.

SCHEDULE, COMPLETION, AND TESTING

4.1 Project Schedule. The Project Schedule as defined in Exhibit I includes anticipated dates for achievement of significant construction milestones, including but not limited to the dates when construction shall begin and the expected Completion Date. Contractor shall prepare and submit to Owner such progress schedules, progress reports and other reports relating to the Work on a monthly basis. Contractor shall attend such meetings as Owner may reasonably require to review progress and predict future progress.

(a) Contractor is responsible for timely procurement and delivery of all Equipment and for obtaining permits necessary to commence construction as planned and to continue the Work in accordance with the Project Schedule, subject to Section 6.4 (Force Majeure) and Article 7 (Changes) hereof.

4.2 Commissioning Procedures for System. As soon as possible after Contractor considers the System to be Substantially Complete, Contractor shall begin to conduct, or cause to be conducted, the Commissioning Procedures. Contractor may perform and repeat any number of Commissioning Procedures, and Contractor, at its discretion, may prematurely terminate any Commissioning Procedures.

(a) Owner Personnel. Owner, at its own expense, may arrange for its representatives (including technical or engineering consultants) to be present at the Site throughout Contractor's conduct of any Commissioning Procedures provided that such personnel do not interfere with the Commissioning Procedures and comply with all safety requirements.

4.3 Substantial Completion. With respect to the System or Installation Groups, Substantial Completion shall occur when the Equipment in an Installation Group is then operating in a manner such that Owner is deriving beneficial use thereof.

(a) When Contractor considers that the criteria for Substantial Completion for any part of the Project have been met (but for Owner's issuance of the Substantial Completion Certificate), Contractor shall so notify Owner in writing by sending Owner the Substantial Completion Certificate. Within five (5) Business Days thereafter, Owner shall either (i) deliver to Contractor the written Substantial Completion Certificate or (ii) advise Contractor in writing of any discovered defects or deficiencies in the Work for which Contractor is responsible or of any other reason why the requirements of Substantial Completion have not been met and shall deliver to Contractor such list of defects or deficiencies contemplated by Section 4.3(b). Upon receipt of any notice from Owner of defects or deficiencies or other outstanding Work to be performed by Contractor according to this Agreement, Contractor shall confer with Owner and be given an opportunity to respond to such notice, or Contractor may proceed to correct such defects or deficiencies and/or perform such Work, and the foregoing notice procedure shall be repeated until the requirements for Substantial Completion have been met. If Owner does not accept or reject the Substantial Completion Certificate within such five (5)-Business Day period, it shall be deemed accepted.

(b) Punchlist. On or prior to Owner's execution of a Substantial Completion Certificate, Owner and Contractor shall inspect the subject Work and Contractor shall prepare a Punchlist for such Work. Contractor shall provide the Punchlist to Owner together with an estimate of the time to complete or correct each item. Owner shall review and comment upon the proposed Punchlist not later than five Business Days after receipt from Contractor. Contractor shall issue a revised Punchlist thereafter to take account of or respond to Owner's comments. Unless Owner notifies Contractor of any additional comments within five Business Days after Owner's receipt, such revised Punchlist shall be deemed final. Contractor shall use diligent efforts to complete the Punchlist within thirty days after it is deemed final.

4.4 Final Acceptance. The criteria for Final Acceptance of all Work shall be the date (the "Final Acceptance Date") when:

(a) Substantial Completion for the System or Installation Groups has occurred,

(b) Owner has received from Contractor all as-built documentation for the Work,

(c) Owner has received from Contractor all Closing Deliverables and Equipment Documentation,

(d) all Contractor's wastes have been removed from the Facility and the Site and properly disposed of, and

(e) all Punchlist work has been completed to Owner's reasonable satisfaction, and

(f) the Contractor has completed commissioning of the System as set forth in Exhibit E, and

(g) When Contractor considers that the criteria for Final Acceptance have been met, Contractor shall notify Owner in writing by sending Owner the Final Acceptance Certificate. Within ten (10) Days thereafter, Owner shall either (i) deliver to Contractor written notice of Final Acceptance in the form attached hereto as Schedule 4.4 (the "Final Acceptance Certificate") or (ii) advise Contractor in writing of any discovered defects or deficiencies in the Work for which Contractor is responsible or of any other reason why the requirements of Final Acceptance have not been met. Upon receipt of any notice from Owner of defects or deficiencies or other outstanding Work to be performed by Contractor according to this Agreement, Contractor shall confer with Owner and be given an opportunity to respond to such notice, or Contractor may then complete such outstanding tasks before again requesting Owner's issuance of the Final Acceptance Certificate, and the foregoing notice procedure shall be repeated until the requirements for Final Acceptance have been met. If Owner does not accept or reject the Final Acceptance Certificate within such ten (10)-Business Day period, it shall be deemed accepted.

ARTICLE 5.

COMPENSATION AND PAYMENT

5.1 Agreement Price. Owner shall pay Contractor a fixed price of Five Million Nine Hundred Eighty-One Thousand Two Hundred Thirty Five dollars and no cents ($5,981,235.00) (the "Agreement Price") for completion of the Work.

5.2 Taxes. The Agreement Price is exclusive of any and all sales or use taxes or other taxes, duties, stamp taxes, tariffs, or other impositions of any amount that may be imposed or assessed by any Governmental Authority on Contractor with respect to this Agreement or Contractor's installation of the System and performance of the Work as of the Effective Date. The Owner agrees to make a tax exemption certificate available for this System.

5.3 Payments. Exhibit D hereto sets forth the Schedule of Values for the Agreement Price. The Schedule of Values shall be used as the basis for preparation of progress invoices as set forth below, and, except as otherwise set forth herein, shall establish the amount to be paid to Contractor on an aggregate basis through each month of the Project Schedule. Progress payments shall be made in accordance with the milestones achieved and percentages set forth in under the Schedule of Values, including any materials stored onsite. All payments shall be due within thirty (30) days after receipt of invoice to the account designated by Contractor. Any overdue amounts shall accrue interest at the Interest Rate from the due date of such amount until paid in full.

5.4 Invoices and Payments. Upon execution of this Agreement and delivery by Owner to Contractor of the Notice to Proceed, Owner shall pay Contractor for Scope Development, Project Development, and Payment and Performance bonds as defined in Exhibit D – Schedule of Values. Additionally, on or before the 20th day of each month after the date hereof, Contractor shall submit to Owner: (i) a detailed application for payment ("Invoice"), which Invoice shall include the items from the Schedule of Values that were completed during the previous month and the corresponding amount of payment owed, together with such supporting documentation for such completed Work as Owner shall reasonably require, including without limitation any applicable bill of lading documents associated with equipment delivery (to the Site or to an off-site warehouse),. If Owner rejects Contractor's application for payment with respect to any portion of the Work because of a failure to provide necessary supporting documentation in accordance with this Agreement, Contractor shall cure such failure without the necessity of resubmitting such Invoice, unless such failure in Owner's reasonable judgment is material, in which case Contractor shall submit a revised Invoice and delete the relevant portion of the Work from such Invoice. Within thirty (30) days after receiving a properly completed Invoice and all required supporting documentation, Owner shall pay Contractor 95% of the approved amount due, with the remaining 5% of such payment (the "Retainage") to be released upon Final Acceptance, pursuant to Section 5.5 below. At Contractor's request, Owner may reduce the Retainage and may eliminate Retainage on any monthly payment if, in Owner's opinion, the Work is progressing satisfactorily.

5.5 Final Acceptance - Retainage. When Contractor delivers notice to Owner pursuant to Section 4.4 that Contractor believes that the criteria for Final Acceptance have been achieved, Contractor shall submit (a) statements for the Agreement Price summarizing and reconciling all previous payments and Change Orders. Within fifteen (15) days after Owner has delivered the Final Acceptance Certificate to Contractor, Owner shall pay to Contractor the Retainage.

ARTICLE 6.

TITLE; RISK OF LOSS; FORCE MAJEURE

6.1 Title. Ownership and title to the Equipment shall automatically pass to Owner upon Contractor's receipt of both (i) the executed Substantial Completion Certificate, and (ii) the indefeasible payment in full of all of Owner's payment obligations to Contractor pursuant to such Substantial Completion Certificate. Prior to satisfaction of the conditions set forth in (i) and (ii) in the previous sentence with respect to the Equipment, title to the Equipment shall remain in the name of Contractor. If, notwithstanding the intent of the Parties, Owner is deemed to hold title to any or all of the Equipment prior to the satisfaction of the conditions set forth in (i) and (ii) above, as security for the payment in full of the Owner's obligations with respect to such Equipment, Owner hereby assigns, transfers and grants to Contractor a security interest in such Equipment. Owner hereby authorizes Contractor to file, from time to time, Uniform Commercial Code financing statements in such jurisdictions as may be necessary to perfect and maintain its security interest in such Equipment. If requested by Contractor, Owner agrees to execute and deliver all further instruments and documents and take all further action that may be necessary to create, perfect and protect Contractor's security interest in the Equipment and hereby irrevocably appoints Contractor as Owner's attorney-in-fact with full power to sign such instruments and documents. Upon delivery of the Substantial Completion Certificate and satisfaction of clause (ii) above for the Equipment, Contractor's interest in the Equipment shall be released and terminated, in each case without further action on any party's part.

6.2 Risk of Loss. Notwithstanding anything herein to the contrary, Contractor shall have the full responsibility for care, custody and control of material and Equipment incorporated into the Work (including all Equipment and materials used in connection therewith) and shall bear the risk of loss for the Work in each case until the earlier of Substantial Completion of the System, or the termination of this Agreement, at which time risk of loss shall pass to Owner. Following the Substantial Completion Date with respect to the System, Owner shall bear the risk of loss for the System.

6.3 Force Majeure. If either Party is rendered wholly or partly unable to perform its obligations under this Agreement because of a Force Majeure Event, that Party shall be excused from whatever performance is affected by the Force Majeure Event to the extent so affected; provided that:

(a) such Party gives the other Party written notice describing the particulars of the Force Majeure Event as soon as is reasonably practicable;

(b) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(c) no obligations of the Party that arose before the occurrence causing the suspension of performance shall be excused as a result of the occurrence of the Force Majeure Event unless the performance of such obligations is impaired by the Force Majeure Event;

(d) the Party uses commercially reasonable efforts to overcome or mitigate the effects of the Force Majeure Event; and

(e) when the Party is able to resume performance of its obligations under this Agreement, such Party shall give the other Party written notice to that effect and shall promptly resume performance hereunder.

ARTICLE 7.

CHANGES

7.1 Owner Requested Change Orders. Owner may at any time, by written notice to Contractor (Exhibit H), request an addition to or deletion from or other changes in the Work or Project Schedule (together with any necessary or requested amendments to this Agreement with respect thereto) (hereinafter "Change" or "Changes") by submitting a written request for a Change Order to Contractor. Contractor shall review and consider such requested Change and shall make a written response thereto within ten (10) days after receiving such request. If Contractor believes that giving effect to any Change requested by Owner will increase or decrease its cost of performing the Work, shorten or lengthen the time needed for completion of the Work, require modification of its warranties, or require a modification of any other provisions of this Agreement, its response to the Change request shall set forth such changes (including any amendments to the Agreement) that Contractor deems necessary as a result of the requested Change and its justification therefor. If Contractor accepts the Changes requested by Owner (together with any amendments to the Agreement specified therein) or if the Parties agree upon a modification of such requested Changes, the Parties shall set forth the agreed upon Change in the Work and agreed upon amendments to the Agreement, if any, in a Change Order. Each Change Order shall constitute a final settlement of all items covered therein, including any compensation for impact on, or delay or acceleration in, performing the Work.

7.2 Contractor Requested Changes Or Requests for Changes to Work by Contractor. Subject to Section 7.2(a), Contractor may at any time, by written notice to Owner on the form in Exhibit H, request a Change in the Work (together with any necessary or requested amendments to the Agreement) and Owner may accept or reject such request in its reasonable discretion. If Contractor believes that such requested Change will increase or decrease its cost of performing the Work, lengthen or shorten the time needed for completion of the Work, or require a modification of any other provisions of the Agreement, it shall notify Owner of such, setting forth its justification for and effect of such changes, within five (5) days after making a request for a Change. If Owner accepts the Changes requested by Contractor (together with amendments to the Agreement specified therein, if any), or if the Parties agree upon a modification of such requested Changes, the Parties shall set forth the agreed upon Change in the Work and agreed upon amendments to the Agreement, if any, in a written Change Order signed by all Parties. The Parties agree that the Owner's Representative and Contractor Representative shall both have authority to approve Change Orders. The Parties acknowledge and agree that one or more of the documents and agreements, including agreements with Subcontractors, may not be amended orally or through course of conduct. The Parties hereby express their intention that this Agreement shall not be modified orally, through course of conduct or otherwise (regardless of whether any other agreements or documents relating to the System have been so amended or modified). For greater clarity, changes to the Scope of Work through a Change Order shall begin only upon Contractor's receipt of Owner's approved and signed Change Order request.

(a) Conditions on Requesting Certain Changes. Contractor may at any time, by written notice to Owner, propose Changes in the Work or the Project Schedule due to:

(i) The occurrence of a Force Majeure Event or any delay by Owner, provided that such Force Majeure Event or Owner delay has an impact that will actually, demonstrably, adversely and materially affect Contractor's ability to achieve complete the Project on schedule and further provided that Contractor complies with all requirements provided in Section 6.3 and Section 7.2(a); or

(ii) A Change in Law, provided that such Change in Law prevents Contractor from performing all or a portion of the Work, has a demonstrable material cost increase to Contractor and/or has a schedule impact that will adversely, and further provided that Contractor shall diligently make adjustments to minimize the effect of such Change in Law on the System; or

(iii) Subsurface or physical conditions at or contiguous to the Sites that are uncovered or revealed to be materially different from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Agreement, it being acknowledged that Contractor shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties.

Unless the foregoing conditions are met, Contractor may not request a Change in the Work, or Project Schedule, due to a Force Majeure Event, Owner delay, Change in Law or differing conditions.

(b) Execution of Change Order. If Owner agrees that Contractor has met all of the applicable conditions precedent for a requested Change, then the Parties agree to bargain reasonably and in good faith for the execution of a mutually acceptable Change Order. If in such event the Parties are unable to agree on a mutually acceptable Change Order, then the dispute shall be resolved in accordance with Section 12.6. Any extension permitted under this Section 7.2 shall be of an equitable duration designed to reflect the delay actually caused by the relevant event despite Contractor's reasonable efforts to mitigate the same. Contractor shall continue other portions of the Work not affected or impacted by a proposed Change Order.

7.3 Compensation for Change Orders; Disputes. A Change Order initiated by either Party may have the effect of either increasing or decreasing the Agreement Price. Any Contractor response to a Change Order under Section 7.1 and any Contractor request for Changes under Section 7.2 shall be accompanied by a proposed all-inclusive final lump sum cost (separating materials and labor) to Owner.

7.4 Information Requests; Change Order Contents. Owner may request that Contractor provide written information (prior to the issuance of a request for Changes) regarding the effect of a contemplated Change on pricing, scheduling, or on other terms of the Agreement. The purpose of such a request shall be to determine whether or not a Change will be implemented.

ARTICLE 8.

WARRANTIES

8.1 Warranties. Contractor warrants to Owner that all Equipment shall be new and of good quality and free from defects in materials and workmanship under normal operating conditions;

(a) Contractor warrants to Owner that the Work will be performed in a good and workmanlike manner, will be free from defects in workmanship, and will conform to the specifications, drawings, descriptions and requirements of this Agreement; and the Work will contain the Equipment, supplies and materials described in the Scope of Work;

Provided, that Contractor's warranties with respect to Equipment shall be limited to the corresponding warranties made by the suppliers and manufacturers of such Equipment; and further provided, that Contractor's warranties in Section 8.1(a) and 8.1(b) expressly exclude defects caused by Owner's failure to comply with the operation and maintenance manuals and manufacturers' guidelines applicable to the Equipment and other exclusions set forth in Section 8.2(c).

(b) System Warranty Period. Contractor warrants that it shall remedy, in accordance with Section 8.2, any defects or breaches of Warranty, which appear prior to the date that is one (1) year from the Substantial Completion Date with respect to the Work (the "Warranty Period").

8.2 Repair of Nonconforming Work. If Owner discovers a breach of the Warranties, Owner will notify Contractor in writing of such failure promptly upon discovery. Contractor shall (i) conduct preliminary trouble shooting in accordance with the Operations and Maintenance Manual, and/or (ii) contact additional support for troubleshooting. If Work or Equipment covered under the Warranties fails to conform to the Warranties as described in such notice from Owner or as otherwise discovered by Contractor, Contractor shall, at its option, either repair or replace any defective parts including re-installation and all resulting damage to the System caused by such defect, at its own expense as promptly as possible. Contractor shall not be required to repair or replace consumable items including but not limited to fuses, batteries, lubricants and filters unless such consumable items were damaged due to faulty workmanship.

(a) If Contractor does not use its reasonable efforts to commence and diligently pursue the activities required under Section 8.2(a) within sixty (60) days after receipt of written notice of a nonconformity (subject to material and equipment availability or shipping delays), then Owner, after written notice to Contractor, may perform or have performed by qualified and experienced third parties the necessary remedy consistent with such activities required under Section 8.2, and Contractor shall be liable for all direct, reasonable and documented costs (including overhead), charges and expenses (including transportation and expediting fees) incurred by Owner in connection with such remedy.

(b) Contractor's warranties herein do not cover damage, malfunction or services failures caused by: (i) Owner's failure to follow operation and maintenance manuals, (ii) repair, service or modification by any party other than Contractor or a third party contracted by Contractor; (iii) abuse, neglect, misuse or negligent acts or omissions by someone other than Contractor; (iv) damage or deteriorated performance of the Equipment caused by electrical surges, lightning, fire, flood, extreme weather, pest damage, accidental breakage, actions of third parties and other causes not arising under normal operating conditions; (iv) any Force Majeure Event; or (v) normal wear and tear.

(c) Notwithstanding any other term or provision herein to the contrary, Contractor shall not be responsible for the cost of correcting a breach of Warranty or defect to the extent that the manufacturers of the modules, inverters, data acquisition system, metering or transformers do not honor their respective applicable manufacturer's warranty as a result of its termination of operations, insolvency, liquidation, bankruptcy, or similar occurrence, or due to a contention that such Equipment is obsolete; provided that Contractor uses reasonable efforts to pursue and preserve such claim against the applicable manufacturer(s).

8.3 Assignment of Warranties. As of the Final Acceptance Date, Contractor shall assign to Owner all warranties for major Equipment which are assignable. Notwithstanding the assignment, during the Warranty Period, in the event that Owner makes any warranty claim against Contractor and Contractor fulfills its obligations with respect to such claim by Owner, Contractor shall be entitled to enforce for its own benefit any warranty given by such Subcontractor with respect to such Equipment and services.

8.4 Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS ARTICLE 8, OWNER EXPRESSLY AGREES THAT CONTRACTOR MAKES NO OTHER WARRANTIES OR GUARANTEES IN CONNECTION WITH THE INSTALLATION OF THE EQUIPMENT AND SYSTEM PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN. CONTRACTOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR CONTRACTOR'S OBLIGATIONS UNDER SECTION 8.2, OWNER'S SOLE REMEDIES FOR A BREACH OF WARRANTY UNDER THIS AGREEMENT SHALL BE REPAIR OR REPLACEMENT OF THE DEFECTIVE OR NONCONFORMING WORK, SUBJECT TO SECTIONS 8.1 and 8.2 OF THIS AGREEMENT

8.5 Survival of Warranties. The provisions of this Article 8 shall survive the expiration or termination of this Agreement.

ARTICLE 9.

LIMITATIONS ON LIABILITY

9.1 Aggregate Limit of Liability. Notwithstanding any other provision of this Agreement, Contractor's total aggregate liability arising out of or relating to this Agreement, from any and all causes, whether based on contract, tort (including negligence), strict liability or any other cause of action, shall in no event exceed seventy-five percent (75%) of the Agreement Price.

9.2 No Consequential Damages. To the extent permitted by applicable law and notwithstanding any other provision of this Agreement, in no event, whether as a result of breach of contract, tort liability (including negligence), strict liability or any other cause of action, and whether arising before or after the Substantial Completion Date, shall either Party (or its Affiliates) be liable to the other Party (or its Affiliates) for special, indirect, exemplary or consequential damages of any nature whatsoever, including losses or damages caused by reason of loss of use, loss of profits or revenue (other than payments expressly required and due under this Agreement), interest charges or cost of capital.

ARTICLE 10.

INDEMNIFICATION

10.1 Indemnity. To the fullest extent permitted by Law, each Party (as the "Indemnifying Party" hereunder) shall fully indemnify, defend, and save harmless the other Party and such Party's directors, officers, shareholders, partners, agents, employees and Affiliates (collectively, the "Indemnified Parties"), from and against any and all claims, loss, damage, expense and liability, including court costs and reasonable attorneys' fees (collectively, "Liabilities") incurred by the Indemnified Parties in connection with or arising from third-party claims for physical damage to or physical destruction of any part of the System or other personal property, or death of or bodily injury to any person, to the extent caused by the negligence of the Indemnifying Party or its agents or employees or others under such Indemnifying Party's control, but excluding any Liabilities incurred due to the negligence or willful misconduct of an Indemnified Party.

Defense of Claims. The Indemnifying Party shall have the right to defend the Indemnified Parties pursuant to this Section 10 by counsel (including insurance counsel) of the Indemnifying Party's selection reasonably satisfactory to the Indemnified Party, with respect to any claims within the indemnification obligations hereof, unless in the opinion of counsel for the Indemnifying Party a conflict of interest between the Parties may exist with respect to such claim. If the Indemnifying Party does not assume the defense of the Indemnified Party, or if a conflict precludes counsel for the Indemnifying Party from providing the defense, then the Indemnifying Party shall reimburse the Indemnified Party on a monthly basis for the Indemnified Party's defense through separate counsel of the Indemnified Party's choice. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder. The Parties shall give each other prompt written notice of any asserted claims or actions indemnified against hereunder and shall cooperate with each other in the defense of any such claims or actions. Without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, the Indemnifying Party shall not settle any such claims or actions in a manner that would require any action or forbearance from action by any Indemnified Party.

ARTICLE 11.

INSURANCE; BONDS

11.1 Contractor Insurance. Contractor hereby agrees to obtain and maintain insurance coverage on the terms set forth on Exhibit G.

11.2 Payment and Performance Bonds. Contractor shall, after receipt of the Notice to Proceed and prior to the commencement of construction, deliver to Owner payment and performance bonds in a sum equal to the Agreement Price (the "Payment and Performance Bonds") with sureties licensed by the State of Oklahoma and reasonably satisfactory to Owner. Such Payment and Performance Bonds shall be in form and substance reasonably satisfactory to Owner and shall be conditioned upon the faithful performance by Contractor, for the implementation of the Work. The Payment and Performance Bonds shall only apply to the installation portion of this Agreement and do not apply in any way to any maintenance provisions, except that the Performance Bond shall guarantee that the installation will be free of defective materials and workmanship for the applicable Warranty Periods, not to exceed twelve months after Substantial Completion of the applicable part of the Project.

ARTICLE 12.

DEFAULT AND REMEDIES; TERMINATION; DISPUTE RESOLUTION

12.1 Owner Events of Default. The following shall constitute events of default on the part of Owner (each, an "Owner Event of Default") under this Agreement:

(a) If Owner fails to make any payment required hereunder within three (3) days after written notice thereof from Contractor;

(b) If Owner makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the insolvency of Owner, or if Owner files a petition seeking to take advantage of any other Law relating to bankruptcy, insolvency, reorganization, winding up or composition of or readjustment of debts and, in the case of any such proceeding instituted against Owner (but not by Owner) such proceeding is not dismissed within sixty (60) days of such filing;

(c) If Owner fails to comply with any material terms of this Agreement not otherwise set forth as an Owner Event of Default in this Section 12.1 and fails to cure or remedy such failure within thirty (30) days after notice and a written demand is made by Contractor to Owner to cure the same or, if such failure cannot be cured within thirty (30) days, Owner fails to commence to cure such breach within thirty (30) days after such notice and written demand and thereafter diligently pursue such cure to completion, which shall in no event be later than one sixty (60) days after such notice; or

(d) If any representation or warranty of Owner in this Agreement proves to have been false or misleading in any material respect when made, and Owner has not, within thirty (30) days after written notification thereof from Contractor, either fully remedied, or commenced and diligently pursued the remedy, of all adverse impacts on Contractor resulting therefrom, which full remedy shall be achieved in no event later than forty-five (45) days after such notice, all to the reasonable satisfaction of Contractor.

12.2 Contractor Events of Default. The following shall constitute events of default on the part of Contractor (each, a "Contractor Event of Default") under this Agreement:

(a) If Contractor fails to comply with any material terms of this Agreement not otherwise set forth as a Contractor Event of Default in this Section 12.2 and fails to cure or remedy such failure within thirty (30) days after notice and a written demand is made by Owner to Contractor to cure the same or, if such failure cannot be cured within thirty (30) days, Contractor fails to commence to cure such breach within thirty (30) days after such notice and written demand and thereafter diligently pursue such cure to completion;

(b) If any representation or warranty of Contractor in this Agreement proves to have been false or misleading in any material respect when made, and Contractor has not, within thirty (30) days after written notification thereof from Owner, either fully remedied, or commenced and diligently pursued the remedy, of all adverse impacts on Owner resulting therefrom, which full remedy shall be achieved in no event later than forty-five (45) days after such notice, all to the reasonable satisfaction of Owner; or

(c) If Contractor makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the insolvency of Contractor, or if Contractor files a petition seeking to take advantage of any other Law relating to bankruptcy, insolvency, reorganization, winding up or composition of or readjustment of debts and, in the case of any such proceeding instituted against Contractor (but not by Contractor) such proceeding is not dismissed within sixty (60) days of such filing.

12.3 Contractor Remedies upon Owner Event of Default. Upon the occurrence and during the continuation of an Owner Event of Default, Contractor has the right to suspend its performance of Work upon five (5) days written notice to Owner and, if such Owner Event of Default is not cured within thirty (30) days after the commencement of such suspension, to terminate this Agreement upon an additional ten (10) days written notice. Upon such termination by Contractor, Owner shall pay to Contractor the amounts set forth in Section 12.5. Contractor shall be entitled to any available legal or equitable remedies.

12.4 Owner Remedies upon Contractor Event of Default. Upon the occurrence and during the continuation of a Contractor Event of Default, Owner has the right to terminate this Agreement upon ten (10) days' written notice. Owner shall be entitled to any available legal or equitable remedies.

(a) If Owner terminates this Agreement pursuant to this Section 12.4, upon Owner's request, Contractor shall withdraw from the Facility and the Site, shall assign to Owner such of Contractor's subcontracts, purchase orders and permits as Owner may request, and shall deliver and make available to Owner all Equipment Documentation reasonably necessary to permit Owner to complete or cause the completion of the Work, and in connection therewith Contractor authorizes Owner and its agents to use such information in completing the Work. Owner shall have the right to take possession of all Equipment, and Contractor shall remove such materials, equipment, tools, and instruments used by and any debris or waste materials generated by Contractor in the performance of the Work as Owner may direct. While Owner shall use reasonable efforts to mitigate the cost for completion of the Work, Owner may employ any other qualified person, firm, or corporation to finish the Work by whatever method Owner may deem reasonable and expedient, and may undertake such commercially reasonable expenditures as in Owner's sole judgment will best accomplish the timely completion of the Work (including, where necessary, the entry into contracts without prior solicitation of proposals). In such event Contractor shall not be entitled to receive any further payments under this Agreement except for payments for Work performed prior to such termination.

(b) As soon as practicable after Final Acceptance of the Work, Owner shall determine the Completion Cost. If the Completion Cost exceeds the unpaid portion of the Agreement Price at the time of the termination of this Agreement, then Contractor shall pay to Owner the amount of such excess within ten (10) Business Days following receipt of Owner's demand for such payment.

12.5 Termination Payment. If Contractor terminates this Agreement under Section 12.3, Owner shall pay to Contractor a termination payment (the "Termination Payment"). Payment of the Termination Payment shall be the sole and exclusive liability of Owner, and the sole and exclusive remedy of Contractor, with respect to termination of this Agreement pursuant to Section 12.3.

(a) The Termination Payment shall consist of:

(A) amounts due, but not yet paid, for Work performed prior to the effective date of termination;

(B) direct costs paid, contracted or for which Contractor is liable at the time of termination that are in addition to amounts otherwise paid or due as of the effective date of termination;

(C) cancellation costs payable to a Subcontractor or vendor under the terms of the applicable contract between Contractor and such Subcontractor or vendor;

(D) direct, out of pocket costs reasonably incurred by Contractor in protecting the Work;

(E) direct, out of pocket costs reasonably incurred by Contractor in closing out the construction site; and

(F) an additional payment equal to ten percent (10%(overhead plus ten percent (10%) of the aggregate amount of clauses (B), (C), (D), and (E) of this Section 12.5(a).

12.6 Dispute Resolution. In the event that any question, dispute, difference or claim arises out of or is in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), which either Party has notified to the other, senior management personnel from both Contractor and Owner shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved by negotiation, either Party may pursue any remedy available either in law or equity. Each Party shall continue to perform its obligation under this Agreement during the period of any dispute resolution, provided that, in Contractor's case, such obligation to continue Work is conditioned on Contractor having been paid all undisputed amounts payable to Contractor.

ARTICLE 13.

ASSIGNMENT

13.1 Consent Requirements. Neither Party shall assign this Agreement or in any other manner transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party which consent shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, either Party, without relieving itself from liability hereunder, and without the need for consent from the other Party provided that any such assignee shall agree to be bound by the terms and conditions hereof, may (a) transfer, pledge or assign this Agreement as security for any financing, and/or to an affiliated special purpose entity created for financing or tax credit purposes related to the System ("Collateral Assignment"); (b) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of the assigning Party, or (c) assign its rights under this Agreement to a successor entity in a merger or acquisition transaction. Any purported assignment or transfer without such consent, whether voluntary or involuntary, by operation of Law, under legal process or proceedings, by receivership, in bankruptcy or otherwise made in contravention of this clause shall be void and unenforceable. Notwithstanding the foregoing, nothing herein shall prohibit Contractor from subcontracting all or any portion of the Work in accordance with Section 2.6, provided that no such subcontracting shall relieve Contractor of any obligations hereunder

ARTICLE 14.

REPRESENTATIONS

14.1 General Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It is duly organized, validly existing and in good standing under the Laws of the state of its formation and is duly qualified to do business in Oklahoma.

(b) It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; its execution, delivery and performance of this Agreement have been duly authorized by all necessary action on its part; and this Agreement has been duly and validly executed and delivered by it and constitutes its legal, valid and binding obligation enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar Laws relating to the enforcement of creditors' rights generally and by general equitable principles.

(c) It is not in violation of any judgment entered by any federal, state, local or other Governmental Authority, which violations, individually or in the aggregate, would adversely affect its performance of any obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Authority, now pending or (to its best knowledge) threatened against it which, if adversely determined, could have a material adverse effect upon its financial condition, operations, prospects or business, as a whole, or its ability to perform under this Agreement.

(d) No authorization, approval, exemption, or consent of or by any Person is required by it in connection with the execution, delivery, and performance of this Agreement. In addition, each Party represents and warrants to the other Party that the Governmental Approvals required to be obtained by such Party either have been obtained by such Party and are in full force and effect on the date hereof or will be obtained by such Party and will be in full force and effect on or prior to the date on which they are required, under applicable Law, to be in full force and effect, so as to permit Contractor to commence and prosecute the Work to completion in accordance with the Project Schedule.

(e) The execution and delivery of this Agreement, the consummation of the transactions herein contemplated and compliance with the terms and provisions hereof by it will not conflict with or result in a material breach of, or require any consent under, any of its constitutive documents.

14.2 Survival of Representations. The representations and warranties given by each Party to the other Party shall survive execution, expiration, cancellation, or termination of this Agreement.

ARTICLE 15.

NOTICES

15.1 Writing. Except as set forth in Section 15.2, any notice, statement, demand, claim, offer or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and shall be sent by hand messenger delivery, overnight courier service, or certified mail (receipt requested) to the other Party at the address set forth below:

If to Owner:
Mustang Improvement Authority
1501 N. Mustang Road
Mustang, OK 73064
Attention: ________________

If to Contractor:
Ameresco, Inc.
202 South Live Oak
Tomball, TX 77375
Attention: Ron Haxton

With a copy to:
Ameresco, Inc.
111 Speen Street, Suite 410
Framingham, MA 01701
Attention: General Counsel

Each Party shall have the right to change the place to which notice shall be sent or delivered or to specify one additional address to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party. All notices shall be effective upon receipt.

15.2 Technical Communications. Any technical or other communications pertaining to the Work shall be between Contractor's Project Manager and Owner's Representative or other representatives appointed by the Project Manager or Owner's Representative. Each Party shall notify the other in writing of the name of such representatives. Contractor's representatives shall be satisfactory to Owner, have knowledge of the Work and be available at all reasonable times for consultation.

ARTICLE 16.

MISCELLANEOUS

16.1 Reasonability. The Parties shall act in a reasonable manner and in accordance with principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement and whether or not stated: (a) where this Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned, or delayed; and (b) wherever this Agreement gives a Party a right to determine, require, request, specify, or take similar action with respect to a matter, such determination, requirement, request, specification, or similar action must be reasonable.

16.2 Entire Agreement. This Agreement, together with all Exhibits hereto, embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties, verbal or written, relating to the subject matter hereof.

16.3 Waiver. Any waiver of the provisions of this Agreement must be in writing and shall not be implied by any usage of trade, course of dealing or course of performance. No exercise of any right or remedy by Owner or Contractor constitutes a waiver of any other right or remedy contained or provided by Law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance hereunder shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

16.4 Governing Law; Submission to Jurisdiction; Venue; Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND INTERPRETED AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OKLAHOMA EXCLUDING ANY CHOICE OF LAW RULES.

(a) Submission to Jurisdiction, Venue. This Agreement is performed and performable in Canadian County, Oklahoma, and is subject to all applicable federal and state laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, state or federal government authority having or asserting jurisdiction. By execution and delivery of this Agreement, each Party (for itself, its affiliates and its designees) irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts and the appellate courts therefrom and waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding. The Parties irrevocably consent to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, first class postage prepaid to the addresses set forth in Section 15.1.

(b) No Jury Trial. Each of the Parties hereby waives any and all rights to demand a trial by jury in any action, suit, or proceeding arising out of or relating to this Agreement of the transactions contemplated hereby.

16.5 Construction. This Agreement is to be construed so as to effectuate the normal and reasonable expectations of a sophisticated buyer and seller of the equipment and services covered by this Agreement and shall not be construed either for or against either Party. No provision of this Agreement shall be construed or interpreted for or against either Party because such Party drafted or caused its legal representative to draft the provision.

16.6 Headings. The titles or headings of the various sections, articles and paragraphs hereof are intended solely for convenience and ease of reference and are not intended, and are not to be deemed for any purpose, to modify or explain or place any interpretation or construction upon any of the provisions of this Agreement.

16.7 Status of the Parties. Contractor and its Subcontractors shall be independent contractors to Owner with respect to the Work, irrespective of whether such Subcontractors are approved by Owner, and neither Contractor nor its Subcontractors, nor the employees or agents of either, shall be deemed to be the employees, representatives or agents of Owner in connection with any matter relating to this Agreement. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties.

16.8 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and legal benefit of Owner and Contractor, and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement.

16.9 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take all further action, as may be reasonably necessary to complete performance by the Parties hereunder and to effectuate the purposes and intent of this Agreement.

16.10 Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing and duly executed by both Parties.

16.11 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such determination will not affect any other provision of this Agreement and all other provisions will remain in full force and effect.

16.12 Conflicting Provisions. In the event of any conflict between this document and any Exhibit hereto, the terms and provisions of this document, as amended from time to time, shall control.

16.13 Counterparts. This Agreement may be executed in any number of separate counterparts and delivered by electronic means, each of which when so executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have caused this Water Meter Systems Agreement to be executed by their duly authorized representatives as of the date first set forth above.

OWNER: Mustang Improvement Authority	CONTRACTOR: AMERESCO, INC.
By: ___________________________ Name: Title:	By: __________________________________ Name: Title:

Schedule 1.1

Form of Substantial Completion Certificate

SUBSTANTIAL COMPLETION DATE: ________________

Description of Installation Group Substantially Completed: __________________________________.

1. Capitalized terms used, but not otherwise defined, herein have the meanings set forth in that certain Water Meter Systems Agreement between Contractor and Owner (the "Agreement"), dated as of _________________.

2. Contractor certifies and represents to Owner that the installation of the System or Installation Group under the Agreement is Substantially Complete. By signing below, Owner has reviewed and found the System to be Substantially Complete. The date of Substantial Completion is the date above. The Substantial Completion Date set forth above is the date of commencement of applicable warranties for the System or Installation Group. A list of items to be completed or corrected is identified below as the Punchlist.

3. Punchlist:

The person signing below is authorized to submit this Substantial Completion Certificate to Owner for and on behalf of Contractor.

Contractor
By: ____________________________
Name: ____________________________
Title: ____________________________

Owner agrees that Substantial Completion has been achieved with respect to System as set forth herein.

Owner
By: ____________________________
Name: ____________________________
Title: ____________________________

This form must be signed by the person authorized to sign this Certificate of Substantial Completion for and on behalf of Owner.

Schedule 1.2
Form of Final Acceptance Certificate

FINAL ACCEPTANCE DATE: _______________

1. Capitalized terms used, but not otherwise defined, herein have the meanings set forth in that certain Water Meter Systems Agreement between Contractor and Owner (the "Agreement"), dated as of ___________________.

2. Contractor certifies and represents to Owner that the following statements are true with respect to the System as of the date of delivery hereof to Owner:

(a) Substantial Completion for the System has occurred,

(b) Owner has received from Contractor all as-built drawings for the Work,

(c) Owner has received from Contractor all Closing Deliverables and Equipment Documentation,

(d) all Contractor's wastes have been removed from the Facility and the Site and properly disposed of,

(e) all Punchlist work has been completed to Owner's reasonable satisfaction,

(f) the Contractor has completed commissioning of the System as set forth in Exhibit E,

The person signing below is authorized to submit this Final Acceptance Certificate to Owner for and on behalf of Contractor.

Contractor: Ameresco, Inc.

By: ____________________________

Name: ____________________________

Title: ____________________________

Owner agrees that Final Acceptance has been achieved, and the Work is accepted. This certificate was received by Owner on the date first written above and is effective as of such date.

Owner:

By: ____________________________

Name: ____________________________

Title: ____________________________

Date: ____________________________

This form must be signed by the person authorized to sign this Final Acceptance Certificate for and on behalf of Owner.

Exhibit A

Form of Notice to Proceed

[PLACE ON OWNER LETTERHEAD]

Ameresco, Inc.
202 South Live Oak Street
Tomball, TX 77375
Attn: Chad Nobles

SUBJECT: NOTICE TO PROCEED

Dear ___________:

In accordance with the Water Meter Systems Agreement (the "***WMS***") dated as of ______ __, 2025, by and between Mustang Improvement Authority ("***Owner***") and Ameresco, Inc. ("***Contractor***"), Owner hereby submits to Contractor this Notice to Proceed in relation to the Scope of Work as defined in the WMS.

Sincerely,

Mustang Improvement Authority

By:_______________________________
Duly Authorized Signatory
Name:____________________________
Title:____________________________
Date:____________________________

Exhibit B

Description of Premises, Facility and Site

The following meter counts are included in the Scope of Services which reflects the meter size and locations as documented in the meter accounts list provided by Owner to Contractor on February 5, 2025, as more particularly set forth in Exhibit J.

Meter Size	Quantity
5/8” x 3/8”	7,368
1”	496
1.5”	64
2”	111
3”	5
4”	5
Total	**8,049**

Exhibit C

Scope of Work

This Attachment sets forth a description of the Meters and related equipment to be installed by Ameresco for the meter count set forth in Exhibit B and more specifically defined in Attachment K. Installation of the Meters and the included equipment is subject to change if Ameresco discovers unforeseen conditions at the Property that render its preliminary analysis of the Property inaccurate, or significantly affect achievement of the Guaranteed Project Benefits. Any changes to the installation of the Meters and the included equipment are subject to approval of Owner and issuance of a Change Order, which approval shall not be unreasonably withheld, conditioned or delayed.

AMI System

Contractor will provide and install the Badger Beacon Cellular AMI system along with the Beacon AMA Software to allow for remote wireless reading of the water meters' data. This system requires that a cellular LTE-M endpoint to be installed on each meter, which will also be provided and installed.

Software Installation and Integration

In addition to the AMI infrastructure and metrology, Ameresco will supply and install software to make the system function and for the Owner to be able to access and use the data recorded by the AMI system. The scope of work for the software installation and integration includes the following:

- Provide, setup, and install the Badger AMI software.
- Provide, setup and install Badger Eye-On-Water Consumer Portal.
- Coordination and integration of the Badger software with the Owner's CIS software (Incode Version 9).
- Onsite training for the software shall be provided to the Owner as specified in the training section below.
- Integrate data from a total of 8,049 water meters to the Owner's Incode CIS software, the Badger software, and the Badger Eye-On-Water Consumer Portal.

Water Meters

Ameresco will provide and install a total of 8,049 new water meters as listed below with a Badger Cellular Transmitter. The quantity breakdown for each meter size is shown in the table below. Deviations, additions, and substitutions will be handled on a case-by-case basis.

Water Meters	Meter Replacement
5/8" x 3/4" E-Series Meter	7,068
1" E-Series Meter	496
1.5" E-Series Meter	64
2" E-Series Meter	111
3" E-Series Meter	5
4" E-Series Meter	5
5/8” X ¾” E-Series Meter with Remote Shutoff Valve	100
5/8” x ¾” E-Series Meter with Pressure Sensor	200
Total:	8,049

- All new replacement meters will be Badger E-Series meters. All are solid-state water meters with a Cellular Endpoint.
- During construction, Ameresco will work with the Owner to determine the locations that will receive the meters with the remote shut off valves and the pressure sensors.
- All endpoints will be wired for through the lid antenna installation.
- General scope for the meter replacement is as follows:
    - Clean debris and dirt from the meter and piping inside the pit as necessary.
    - Pump water out of the pit as needed and dump to a storm drain or street.
    - Observe status of service shut-off valve prior to work.

- Check for indication of flow.
- Attempt occupant notification.
- Shut off water service at service shut-off valve.
- Remove existing meter.
- Install new meter.
- Turn on water service at service shut-off valve.
- Clear air from the line and verify operation by opening downstream valve.
- Verify the meter is not leaking and there is an indication of flow.
- Restore service shut-off valve to the original position.
- Provide miscellaneous material and labor required to install the new meter such as adapters, couplings, bushings, etc., so long as the work can be performed in the existing pit.
- Ameresco will be responsible for line breaks two feet upstream and two feet downstream of the replaced meter for up to 7 days from meter installation. Measurement will be pulled from the meter coupling on the compromised side of the line.
- Ameresco will turn over the existing water meters to the Owner for salvage.
- Ameresco will collect required installation data for uploading to the Owner's billing system.

- When replacing the meters, Ameresco will collect the following data for existing and replacement equipment:
  - Date and time of service
  - Account number
  - Service address
  - Meter ID number
  - Radio ID number
  - Meter size
  - Meter brand
  - Meter type
  - Register reading

    - Pre- and post-installation photo documentation
- Non-functioning service shut-off/curb-stop valves for small water meters (5/8"x3/4", 1", 1.5" and 2") will be replaced as field conditions require.
- For any meters 3" and larger where an external antenna is required, a hole will be drilled through the existing metal lids so that the external antenna can be mounted.

Small and Intermediate Meter Box Replacement

- The scope includes replacing existing metal lids for the small meters (sizes 5/8"x3/4" through 2") with AMI-ready meter lid.
    - Replacement lid shall be DFW18AMR or DFW20AMR Plastic lid or equivalent for 5/8", 1" and some 1.5" meters
    - Replacement lid shall be DFW 36C, DFW1324C, DFW1730C or equivalent for 1.5" and 2" meters
- The scope includes replacing existing structurally damaged plastic meter boxes for the small meters (size 5/8"x3/4" and 1") with AMI-ready meter box and lid.
    - Replacement meter box and lid shall be DFW Plastics 36C or DFW37C series box and lid or equivalent for 5/8", 1" and some 1.5" meters
    - Replacement meter box and lid shall be DFW65C series or equivalent for 1.5" and 2" meters

Individual meter box installation will require the following:

- Meter box replacement will be concurrent with site meter replacement.
- General scope for the meter box replacement is as follows:
    - Dig and remove existing meter box.
    - New meter box will be installed in a 'like for like' manner to match existing conditions.
    - Set new box, ensuring meter and shutoff valves are centered in box for ease of service.
    - Backfill around box to grade.

General Clarifications, Inclusions & Exclusions

The following additional clarifications, exclusions, and Owner responsibilities are applicable to this measure:

- A successful and complete meter installation is defined as any meter installed to manufacturer specifications where the data has been accurately transferred into the utility billing database and read one or more times electronically over the AMI network.
- At the point of a successful and complete meter installation, the installation labor warranty begins, and system benefits may be realized.
- A completed and functional AMI system is defined as the meters being installed and capable of sending signals to the antenna, these devices receiving those signals and transmitting the information to the Badger meter data management system, and the Badger meter data management system accurately sending the information to the Owner's utility billing system.
- Due to external conditions, not all meters will read in the Badger meter data management system every day, therefore not all data will be uploaded into the portal daily.
- Owner will contract separately with Badger and will be financially responsible for any annual software hosting fees, or any Eye-On-Water Consumer Portal fees associated with this Project. The estimated fees are listed below:
    - Year 1 Badger Cellular annual SaaS hosting fees: $77,270 ($0.80 per meter per month)
- Owner will contract separately with Tyler Tech Incode and will be financially responsible for any fees charged by Tyler Technologies for setup, integration, hosting or ongoing annual services between Incode's Version 9 and the Badger software as well as Badger's Eye-On-Water Consumer Portal platform.
    - Initial one-time setup and construction integration fees totaling $21,158 as detailed below:
        - Tyler Technology's mass meter swap file - $16,098
        - Tyler Technology's Professional Services / Project Management - $1,310
        - Tyler Technology's Utility Meter Reader Interface - $3,000

    - Year 1 Tyler Technology's annual fees for integration to Badger software - $750

- Ameresco will be providing and distributing post-installation door hangers.
- Ameresco will provide storage containers (Conex boxes – up to 40 foot long) for meters and boxes/lids inventory. Owner will allow Ameresco to set Conex boxes at Owner's sites. Ameresco plans to use up to 2 Conex box during construction. Staging location for the Conex boxes will be the Public Works Facility located at 520 W SW 59th St, Mustang, OK 73064.
- Owner will provide a container for existing meters that will be salvaged or recycled at the Public Works Facility located at 520 W SW 59th St, Mustang, OK 73064.
- Owner will provide a trash dumpster for use by Ameresco located at the Public Works Facility located at 520 W SW 59th St, Mustang, OK 73064.
- Owner will provide an area for disposal of spoils/dirt/debris from this scope of work located at the Public Works Facility located at 520 W SW 59th St, Mustang, OK 73064 or other locations selected by the Owner during the construction phase of this project.
- Ameresco will be responsible for inventory control of meters and boxes/lids.
- Owner will assist Ameresco in unloading pallets off delivery trucks using Owner's forklift or other machines required to unload materials for this project off delivery trucks. Ameresco will attempt to provide at least a 24-hour notice of any deliveries.
- For all meter gaskets and washers, Owner prefers rubber.
- As a general rule when doing repairs on pipe and fittings, Ameresco will use like for like materials. No galvanized fittings or piping to be used.
- If applicable, Owner to assist in identification of any underground utility services in the area around the meter box or vault locations when requested by Ameresco. Relocation or rerouting of utility lines is not included.
- Any deficiencies in existing utility infrastructure that are identified are excluded but will be reported to the Owner.
- Any existing water leaks found prior to beginning the meter replacement or retrofit will be reported to the Owner for future repair by Owner.

- Ameresco will be responsible for leaks at the meter that are discovered within 7 days following meter replacement.
- Repair of line breaks beyond two feet upstream and two feet downstream of the replaced meter are not included. Measurement will be pulled from the meter coupling on the compromised side of the line.
- Lowering or relocating water service lines associated with water meters is not included.
- Any repositioning or leveling of existing meter boxes for cosmetic appearance different than as-found condition is not included.
- Installation of meter re-setters or risers with the new meters is not included.
- Installation of check valves or other backflow prevention devices with the new meters is not included.
- Additional repairs, replacements, or any modifications to existing meter pits or vaults not already listed and defined above or in the meter box or vault replacement scope of works are not included.
- Concrete, asphalt, and sidewalk repairs due to meter access, rework of meter boxes, repair of leaks, or replacement of meters is not included.
- Any cutting or removal of tree roots or shrubbery so that meter can be replaced or to gain access to the meter is not included. The cost for any arborist or specialist required for this work will be provided by the Owner.
- Abatement of any hazardous materials or hazardous material testing is excluded.
- Return to Utility (RTU) is a classification given to specific water meters during construction that requires action from the Owner before the project scope can be finished. The RTU will clearly define the required action the Owner will need to address. To maintain the defined construction schedule by Installation Group, the Owner will make reasonable efforts to address all RTUs within a 2-week period from the date each specific meter or issue was classified as RTU. Throughout the construction period, Ameresco will maintain a log of all RTUs that has at a minimum date issued, date cleared, and specific action required and will review this log at the weekly construction meeting with the Owner.

Training

Training will consist of classroom training followed by hands-on instruction in the field. Training will be provided through a complement of Ameresco personnel, installation subcontractor, and manufacturer's representatives, as necessary, and will be dictated by the complexity of the installation, participant's prior experience with the equipment that is installed, and manufacturer's specifications. It is recommended that the Owner record these training sessions since additional training sessions will incur additional cost.

Specifics on the training program will consist of the following:

- Onsite training by representative manufacturer or their approved distributor to include:
    - Up to three (3) days for Badger and Eye-On-Water software if needed.
- Additional training during construction will consist of:
    - Field Troubleshooting
    - Alarms and problem indicators
    - Diagnostics and corrective actions
    - Understanding reports and associated tasks
    - Use of the O&M manuals
    - Instruction from authorized factory technicians, where applicable
    - Troubleshooting and investigation of malfunctions
    - Recommended procedures for collecting, interpreting, and storing specific performance data
    - Service and daily operations

Exhibit D
Schedule of Values

CONTINUATION SHEET

SCHEDULE OF VALUES

Mustang Improvement Authority Engineering, Procurement, and Construction Project for AMI & Meters
PROJECT # 1010155

APPLICATION NO : 1
APPLICATION DATE : 12/15/2025
PERIOD TO : 12/01/25
PURCHASE ORDER NO :

A	B	C	D	E	F	G	G	H	I
ECM NO.	DESCRIPTION OF WORK (ECM)	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	MATERIAL STORED (NOT IN D or E)	TOTAL COMPLETED & STORED TO DATE (D + E + F)	(%)	BALANCE TO FINISH (C - G)	RETAINAGE (IF APPLICABLE) 5%
1	Engineering & Design (Project Development)	$ 216,392.00		$ -		$ -		$ 216,392.00	$ -
2	Meters, Endpoints, Boxes and Other Materials	$ 3,651,957.00		$ -		$ -		$ 3,651,957.00	$ -
3	Installation Labor for Meters, endpoints, and other Materials	$ 1,489,586.00		$ -		$ -		$ 1,489,586.00	$ -
4	AMI Software, Customer Portal & Integrations (Material & Labor)	$ 78,722.00		$ -		$ -		$ 78,722.00	$ -
5	Construction Mgmt, Legal, Contract Admin, Travel, Overhead	$ 481,982.00		$ -		$ -		$ 481,982.00	$ -
6	P&P Bond	$ 62,596.00		$ -		$ -		$ 62,596.00	$ -
	ORIGINAL CONTRACT TOTAL:	$ 5,981,235.00	$ -	$ -	$ -	$ -		$ 5,981,235.00	$ -

Exhibit E
Commissioning Procedures

Owner

Performance Testing and Commissioning Summary						
Description	**Equipment / Systems to be Performance Tested**	**Observations, Tests and Inspections During Construction (Pre-Functional)**	**Pre-Functional Responsibility**	**Observations, Tests and Inspections Prior to Acceptance (Functional)**	**Functional Responsibility**	**Testing Documentation**
Measure 1. Utility Metering and Data Acquisition Improvements	AMI System and Water Meters	Verify installation of the AMI components and the water meters. Verify that individual meter data is importing to the correct account number in the billing system. Verify that accurate readings are properly recorded from the field all the way through the billing system.	AMI Contractor and Water Meter Contractor	Commission the AMI system to meet the Beacon system guarantee of operations. The Badger AMI System will successfully provide Monthly Billing Data for at least 7,928 of provisioned accounts at the time of billing request to the Badger System. Integrate the AMI system with the billing software.	AMI Contractor and Ameresco	A full commissioning report will be provided to the Owner after installation is complete.

Exhibit F

Closing Deliverables - Project Closeout Documentation

This checklist provides a list of the documents provided to the Owner as part of the Project Closeout Documentation.

Water Meter As-Builts including:

- Account Number
- Account Type (residential, commercial, irrigation, etc.)
- Customer Name
- Service Address
- Location Data (GPS)
- Location Notes
- Transmitter ID
- Meter Size, Type, Manufacturer
- Meter Model
- Meter Serial Number
- Meter Reading
- Meter Connection Type (Threaded/Flange)
- Lid Type
- Pit Type
- Confined Space?
- Test Port
- Customer Isolation Valve / backflow preventer
- Owner Isolation Valve
- Test Port Isolation Valve
- Bypass System

As-Sold vs As-Built Summary:

- Equipment Changes
- Installed Quantity Changes
- Added / Removed Scope
- Change Orders

O&M Manual:

- Cutsheets
- Installation Manuals
- Operation Manuals
- Warranty terms

Project Contact List:

- Ameresco Contacts
- Customer Contacts
- Subcontractor Contacts
- Supplier Contacts

Exhibit G
Contractor Insurance Requirements

(a) On or before the date of commencing any work at the Site through the Substantial Completion Date, Contractor shall and shall cause its subcontractors to obtain and maintain, with insurers authorized to do business in the State of Oklahoma of recognized responsibility, having a current A.M. Best rating of no less than A- the following insurance, which shall include the minimum coverages and limits set forth below:

1. **Workers' Compensation.** Workers' compensation insurance in compliance with Oklahoma state laws.

2. **Employer's Liability**. Employers Liability Insurance covering Bodily Injury by Accident $100,000 each accident; Bodily Injury by Diseases $500,000 policy limit, Bodily Injury by Diseases $100,000 each employee;

3. **Commercial General Liability.** Commercial general liability insurance, occurrence form, as follows, with coverage for contractual liability, contractor's protective liability, explosion, collapse and damage to underground utilities, completed operations for twenty-four months after the work has been completed:

   i. Combined single limit $1,000,000; or

   ii. General Aggregate limit $2,000,000

   iii. Products-Completed Operations Aggregate $1,000,000

   iv. Personal Injury and Advertising Injury $1,000,000

   v. Each occurrence limit $1,000,000; Fire damage limit $50,000; Medical expense limit $5,000;

The policy shall be primary and non-contributory by endorsement or terms and conditions of the policy.

4. **Automobile Liability.** Commercial automobile liability insurance, including vehicles owned, hired and non-owned, with a combined single limit of not less than $1,000,000 per accident, $1,000,000 uninsured motorist.

(b) The commercial general liability, commercial automobile liability policies shall be endorsed to include Owner as an additional insured/loss payee.

(c) The coverage afforded Owner shall be primary and noncontributing with any other insurance maintained by Owner and shall be endorsed with a waiver of subrogation in favor of Owner; Owner shall be given thirty (30) days advance written notice of cancellation or non-renewal of any policy by the insurer.

(d) Prior to commencement of work under this Agreement, Contractor shall provide Owner with Certificates of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates of Insurance shall specify that the insurer shall give Owner thirty (30) days advance written notice of cancellation or non-renewal of the policy by the insurer, except ten (10) days for non-payment of premium.

Contractor shall cause its subcontractors to carry the insurance coverage required under subsections (1), (2), (3), (4) above. The amounts of such insurance may be adjusted based on the subcontractors' scope of work.

Exhibit H
Change Order Form

CHANGE ORDER

Change Request No.

OWNER:

Department:

Project No. Contract No. Site:

Title:

I. REQUEST Date:

(a) Requested by Of

(b) Description of change

II. CONTRACTOR's AGREEMENT

For all costs involved in this change, including extensions of time herein requested, Contractor proposes to perform the work described in accordance with the provisions of the Agreement for the price as follows.

Payment shall be made on the basis of:
(a)Predetermined lump sum total of $

[Insert Associated Scope of Work changes or other necessary contract changes]

All other provisions of the Agreement not expressly modified by this Change Order #__ shall remain in full force and effect including, but not limited to, the representations and warranties set forth in Section 8 of the Agreement, which representations and warranties are incorporated herein by reference with respect to this Change Order #__.

IN WITNESS WHEREOF, the Parties hereto have caused this Change Order #__ to be duly executed and delivered by their proper and duly authorized officers.

AMERESCO, INC.:

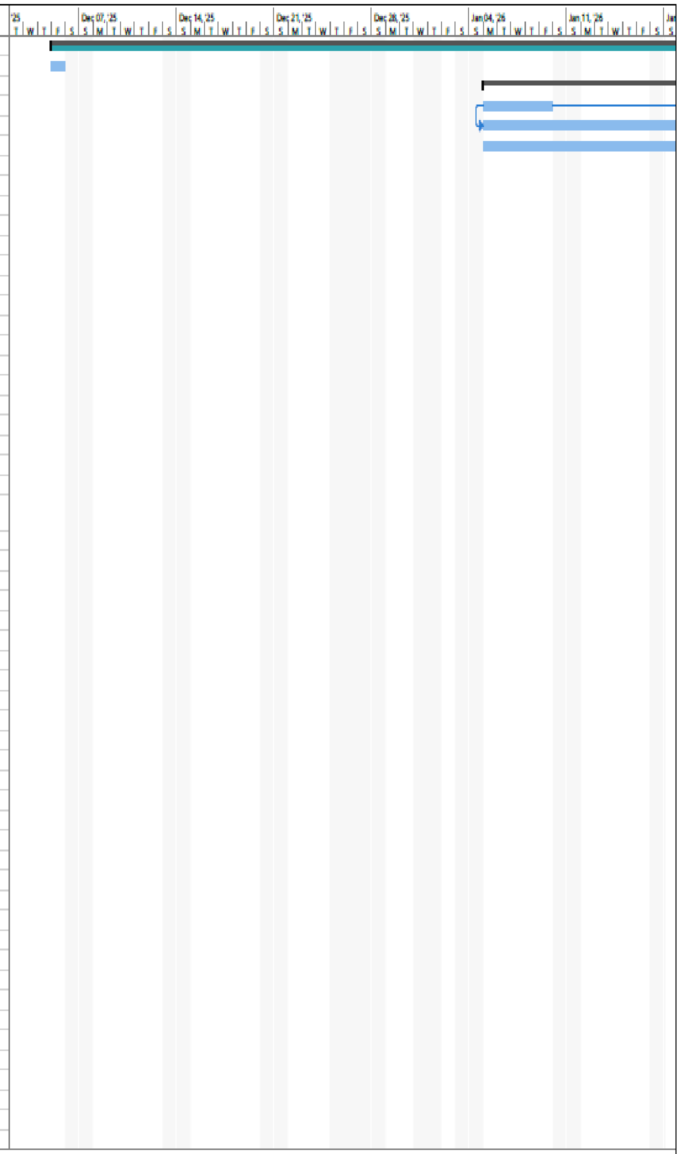
_______________________	_______________________
By:	By:
Title:	Title:
Date:	Date:
(Signature Required)	

OWNER APPROVAL:
OWNER

	Contract Award	$
_______________________	Previous Additions	$
	Previous Deductions	$
By: ____________________________	Net Total	$
Title: _________________________	This Change	$
Date: _______________________		
	Total	$

Exhibit I
Project Schedule (Draft)

ID	Task Name	Duration	Start	Finish
1	**Mustang Improvement Authority (MIA)**	**304 days**	**Fri 12/05/25**	**Thu 02/18/27**
2	Contract/Notice to Proceed	1 day	Fri 12/05/25	Fri 12/05/25
3	**Pre Deployment Phase (Planning)**	**50 days**	**Mon 01/05/26**	**Mon 03/16/26**
4	Purchase Orders to Vendors	5 days	Mon 01/05/26	Fri 01/09/26
5	Issue Sub-Contracts	30 days	Mon 01/05/26	Mon 02/16/26
6	Materials Procurement	50 days	Mon 01/05/26	Mon 03/16/26
7	Kickoff Meeting	1 day	Wed 02/18/26	Wed 02/18/26
8	**Integration Phase**	**41 days**	**Mon 02/02/26**	**Mon 03/30/26**
9	CIS file provided from Utility	15 days	Mon 02/02/26	Fri 02/20/26
10	Review file for accuracy / compare to scope	10 days	Mon 02/23/26	Fri 03/06/26
11	Finalize CIS data file	10 days	Mon 03/09/26	Fri 03/20/26
12	Send CIS data to MIA for final sign off	5 days	Mon 03/23/26	Fri 03/27/26
13	Send CIS data file to installation subcontractor	1 day	Mon 03/30/26	Mon 03/30/26
14	**MMS (Mass Meter Swap) Phase - MIA, Ameresco, Badger,CIS Provider**	**16 days**	**Thu 04/02/26**	**Thu 04/23/26**
15	Define swap file layout / requirements	1 day	Thu 04/02/26	Thu 04/02/26
16	Install sub - Design / build workflow for installation	10 days	Fri 04/03/26	Thu 04/16/26
17	Install Sub - Generate test installation swap file with 10 accounts (Sandbox)	1 day	Fri 04/17/26	Fri 04/17/26
18	Import test file into billing software(CIS Provider)	1 day	Mon 04/20/26	Mon 04/20/26
19	Review / verify data in CIS Provider	1 day	Tue 04/21/26	Tue 04/21/26
20	Sync new meter data to selected meter vendor platform	1 day	Wed 04/22/26	Wed 04/22/26
21	MMS Completion and Signoff	1 day	Thu 04/23/26	Thu 04/23/26
22	**AMI Billing Phase - MIA, Ameresco,Meter vendor**	**11 days**	**Mon 06/01/26**	**Mon 06/15/26**
23	Review billing request / response file configuration	3 days	Mon 06/01/26	Wed 06/03/26
24	Establish Target Billing Date - to obtain AMI reads for billing use (after at least one route is completely installed)	2 days	Thu 06/04/26	Fri 06/05/26
25	Onsite AMI Billing Workshop - Ameresco, MIA,CIS Provider , Meter Vendor	1 day	Mon 06/08/26	Mon 06/08/26
26	Generate billing request file CIS Provider	1 day	Tue 06/09/26	Tue 06/09/26
27	Transfer Request file to Harmony/ Generate billing response file Harmony	1 day	Mon 06/08/26	Mon 06/08/26
28	Import AMI reads into CIS Provider	1 day	Mon 06/08/26	Mon 06/08/26
29	Verify data for accuracy	1 day	Mon 06/08/26	Mon 06/08/26
30	AMI Billing Completion and Process Signoff	5 days	Tue 06/09/26	Mon 06/15/26
31	**Customer Portal Phase - MIA, Ameresco,CIS Provider , Badger**	**25 days**	**Mon 06/08/26**	**Tue 07/14/26**
32	Introductory onboarding call	1 day	Mon 06/08/26	Mon 06/08/26
33	Complete data survey	10 days	Tue 06/09/26	Tue 06/23/26
34	Development of dashboard	10 days	Mon 06/08/26	Mon 06/22/26
35	Verify data accuracy	5 days	Tue 06/23/26	Mon 06/29/26
36	Coordinate and execute initial training	1 day	Tue 06/30/26	Tue 06/30/26
37	Backfill of data (ongoing throughout deployment)	2 days	Wed 07/01/26	Thu 07/02/26
38	Coordinate onsite training before Go Live	1 day	Mon 07/06/26	Mon 07/06/26
39	Go Live	1 day	Tue 07/07/26	Tue 07/07/26
40	Customer Portal Completion and Signoff	5 days	Wed 07/08/26	Tue 07/14/26
41	**Deployment Phase (Executing, Monitoring, Controlling)**	**203 days**	**Thu 04/02/26**	**Tue 01/19/27**
42	Meter Deployment Construction Kickoff Meeting	1 day	Thu 04/02/26	Thu 04/02/26
43	Subcontractor Mobilization	4 days	Thu 04/02/26	Tue 04/07/26
44	Meter / Transmitter Installation Training for Installers	1 day	Wed 04/08/26	Wed 04/08/26
45	Initial Customer Training (Ameresco PM to train MIA)	1 day	Thu 04/09/26	Thu 04/09/26
46	Meter Installation	189 days	Fri 04/10/26	Thu 01/07/27
47	Validate Meter Read Performance	189 days	Fri 04/10/26	Thu 01/07/27
48	Meters Installation Substantial Completion	1 day	Fri 01/08/27	Fri 01/08/27
49	Perform Completion Testing (Meter Vendor)	5 days	Mon 01/11/27	Fri 01/15/27
50	Software and Hardware Training for field equipment	2 days	Mon 01/18/27	Tue 01/19/27
51	**Systems Delivery**	**12 days**	**Mon 01/18/27**	**Tue 02/02/27**
52	Punchlist Clean-Up & Data Verification (All Cycles and Routes)	5 days	Mon 01/18/27	Fri 01/22/27
53	Final Cleanup and Punch List Sign off	1 day	Mon 01/25/27	Mon 01/25/27
54	Project Closure Phase (Closing)	5 days	Tue 01/26/27	Mon 02/01/27
55	Final Acceptance and M&V Handoff	1 day	Tue 02/02/27	Tue 02/02/27



Project: Mustang Improvement
Date: 10/28/25

Task | Project Summary | Manual Task | Start-only | Deadline
Split | Inactive Task | Duration-only | Finish-only | Progress
Milestone | Inactive Milestone | Manual Summary Rollup | External Tasks | Manual Progress
Summary | Inactive Summary | Manual Summary | External Milestone

Page 1

Exhibit J

Owner Meter Database

Agenda Item No: H.5

Mustang City Council Agenda Item Report

Meeting Date: December 2, 2025
Submitted by: Janet Watts
Submitting Department: Finance
Item Type: Approval
Agenda Section: DISCUSSION ITEMS

Subject Title:
*Discussion, Consideration, and Possible Action to Approve Agreement between Municipal Finance Services, Inc. and the City of Mustang and its Public Trust including the Mustang Improvement Authority.

Recommendation:

Initiator:
Tammi Noblitt

Background:
Municipal Finance Services ("MFSOK") has provided municipal advisory services for the City of Mustang since 2009.

Financial Impact:
$2,500 fixed amount, plus 1.00% of the principal amount of the loan.

Staff Comments:

Attachments:
MFSOK Agreement - Mustang 2026 CWSRF.pdf

mfsok.com

P: 405.340.1727

1017 N. Bryant Ave., Ste 100
Edmond, OK 73034

P.O. Box 747
Edmond, OK 73083-0747

November 19, 2025

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered by and among MUNICIPAL FINANCE SERVICES, INC. ("MFSOK") and The Mustang Improvement Authority, a public trust with the City of Mustang, Oklahoma as beneficiary (the "Client"). This agreement supersedes all previous agreements between MFSOK and the Client.

The Client desires to engage MFSOK in connection with the financing of improvements to the metering infrastructure serving the City and agrees as follows:

I. Scope of Services.

Some or all of the following services listed below shall be provided under this Agreement and pertain to the Client's proposed Oklahoma Water Resources Board loan during the term of the Agreement (the "Issue"). Some of these services may be non-municipal advisor services. The Client designates MFSOK as the Client's independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA Exemption").

New Issue

1. Evaluate options or alternatives with respect to the proposed new Issue.
2. Provide financial analysis to the Client to assist in understanding the benefits, costs, and risks of the proposed new Issue.
3. Review recommendations made by other parties to the Client.
4. Assist Client in preparing a plan of finance.
5. Advise Client on structure, terms and timing of the proposed new Issue.
6. Prepare financing schedule.
7. Attend meetings as requested by the Client.
8. Assist the Client in preparation of their loan application, financial analysis, and supporting documents, as appropriate.
9. Coordinate as appropriate with Client staff, legal representatives, government agencies, accountants, auditors, engineers, consultants, and trustees to facilitate the plan of finance.
10. Coordinate closing of the new Issue with Client and other parties.

MFSOK and the Client acknowledge that the Client will engage Bond Counsel and other legal service providers under separate contracts. MFSOK may rely on opinions and advice from legal representatives of the Client and will not be held responsible for any legal advice, directly or indirectly, rendered by the legal representatives.

Neither MFSOK as Municipal Advisor nor its Municipal Advisor Representatives are licensed to engage in the practice of law and, consequently, will offer no legal advice. None of the fee for services under this Agreement relates to legal services. If such legal services are necessary, it shall be the responsibility of the Client to obtain them.

MFSOK's services are limited to those specifically set forth herein.

II. Compensation and Reimbursements

A. New Issue. MFSOK shall be paid at the time of closing a fee calculated as follows:

1. For a loan through the Oklahoma Water Resources Board Clean Water State Revolving Fund (CWSRF) Program, 1.00% of the principal amount of the loan.

B. Expenses for New Issue. MFSOK shall also be paid a fixed amount of $2,500.00 to cover expenses incurred as part of the transaction, provided that any filing, publication, recording or printing costs or similar third-party costs required in connection with the Issue shall be paid directly by the Client.

C. Payment and Contingency for New Issue. Payment for all fees and expenses shall be made at closing from proceeds of the Issue or from other available funds of the Client and shall be contingent upon closing of the Issue.

III. Term and Termination

A. Term of Agreement. Unless terminated as provided herein, the terms of this Agreement shall be in place from the date approved by the Client through the closing date of the transaction.

B. Termination of Agreement and Services. This Agreement and all services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause, with at least thirty (30) days' notice. In that event, all finished and unfinished documents prepared for the Client, shall, at the option of Client, become its property and shall be delivered to it or any party it may designate, provided that MFSOK shall have no liability whatsoever for any subsequent use of such documents.

IV. Successors and Assigns

MFSOK may not assign its obligations under this Agreement without the written consent of Client except to a successor partnership or corporation to which all or substantially all of the assets and operations of MFSOK are transferred. Client may assign its rights and obligations under this Agreement to (but only to) any other public entity that incurs the loan. Client shall not otherwise assign its rights and obligations under this Agreement without written consent of MFSOK. All references to MFSOK and Client in this Agreement shall be deemed to refer to any successor of MFSOK and to any such assignee of Client and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

V. Municipal Advisor Registration and Acknowledgement

Pursuant to Municipal Securities Rulemaking Board Rule (MSRB) G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal advisory client and/or obligated person clients which include the following:

Municipal Finance Services, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (SEC) and the MSRB.

Within the MSRB website at www.msrb.org, the Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

VI. Conflict of Interest Statement

As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are
As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client. During the diligence process, MFSOK has determined that no material conflict of interest has been identified, however, would like to provide the following disclosures:

MFSOK serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another MFSOK client. For example, MFSOK serves as municipal advisor to other clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, MFSOK could potentially face a conflict of interest arising from these competing client interests. MFSOK fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

The compensation arrangement included in Section II includes a component that is based on the size and completion of a transaction. Consistent with certain regulatory requirements, MFSOK hereby discloses that such contingent and/or transactional compensation presents a conflict of interest regarding MFSOK's ability to provide unbiased advice to enter into such transaction. The contingent fee arrangement creates an incentive for MFSOK to recommend unnecessary financings or financings that are disadvantages to the client, or to advise client to increase the size of the issue. This viewed conflict of interest will not impair MFSOK's ability to render unbiased and competent advice or to fulfill its fiduciary duty. The fee paid to MFSOK increases the cost of borrowing to the Client. The increased cost occurs from compensating MFSOK for municipal advisory services provided.

If MFSOK becomes aware of any other actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Client a supplement written disclosure with sufficient details of the change, if any, which will allow the Client to evaluate the situation.

VII. Legal Events and Disciplinary History

A regulatory disclosure action has been made on MFSOK's Form MA and on Form MA-I for two of MFSOK's municipal advisory personnel relating to a 2017 U.S. Securities and Exchange Commission ("SEC") order. The details of which are available in Item 9; C (2), C (4), C (5) and the corresponding regulatory action DRP section on Form MA and Item 6: C (2), C (4), C (5), C (6) and the corresponding regulatory action DRP section on Form MA-I for both Rick A. Smith and Jon Wolff. In addition, the Oklahoma Department of Securities adopted the above proceedings which are identified in Item 9; D (2), D (4) and the corresponding regulatory action DRP section on Form MA.

The Client may electronically access MFSOK's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There has been no change to any legal or disciplinary event that has been disclosed on MFSOK's SEC registration for MA filings since December 18, 2017.

VIII. Fiduciary Duty

MFSOK is registered as a Municipal Advisor with the SEC and MSRB. As such, MFSOK has a Fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

A. exercise due care in performing its municipal advisory activities;

B. possess the degree of knowledge and expertise needed to provide the Client with informed advice;

C. make a reasonable inquiry as to the facts that are relevant to the Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client; and

D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:

   a. any advice provided to or on behalf of the Client;

   b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client's securities; and

   c. any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

MFSOK must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to the financial or other interests of MFSOK. MFSOK will eliminate or provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). MFSOK will not engage in municipal advisory activities with the Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Client's best interests. As of the date of receipt of this attachment, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client.

IX. Recommendations

If MFSOK makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Client and is within the scope of the engagement, MFSOK will determine, based on the information obtained through reasonable diligence of MFSOK whether a municipal securities transaction or municipal financial product is suitable for the Client. In addition, MFSOK will inform the Client of:

A. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;

B. the basis upon which MFSOK reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Client; and

C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If the Client elects a course of action that is independent of or contrary to the advice provided by MFSOK, MFSOK is not required on that basis to disengage from the Client.

X. Record Retention

Pursuant to SEC and MSRB record retention regulations, Municipal Finance Services, Inc. will maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Client for six (6) years.

Notices

Any and all notices pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

MFSOK:

Municipal Finance Services, Inc.
Attn: Jon Wolff
PO Box 747
Edmond, OK 73083-0747

CLIENT:

The Mustang Improvement Authority
Attn: City Manager
1501 North Mustang Road
Mustang, OK 73064

Acceptance

If there are any questions regarding the above, please do not hesitate to contact MFSOK. If the foregoing terms meet with your approval, please indicate your acceptance by executing all original copies of this letter and keeping one copy for your file.

By signing this agreement, the Client acknowledges the provisions set forth in the agreement and understands its respective rights, duties, and responsibilities. Furthermore, the Scope of Services contained herein have been reviewed and are hereby approved.

Client and MFSOK have entered into this Agreement by the duly authorized representatives which was approved on December 2, 2025, at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: ____
Jon Wolff, President

The Mustang Improvement Authority

By: ____
Chairman

Agenda Item No: H.6

Mustang City Council Agenda Item Report

Meeting Date: December 2, 2025
Submitted by: Tammi Noblitt
Submitting Department: Finance
Item Type: Approval
Agenda Section: DISCUSSION ITEMS

Subject Title:
*Discussion, Consideration, and Possible Action to Approve Agreement between The Public Finance Law Group, PLLC and the City of Mustang and its Public Trust including the Mustang Improvement Authority.

Recommendation:

Initiator:
Tammi Noblitt

Background:
The Public Finance Law Group, PLLC has provided bond counsel services for the City of Mustang since 2009.

Financial Impact:
$2,500 fixed amount, plus 1.00% of the principal amount of the loan.

Staff Comments:

Attachments:
Engagement Letter - OWRB.pdf

THE
PUBLIC FINANCE
LAW GROUP PLLC
ATTORNEYS AND COUNSELORS AT LAW

t 405.235.3413 • f 405.235.2807
5657 N. Classen Boulevard, Suite 100 • Oklahoma City, OK 73118

AGREEMENT FOR BOND COUNSEL SERVICES

THE MUSTANG IMPROVEMENT AUTHORITY
CLEAN WATER SRF PROMISSORY NOTE
TO OKLAHOMA WATER RESOURCES BOARD

THIS AGREEMENT is entered into as of December 2, 2025, by and among THE PUBLIC FINANCE LAW GROUP PLLC ("PFLG"), and THE MUSTANG IMPROVEMENT AUTHORITY (the "Issuer"), a public trust with the City of Mustang, Oklahoma (the "City") as its beneficiary, as follows:

RECITALS

WHEREAS, the Issuer desires to engage PFLG as bond counsel in connection with the financing of certain advanced metering infrastructure improvements serving the City of Mustang, Oklahoma (the "Project"); and

WHEREAS, to finance all or a portion of the costs of the Project, the Issuer intends to issue or cause to be issued its Clean Water SRF Promissory Note to Oklahoma Water Resources Board in the principal amount of approximately $6,200,000.00 (the "Note"); and

WHEREAS, PFLG possesses the necessary professional capabilities and resources to provide the legal services required by Issuer as described in this Agreement.

AGREEMENTS

1. Scope of Services.

A. *Bond Counsel Services*. PFLG will render the following services as bond counsel to the Issuer:

(1) Consultation with representatives of the Issuer, including the manager of the Issuer, counsel to Issuer, Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed financing.

(2) Preparation of loan, security and other authorizing documents (the "Financing Documents").

(3) Review of documentation with respect to any letter of credit, bond insurance and/or reserve fund surety policy provided in connection with the Note, if any.

(4) Attendance at such meetings or hearings of the Issuer and working group meetings or conference calls as the Issuer may request, and assistance to the Issuer staff in preparation of such explanations or presentations to the governing body of the Issuer as they may request.

(5) Preparation of final closing papers to be executed by the Issuer required to effect delivery of the Note and coordination of the Note closing.

(6) Rendering of bond counsel's customary final legal opinion on the validity of the securities and, with respect to tax-exempt securities, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and Issuer acknowledge that Issuer shall be represented by Jonathan E. Miller, Esq., City Attorney ("Issuer's Counsel") for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Issuer's Counsel to the extent requested by Issuer or Issuer's Counsel.

PFLG and Issuer further acknowledge that the Issuer shall be represented by Municipal Finance Services, Inc., a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1 (referred to herein as an "Independent Registered Municipal Advisor" or "IRMA"). PFLG is a firm of attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG and its attorneys do not represent themselves to be a financial advisor or financial expert. Therefore, PFLG is excluded from the definition of Municipal Advisor, and PFLG does not intend to provide any advice with respect to municipal financial products or the issuance of municipal securities outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. Notwithstanding the foregoing and assuming the Issuer does retain an Independent Registered Municipal Advisor, in the event certain advice may be construed as beyond the scope of traditional legal services, the Issuer specifically acknowledges that PFLG may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) the Issuer is represented by an Independent Registered Municipal Advisor not associated with PFLG, (ii) the Issuer hereby advises PFLG that the Issuer is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) the Issuer has been advised that PFLG is not a municipal advisor and PFLG owes no federal statutory fiduciary duty to the Issuer. In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, Issuer, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of Issuer or any other party to the transaction in any litigation or other legal or administrative proceeding involving the Note, the Project or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG will not be responsible for preparing, reviewing, or opining with respect to any Official Statement and/or any Continuing Disclosure Undertakings applicable to the Note (if any), including but not limited to the accuracy, completeness or sufficiency of the Official Statement, Continuing Disclosure Undertaking, or other offering material relating to the Note. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of issuance of the Note and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Note, Note proceeds or the Project after issuance of the Note.

B. *[Left Blank Intentionally]*

2. <u>Compensation and Reimbursements.</u>

A. *Compensation for Bond Counsel Services*. For services as bond counsel to the Issuer, PFLG shall be paid a fixed fee at the time of issuance of the Note of one percent (1.0%) of the original principal amount of the Note.

B. *[Left Blank Intentionally]*

C. *Expenses*. PFLG shall also be paid a fixed amount of $2,500.00 to cover expenses and transcript production and distribution, provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with the Note shall be paid directly by the Issuer, but if paid by PFLG on behalf of the Issuer, shall be reimbursed to PFLG on demand.

D. *Payment*. Fees and expenses shall be payable by Issuer at the time of issuance of the Note. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the Note and shall be entirely contingent upon issuance of the Note.

E. *Termination of Agreement and Legal Services*. This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by Issuer, shall, at the option of Issuer, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Issuer, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Note; provided that Issuer shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Note or the Issuer.

3. Nature of Engagement; Relationships With Other Parties.

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Note, PFLG will act as special counsel to Issuer with respect to issuance of the Note; i.e., PFLG will assist the Issuer's Counsel in representing Issuer but only with respect to validity of the Note and the Financing Documents, and the tax status of interest on the Note, in a manner not inconsistent with the role of bond counsel described above.

Issuer acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Note financing or the Project or that may be involved with or adverse to Issuer in this or some other matter. PFLG agrees not to represent any such entity in connection with the Note financing, during the term of this Agreement, without the consent of Issuer. Given the special, limited role of bond counsel described above, Issuer acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and Issuer specifically consents to any and all such relationships.

4. Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer and PFLG any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer and PFLG.

PFLG may not assign its obligations under this Agreement without written consent of Issuer except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG are transferred. Issuer may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the Note (if not the Issuer). Issuer shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG. All references to PFLG and Issuer in this Agreement shall be deemed to refer to any such successor of PFLG and to any such assignee of Issuer and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

5. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

6. Notices.

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118
Attention: Allan A. Brooks or Nathan D. Ellis

ISSUER:

The Mustang Improvement Authority
1501 North Mustang Road
Mustang, OK 73064
Attention: City Manager

[Remainder of Page Left Blank Intentionally]

Issuer and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: ________________________________
Allan A. Brooks, III, Esq.

THE MUSTANG IMPROVEMENT AUTHORITY

By: ________________________________
Title: Chairman
Date: December 2, 2025

Agenda Item No: H.7

Mustang City Council Agenda Item Report

Meeting Date: December 2, 2025
Submitted by: Janet Watts
Submitting Department: Finance
Item Type: Resolution
Agenda Section: DISCUSSION ITEMS

Subject Title:
*Discussion, Consideration, and Possible Action regarding Resolution No. 26-016, a Resolution of the City of Mustang, Oklahoma (the "City") approving the incurrence of Indebtedness by The Mustang Improvement Authority (the "Authority") issuing, sale and delivery of a promissory note of the Authority to the Oklahoma Water Resources Board; ratifying and confirming a lease agreement, as amended, by and between the City and the Authority pertaining to certain water and sanitary sewer systems; ratifying and confirming a sales tax agreement by and between the City and the Authority pertaining to a year-to-year pledge of certain sales tax revenue; and containing other provisions related thereto.

Recommendation:

Initiator:
Tammi Noblitt

Background:
In order to address the water meter system project within the City of Mustang and Mustang Improvement Authority a resolution authorizing the issuance of a promissory note, Series 2026A, shall be considered by the Authority not to exceed $6,200,000.

Financial Impact:
Shall not exceed $6,200,000

Staff Comments:

Attachments:
Res. 26-016 Approving OWRB Promissory for AMI.pdf

RESOLUTION NO. 26-016

A RESOLUTION OF THE CITY OF MUSTANG, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE MUSTANG IMPROVEMENT AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF A PROMISSORY NOTE OF THE AUTHORITY TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING A LEASE AGREEMENT, AS AMENDED, BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO CERTAIN WATER AND SANITARY SEWER SYSTEMS; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, The Mustang Improvement Authority (the "Authority") did, by its Resolution adopted December 2, 2025, authorize the issuance, sale and delivery of its Series 2026A Clean Water SRF Promissory Note to Oklahoma Water Resources Board; and

WHEREAS, the City hereby determines that the actions taken by the Authority should be authorized and approved; and

WHEREAS, the City hereby determines that such other action necessary or attendant to accomplishment of the referenced financing should be considered by the City Council of the City.

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

Section 1. Issuance of Note. That the issuance, sale and delivery of The Mustang Improvement Authority, Canadian County, Oklahoma, Series 2026A Clean Water SRF Promissory Note to Oklahoma Water Resources Board in the principal amount of not-to-exceed $6,200,000.00 (the "2026A Note"), all as approved by said Authority on December 2, 2025, be and hereby is authorized, approved and ratified.

Section 2. Approval. That all actions heretofore taken by the Authority in connection with the issuance, sale and delivery of the 2026A Note and all other aspects of the transaction be and are hereby authorized, approved and ratified.

Section 3. Lease Agreement. The Lease Agreement dated August 6, 1963, as amended by an Amendment to Lease dated January 25, 1991, between the City and the Authority (collectively, the "Lease Agreement"), whereby the City leased it existing and hereafter acquired interest in the water and sanitary sewer systems to the Authority and whereby the Authority agreed to operate and maintain said systems, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2026A Note is paid.

Section 4. Sales Tax Agreement. The Sales Tax Agreement dated as of November 1, 2021, by and between the City and the Authority (the "Sales Tax Agreement"), which Sales Tax Agreement pertains to the year-to-year pledge of the Sales Tax Revenue as security for the 2026A Note, is hereby ratified and confirmed.

Section 5. Necessary Action. That the Mayor or Vice Mayor and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the issuance, sale and delivery of the 2026A Note and all other aspects of the transaction.

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PASSED AND APPROVED THIS 2^{ND} DAY OF DECEMBER, 2025.

CITY OF MUSTANG, OKLAHOMA

By ____
Mayor

ATTEST:

By ___________________________
City Clerk

(SEAL)

STATE OF OKLAHOMA)
)SS
COUNTY OF CANADIAN)

I, the undersigned, City Clerk of the City of Mustang, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the City Council of said City held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the "Open Meeting Law" was complied with for such meeting.

GIVEN UNDER MY HAND THIS 2ND DAY OF DECEMBER, 2025.

(SEAL)

____
City Clerk

Mustang City Council Agenda Item Report

Meeting Date: December 2, 2025
Submitted by: Janet Watts
Submitting Department: Finance
Item Type: Resolution
Agenda Section: DISCUSSION ITEMS

Subject Title:
*Discussion, Consideration, and Possible Action regarding Resolution No. 26-017, a Resolution of the Mustang Improvement Authority (the "Borrower") approving and authorizing a Clean Water SRF Loan from the Oklahoma Water Resources Board in the total aggregate principal amount of not-to-exceed $6,200,000; approving the issuance of a promissory note in the total aggregate principal amount of not-to-exceed $6,200,000 secured by a pledge of revenues and authorizing its execution; approving and authorizing the execution of a loan agreement for loan agreement for Clean Water SRF Loan; designating a local trustee and approving and authorizing the execution of a trust agreement, approving and authorizing the execution of a security agreement, ratifying and confirming a lease agreement, as amended, by and between the City of Mustang, Oklahoma (the "City") and the borrower pertaining to certain water and sanitary sewer systems; ratifying and confirming a sales tax agreement by and between the City and the Borrower pertaining to a year-to-year pledge of certain sales tax revenue; approving various covenants; approving and authorizing application to the Oklahoma Water Resources Board; approving and authorizing professional services agreements; approving and authorizing the establishment of a project costs disbursement account and the payment of fees and expenses; and containing other provisions related thereto.

Recommendation:

Initiator:
Tammi Noblitt

Background:
In order to address the water meter system project.

Financial Impact:
Not to exceed $6,200,000.

Staff Comments:

Attachments:
Res 26-017 Approving OWRB AMI Loan.pdf

RESOLUTION NO. 26-017

A RESOLUTION OF THE MUSTANG IMPROVEMENT AUTHORITY (THE "BORROWER") APPROVING AND AUTHORIZING A CLEAN WATER SRF LOAN FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT-TO-EXCEED $6,200,000; APPROVING THE ISSUANCE OF A PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT-TO-EXCEED $6,200,000, SECURED BY A PLEDGE OF REVENUES AND AUTHORIZING ITS EXECUTION; APPROVING AND AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT FOR CLEAN WATER SRF LOAN; DESIGNATING A LOCAL TRUSTEE AND APPROVING AND AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT; APPROVING AND AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT; RATIFYING AND CONFIRMING A LEASE AGREEMENT, AS AMENDED, BY AND BETWEEN THE CITY OF MUSTANG, OKLAHOMA (THE "CITY") AND THE BORROWER PERTAINING TO CERTAIN WATER AND SANITARY SEWER SYSTEMS; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT BY AND BETWEEN THE CITY AND THE BORROWER PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUE; APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING APPLICATION TO THE OKLAHOMA WATER RESOURCES BOARD; APPROVING AND AUTHORIZING PROFESSIONAL SERVICES AGREEMENTS; APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A PROJECT COSTS DISBURSEMENT ACCOUNT AND THE PAYMENT OF FEES AND EXPENSES; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, The Mustang Improvement Authority, Canadian County, Oklahoma (the "Borrower"), was organized under Title 60, Oklahoma Statutes 2021, Sections 176-180.4, as amended, for the purpose of furthering the public functions of the City of Mustang, Oklahoma (the "City"); and

WHEREAS, the Borrower is authorized and has determined to finance construction of certain advanced metering infrastructure improvements, along with related costs (the "Project"), and in payment of part of the cost thereof, to seek money in the form of a Clean Water SRF Loan from the Oklahoma Water Resources Board (the "Board") in the amount of not to exceed $6,200,000; and

WHEREAS, the Borrower heretofore issued its (i) Series 2009 Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated June 8, 2009, issued in the aggregate principal amount of $6,590,000.00; (ii) Utility System and Sales Tax Revenue Note, Series 2016 dated October 12, 2016, issued in the aggregate principal amount of $13,385,000.00; (iii) Utility System and Sales Tax Revenue Note, Series 2017 dated July 11, 2017, issued in the aggregate principal amount of $11,615,000.00; (iv) Utility System and Sales Tax Revenue Note, Series 2020 dated August 12, 2020, issued in the aggregate principal amount of $4,021,000.00; and (v) Utility System and Sales Tax Revenue Note, Series 2020A dated November 6, 2020, issued in the aggregate principal amount of $5,925,000.00 (collectively, the "Existing Indebtedness"); and

WHEREAS, the Board has under consideration a loan application of the Borrower and the Borrower has determined to borrow money from the Board for the purpose of financing the Project and to evidence such loan by the issuance of the Borrower's Series 2026A Clean Water SRF Promissory Note to Oklahoma Water Resources Board in the original principal amount of not-to-exceed $6,200,000.00 (the "2026A Note"), said 2026A Note to be secured by a lien on the revenues derived from the water and sanitary sewer systems of the Borrower (collectively, the "System") and a year-to-year pledge of the proceeds of an aggregate total of four percent (4.0%) sales tax (the "Sales Tax Revenue"); provided, said pledge and lien shall be on a parity in all respects with the Borrower's Existing Indebtedness; and

WHEREAS, it is the desire of the Borrower to authorize the execution and delivery of any and all documents necessary or attendant to the issuance of the 2026A Note.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MUSTANG IMPROVEMENT AUTHORITY, CANADIAN COUNTY, OKLAHOMA:

Section 1. Issuance of 2026A Note. The Borrower is hereby authorized to accept said loan and issue its 2026A Note payable to the Board and secured by a pledge of revenue derived from the operation of the System and a year-to-year pledge of the Sales Tax Revenue. The officers of the Borrower are hereby authorized and directed to execute said 2026A Note and to do any and all lawful things to effect said loan and secure said loan from the Board, provided that the principal amount of the 2026A Note shall be in the amount not-to-exceed $6,200,000, and the rate of interest on the 2026A Note shall be a fixed rate of interest not-to-exceed of three and one-half percent (3.5%) per annum inclusive of administrative fees of one half of one percent (1/2%), with the term of the 2026A Note to be approximately fifteen (15) years following completion of the Project. The principal amount, rate of interest, and maturity date shall be established per a Certificate of Determination to be executed by the Chairman or Vice Chairman of the Borrower.

Section 2. Execution of Loan Agreement for Clean Water SRF Loan. The Loan Agreement for Clean Water SRF Loan by and between the Borrower and the Board (the "Loan Agreement") is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby authorized to execute same for and on behalf of the Borrower, and to do all other lawful things to carry out the terms and conditions of said Loan Agreement.

Section 3. Designation of Local Trustee and Execution of Trust Agreement. The Borrower hereby designates BancFirst, to serve as local trustee (the "Local Trustee") of certain funds in relation to the 2026A Note. The Trust Agreement by and between the Borrower and the Local Trustee, pertaining to the 2026A Note (the "Trust Agreement") is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary are hereby authorized to execute same for and on behalf of the Borrower, and to do all other lawful things to carry out the terms and conditions of said Trust Agreement.

Section 4. Execution of Security Agreement. The Security Agreement by the Borrower in favor of the Board (the "Security Agreement"), whereby the Borrower gives a lien on the revenues of the System and the Sales Tax Revenue to the Board to secure payment of the 2026A Note is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary are hereby authorized to execute same for and on behalf of the Borrower, and do all other lawful things to carry out the terms and conditions of said Security Agreement.

Section 5. Lease Agreement. The Lease Agreement dated August 6, 1963, as amended by an Amendment to Lease dated January 25, 1991, between the City and the Borrower (collectively, the “Lease Agreement”), whereby the City leased it existing and hereafter acquired interest in the water and sanitary sewer systems to the Borrower and whereby the Borrower agreed to operate and maintain said systems, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2026A Note is paid.

Section 6. Sales Tax Agreement. The Sales Tax Agreement dated as of October 1, 2016, by and between the City and the Borrower (the “Sales Tax Agreement”), which Sales Tax Agreement pertains to the year-to-year pledge of the Sales Tax Revenue as security for the 2026A Note, is hereby ratified and confirmed.

Section 7. Covenants of Borrower. Until payment in full of the 2026A Note and performance of all obligations owing to the Board under the Loan Agreement and the instruments executed pursuant hereto, unless the Board shall otherwise consent in writing, the Borrower hereby represents its intent to abide by and carry out the covenants contained in the Security Agreement and the Loan Agreement, which covenants are incorporated herein in their entirety.

Section 8. Application. The Borrower shall file an Application(s) with the Oklahoma Water Resources Board seeking financial assistance through the OWRB Clean Water State Revolving Fund Loan Program (CWSRF); and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby authorized to execute said Application(s) for and on behalf of the Borrower. The Borrower is further authorized to advance to the Oklahoma Water Resources Board the necessary application fees in connection with the referenced Application(s).

Section 9. Professional Services Agreements. The Borrower is authorized to enter into legal services agreements with The Public Finance Law Group PLLC, as the Borrower’s Bond Counsel, and professional services agreements with Municipal Finance Services, Inc., as the Borrower’s Financial Advisor.

Section 10. Project Costs Disbursement Account; Fees and Expenses. The Borrower is authorized to establish an account or accounts as necessary to serve as the Project Costs Disbursement Account described in the Loan Agreement. Upon closing of the referenced loan, the officers of the Borrower are hereby authorized to disburse (from loan proceeds or other available funds of the Borrower) certain fees and expenses all as set forth on Exhibit “A” hereto, all as more fully set forth on the Borrower’s Closing Order to be executed in connection with the closing of the financing referenced herein.

Section 11. Necessary Action. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby further authorized on behalf of the Borrower to approve the disbursement of the proceeds of the 2026A Note and other funds of the Borrower in connection with the issuance of the 2026A Note and the accomplishment of the transaction contemplated hereby, including the execution of the Letter of Binding Commitment; and further, to accept, receive, execute, attest, seal and deliver the above mentioned documents and all additional documentation, certifications and instruments and to take such further actions as may be required in connection with the transaction contemplated hereby, and are further authorized to approve and make any changes to the documents approved by this Resolution, for and on behalf of the Borrower, the execution and delivery of such documents being conclusive as to the approval of any terms contained therein.

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ADOPTED AND APPROVED THIS 2^{ND} DAY OF DECEMBER, 2025.

THE MUSTANG IMPROVEMENT AUTHORITY

____

Chairman

ATTEST:

____

Secretary

(SEAL)

STATE OF OKLAHOMA)
)SS
COUNTY OF CANADIAN)

I, the undersigned, Secretary of The Mustang Improvement Authority, Canadian County, Oklahoma, an Oklahoma public trust, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the Board of Trustees of said public trust held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the "Open Meeting Law" was complied with for such meeting.

GIVEN UNDER MY HAND THIS 2ND DAY OF DECEMBER, 2025.

(SEAL)

____
Secretary

EXHIBIT "A"

Fees and Expenses Paid at Closing

The Public Finance Law Group PLLC	
Legal Fee and Reimbursement of Expenses:	One percent (1%) of the original principal amount of the 2026A Note plus $2,500 expenses
Municipal Finance Services, Inc.	
Financial Advisory Fee and Reimbursement of Expenses:	One percent (1%) of the original principal amount of the 2026A Note plus $2,500 expenses
BancFirst	
Acceptance Fee	$500.00

Agenda Item No: I.1

Mustang City Council Agenda Item Report

Meeting Date: December 2, 2025
Submitted by: Jon Miller
Submitting Department: Law
Item Type: Report
Agenda Section: MATTERS FOR EXECUTIVE SESSION

Subject Title:
*Consideration of possible purchase of interest in real property; and, possible executive session as authorized by 25 Okla. Stat. § 307(b)(3).

Recommendation:
Adjourn to executive session

Initiator:
Jon MIller, City Attorney

Background:
Background will be discussed in executive session.

Financial Impact:
TBD

Staff Comments:
Staff recommends adjourning to executive session to receive report and consider possible action.

Attachments:

Agenda Item No: I.2

Mustang City Council Agenda Item Report

Meeting Date: December 2, 2025
Submitted by: Tammi Noblitt
Submitting Department: City Clerk
Item Type: Approval
Agenda Section: MATTERS FOR EXECUTIVE SESSION

Subject Title:
Consideration of City Manager's Employment Agreement; and, proposed Executive Session as authorized by 25 Okla. Stat. 307(B)(1).

Recommendation:
Adjourn to Executive Session to discuss, and take appropriate action after exiting executive session.

Initiator:
Tammi Noblitt, City Clerk

Background:
The City Manager's Employment Agreement is on for consideration and action.

Financial Impact:
To be determined

Staff Comments:
Staff recommends adjourning to executive session for discussion and making any appropriate action after exiting from executive session.

Attachments: