

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION

Jim Harris, Pastor, Clear Springs Freewill Baptist Church

C. ROLL CALL

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

F. CONSENT AGENDA

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

1. Approval of **11/17/15** City Council Minutes.
- *2. Claims List for **FY'16**
- *3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
4. Approval to Turn **Past Due Library Accounts** over to the Collection Agency.
- *5. Approval of **Schedule of Meetings** for City Council, Boards and Commissions, and **Holiday** for the City of Mustang/MIA for the Year 2016.
6. Approval to **Deny Tort Claim** by Donita Vance, Date of Incident September 16, 2015, in the amount of \$2,000.
- *7. Approval of **Maintenance Bonds** for Water Lines, Sewer Lines and Paving/Drainage for Hyde Park Addition.

G. INFORMATION/REPORTS

1. City Manager
Included in Agenda Packet
2. City Council

H. DISCUSSION ITEMS

1. **Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1132** Relating to Cable Service and the City's Regulation Thereof, Amending Chapter 22, Article IV, and all of Divisions 1, 2 and 3 of the Mustang Municipal Code, and Declaring an Emergency.
2. **Public Hearing, Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1133**, an Ordinance Enacting the "Cable Franchise Agreement" with COXCOM, LLC for a ten (10) year term with the conditions set forth therein, and Declaring an Emergency.
3. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 16-021** Designating Wreckers to be Used when Impounding Vehicles, Creating a Wrecker Rotation System and Imposing Requirements for Providing Wrecker Services when Requested by the City of Mustang.

J. CITY ATTORNEY'S REPORT

None.

K. ADJOURNMENT

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

**MUSTANG CITY COUNCIL
NOVEMBER 17, 2015**

The Mustang City Council met in regular session on Tuesday, November 17, 2015, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Friday, November 13, 2015, at 3:00 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE/INVOCATION (Dave Owens, Pastor, Christ Lutheran Church)

Pastor Owens led the assembly in the Pledge and Invocation. He stated the Church was in the midst of assembling Thanksgiving baskets to distribute to families in need and then will begin on Christmas baskets, stating the Church is blessed.

C. ROLL CALL

Councilmembers Present:	Riley
	Grider
	Jones
	Hagan
	Schweinberg

Councilmembers Absent:	Staples
	Adams

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

None.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

1. Approval of **11/03/15** City Council Minutes.
2. Approval of **11/09/15** City Council Special Meeting (Work Session) Minutes.
- *3. Claims List for **FY'16**
- *4. Approval of **Change Order #1 and Final Pay Application** for Project Titled Meadow Lane Sanitary Sewer Rehabilitation.

5. Acceptance of **Agreement for Library Funding** between the City of Mustang and the Canadian County Educational Facilities Authority.

MOTION was made by **Councilman Riley**, seconded by **Councilman Jones**, to approve Items F-1 thru F-5 of the Consent Agenda.

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

G. INFORMATION/REPORTS

1. City Manager

City Manager Rooney presented awards given by the Oklahoma Recreation and Parks Society at their Annual Conference to the Mustang Parks and Recreation Department in recognition of their excellent service and programs:

- He presented to Assistant Parks and Recreation Director **Jean Heasley** and Special Events Coordinator **Heather Huff** the Oklahoma Recreation and Park Society, Inc.'s "2015 Award of Excellence" presented to Mother & Son Pirate Party in recognition of providing exceptional quality in Parks and Recreational Programming/Special Events.
- He presented to Sports Coordinator **Nic Bailey** and Head Grounds-keeper **Blake Dickson** the Oklahoma Recreation and Park Society, Inc.'s "2015 Award of Excellence" presented to Youth Sports Complex in recognition of providing exceptional quality in Parks and Recreational Facilities/Projects.

City Manager Rooney stated an informational meeting would be held on Thursday, November 19th at 6:00 pm at the Nazarene Church to be held by the oil company applying to drill in the Mustang area stating it would include a question and answer session.

2. City Council

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

Councilwoman Hagan stated several street lights were out on west Highway 152.

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

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

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

Vice Mayor Schweinberg advised everyone the Christmas tree lighting would be held on December 7th inviting everyone to come and enjoy stating it is a great event.

- a. Approval of **Proclamation** Declaring the Month of November as "**Diabetes Awareness Month**".

Vice Mayor Schweinberg read the Proclamation.

MOTION was made by **Vice Mayor Schweinberg**, seconded by **Councilman Jones**, to approve the Proclamation Declaring the Month of November as "**Diabetes Awareness Month**".

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

H. DISCUSSION ITEMS

1. **Discussion, Consideration and Possible Action** regarding Approval of Ordinance No. 1132 Relating to Cable Service and the City's Regulation Thereof, Amending Chapter 22, Article IV, and all of Divisions 1, 2 and 3 of the Mustang Municipal Code, and Declaring an Emergency.

MOTION was made by **Vice Mayor Schweinberg**, seconded by **Councilwoman Hagan**, to Table to the December 1, 2015 City Council meeting, Ordinance No. 1132 Relating to Cable Service and the City's Regulation Thereof, Amending Chapter 22, Article IV, and all of Divisions 1, 2 and 3 of the Mustang Municipal Code, and Declaring an Emergency.

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

2. **Public Hearing, Discussion, Consideration and Possible Action** regarding Approval of Ordinance No. 1133, an Ordinance Enacting the "Cable Franchise Agreement" with COXCOM, LLC for a ten (10) year term with the conditions set forth therein, and Declaring an Emergency.

Vice Mayor Schweinberg opened the matter for Public Hearing.

There were no requests to speak.

MOTION was made by **Vice Mayor Schweinberg**, seconded by **Councilman Grider**, to close the Public Hearing.

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

MOTION was made by **Councilman Schweinberg**, seconded by **Councilwoman Hagan**, to Table to the December 1, 2015 City Council meeting, Ordinance No. 1133, an Ordinance Enacting the "Cable Franchise Agreement" with COXCOM, LLC for a ten (10) year term with the conditions set forth therein, and Declaring an Emergency.

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

J. CITY ATTORNEY'S REPORT

None.

K. ADJOURNMENT

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

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

The meeting was adjourned at **7:13 p.m.**

Jay Adams, Mayor

Attest:

Lisa Martin, City Clerk

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 MAYOR AND COUNCIL						
16-0946	01-C0108	COWAN GROUP	ENGINEERING SERVICES	12/2015	201511202163	2,829.58
16-0003	01-H0045	STEVEN HUDDLESTON	COURT APPEARANCES	12/2015	201511202149	1,600.00
16-0438	01-J0040	JGVE, INC.	ENGINEERING FEES	11/2015	15111903	250.00
16-0987	01-M0180	MUSTANG CHAMBER OF COMMER	ANNUAL FUNDING FEE	11/2015	11578	10,000.00
16-0016	01-W0001	WHEATLEY, SEGLER, OSBY &	MIMONTHLY RETAINER FEES	11/2015	16308	2,284.75
DEPARTMENT TOTAL:						16,964.33
DEPARTMENT: 11 CITY MANAGER						
16-0956	01-A0164	LAURA ANDERSON	REIMBURSEMENT FOR EE APPR	11/2015	201511202161	252.72
16-0869	01-C5250	COMTECH DESIGN, PRINT &	THANK YOU CARDS/ENVELOPES	11/2015	127235	402.39
16-0035	01-M0001	MUSTANG NEWS CORPORATION	LEGAL PUBLICATIONS	11/2015	RES 16-020	139.65
16-0112	01-M0180	MUSTANG CHAMBER OF COMMER	BUSINESS LUNCHEON MEETING	11/2015	11503	250.00
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2015	201511202151	100.00
16-0597	01-S0093	SMART TECHNOLOGIES INC	SOUND BAR FOR COMPUTER	11/2015	716719	29.95
16-1011	01-T0029	THOMSON REUTERS - WEST	OK STATUTE 2015	11/2015	832920538	143.52
DEPARTMENT TOTAL:						1,318.23
DEPARTMENT: 12 LIBRARY						
16-0094	01-B1023	BAKER N TAYLOR	BOOKS FOR COLLECTION	11/2015	5013862757	420.36
16-0095	01-B1023	BAKER N TAYLOR	CHILDRENS MATERIALS	11/2015	5013862756	303.34
16-0523	01-B1023	BAKER N TAYLOR	CHILDRENS MATERIALS	11/2015	5013862754	456.32
16-0091	01-M0263	MIDWEST TAPE, LLC	CHILDRENS AUDIO & DVD MAT	11/2015	93304364	233.18
16-0092	01-M0263	MIDWEST TAPE, LLC	NONPRINT MATERIALS	11/2015	93346261	305.77
16-0932	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	11/2015	201511202170	51.27
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2015	201511202151	17.00
DEPARTMENT TOTAL:						1,787.24
DEPARTMENT: 13 PARKS AND RECREATION						
16-0937	01-B0160	SPORT SUPPLY GROUP INC	BASKETBALLS, BALL CAGE	11/2015	97396593	458.49
16-0862	01-C0189	TODD D. ABRELL	PARTS TO REPAIR EQUIPMENT	11/2015	6788	27.18
16-0833	01-F1049	FORE WHEEL GOLF CARS	GOLF CART RENTALS	11/2015	13419	235.00
16-0954	01-O0179	OK DEPT OF LABOR	ELEVATOR INSPECTION/FEE	11/2015	151109E33705	100.00
16-0932	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	11/2015	201511202170	8.00
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2015	201511202151	225.00
16-0947	01-S0156	STREETSIDE INC.	LIGHTS ON GAZEBO	11/2015	792	4,950.00
16-0202	01-S0328	SPRINT SOLUTIONS, INC	ASP/CAMP CELL PHONES	11/2015	597274785-091	155.56
16-0763	01-W0020	WALMART COMMUNITY BRC	CANDY & SUPPLIES FOR SPOO	11/2015	201511202175	1,465.17
16-0818	01-W0020	WALMART COMMUNITY BRC	CANDY FOR SPOOKTACULAR	11/2015	201511202176	750.00
16-0883	01-W0135	WARREN POWER & MACHINERY	INADDITIONAL WAIVER FORM	11/2015	A2181401	56.25
DEPARTMENT TOTAL:						8,430.65

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15 GENERAL GOVERNMENT						
16-0315	01-C0278	COX COMMUNICATIONS	TELEPHONE/INTERNET	11/2015	201511232180	6,524.76
16-0018	01-D0088	DEPT OF CORRECTIONS	INMATE LABOR	11/2015	UNC2016-MUS-4058	47.38
16-0010	01-I0015	INCODE	WEBSITE FEES, U.B., COURT	11/2015	025-141168	250.00
16-0004	01-K0127	KG HOLDINGS	INCENTIVE PAY	12/2015	201511202150	4,833.33
16-0970	01-M0160	MUNICIPAL CODE CORP	CODE OF ORDINANCES	11/2015	263008	700.00
16-0984	01-00179	OK DEPT OF LABOR	BOILER & TANK INSPECTIONS	11/2015	201511202168	25.00
16-0028	01-P1051	PITNEY BOWES	BULK POSTAGE	11/2015	201511242181	4,603.95
16-0024	01-S0085	SILVER STAR CONSTRUCTION	COMAINTENANCE CONTRACT	11/2015	23524A	125,518.25
16-0948	01-S0156	STREETSIDE INC.	LIGHTS @ CITY HALL	11/2015	792a	3,300.00
DEPARTMENT TOTAL:						145,802.67
DEPARTMENT: 18 TOWN CENTER						
16-0902	01-C0098	COMMERCIAL SERVICES CORPORAHVAC REPAIRS @ TOWN CENTE		11/2015	17318A	4,000.00
16-0925	01-C0098	COMMERCIAL SERVICES CORPORAHVAC REPAIR		11/2015	17318	786.74
16-0767	01-L0052	LOCKE SUPPLY COMPANY	LIGHTS BULBS & BALLASTS	11/2015	27147865-00	25.00
16-0984	01-00179	OK DEPT OF LABOR	BOILER & TANK INSPECTIONS	11/2015	201511202168	30.00
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2015	201511202151	42.00
16-0276	01-S1165	INTERLINE BRANDS, INC	LIGHTS, TRASH BAGS, SUPPL	11/2015	351208376	845.75
DEPARTMENT TOTAL:						5,729.49
DEPARTMENT: 19 BALL COMPLEX						
16-0114	01-A0110	ALL SEASON BUILDING SUPPLY, ITEMS FOR SPORTS COMPLEX		11/2015	46342	77.57
16-0749	01-A0131	JAMES HILLIS	PORT A POTTIES @ PARK	11/2015	14281	147.00
16-0474	01-B0154	ICE MAKER SALES & SERVICE, FREEZER REPAIR		11/2015	1039767	229.00
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2015	201511202151	83.00
16-0988	01-T0114	TRINITY BRICK SALES, INC	MASONRY ANGLE IRON	11/2015	261612	370.00
DEPARTMENT TOTAL:						906.57
DEPARTMENT: 20 AQUATICS						
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2015	201511202151	33.00
DEPARTMENT TOTAL:						33.00

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 21 FINANCE						
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2015	201511202151	83.00
16-0895	01-S0093	SMART TECHNOLOGIES INC	HP MONITOR/SOUND BAR	11/2015	716766	245.42
16-0632	01-W0015	WALKER COMPANIES, INC	NOTARY FOR COURT CLERK	11/2015	15748	88.00
DEPARTMENT TOTAL:						416.42
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
16-0985	01-C185	OK CONST. INDUSTRIES BOARD	RENEWAL FOR LICENSES	11/2015	201511202162	35.00
16-0565	01-L0026	LEADERSHIP CANADIAN CO.	LEADERSHIP CANADIAN CO.	11/2015	201511202166	250.00
16-0122	01-M0001	MUSTANG NEWS CORPORATION	LEGAL PUBLICATIONS	11/2015	V-11-6-15-2-28	249.10
16-0955	01-M0170	DAVID L. MORRIS	BRAKES FOR TRUCK	11/2015	11.20.15	297.00
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2015	201511202151	125.00
16-0986	01-S0260	DANA L. GRAHAM	ELECTRICAL CODE COURSE	11/2015	201511202172	75.00
16-0836	01-W0015	WALKER COMPANIES, INC	NOTARY PUBLIC	11/2015	16471	88.00
DEPARTMENT TOTAL:						1,119.10
DEPARTMENT: 41 POLICE						
16-0886	01-B0156	BROWNELLS, INC	GUN PARTS & CLEANING SUPP	11/2015	118088169.00	941.46
16-0248	01-C0218	CRUSE UNIFORMS & EQUIPMENT	REMINGTON RIFLES	11/2015	348722	1,425.00
16-0984	01-O0179	OK DEPT OF LABOR	BOILER & TANK INSPECTIONS	11/2015	201511202168	5.00
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2015	201511202151	1,163.00
16-0184	01-W0020	WALMART COMMUNITY BRC	SUPPLIES, MAINTENANCE, EQ	11/2015	201511202178	171.38
16-0950	01-Y0030	YUKON POLICE DEPARTMENT	FTO COORDINATOR CLASS	11/2015	MS 527 11-19-2015	100.00
DEPARTMENT TOTAL:						3,805.84
DEPARTMENT: 42 ANIMAL CONTROL						
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2015	201511202151	4.00
16-0184	01-W0020	WALMART COMMUNITY BRC	SUPPLIES, MAINTENANCE, EQ	11/2015	201511202178	49.84
DEPARTMENT TOTAL:						53.84
DEPARTMENT: 51 FIRE						
16-0808	01-A0110	ALL SEASON BUILDING SUPPLY,	BUILDING REPAIRS	11/2015	48031	18.91
16-0951	01-C0017	BRYAN ALBRECHT	TOW FROM UNION CITY	11/2015	64022	318.00
16-0868	01-C0065	CASCO INDUSTRIES, INCORPORATE	RECHARGEABLE FLASHLIGHT	11/2015	161882	90.73
16-0933	01-C0065	CASCO INDUSTRIES, INCORPORATE	THERMAL IMAGING LANYARD	11/2015	162427	74.25
16-0139	01-G0040	GENTRY SERVICE & REPAIR,	INSERVICE HEAT & AIR	11/2015	151444	400.00
16-0405	01-G0195	GUEST SERVICES	MEALS FOR COURSE	11/2015	194422	300.48
16-0872	01-J1061	BILL JUSTICE	CPR & FIRST AID CARDS	11/2015	118	125.00
16-0856	01-L1040	LINKS LAWN EQUIPMENT	REPAIR STIHL LEAF BLOWER	11/2015	16190	50.00
16-0806	01-O0025	O'REILLY AUTOMOTIVE, INC	VEHICLE REPAIRS	11/2015	0309-486175	13.37
16-0952	01-O0100	OK FIRE PENSION	VOLUNTEER FIREFIGHTERS	11/2015	201511202169	300.00
16-0984	01-O0179	OK DEPT OF LABOR	BOILER & TANK INSPECTIONS	11/2015	201511202168	10.00
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2015	201511202151	1,250.00
16-0915	01-R0146	ROGUE COMP AUTOMOTIVE	REPAIR EXHAUST MANIFOLD	11/2015	382	1,498.78
16-0878	01-S0206	STOLZ TELECOM, LLC	ELECTRONIC TECHNICIAN	11/2015	1485	180.00

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 51 FIRE						
16-0773	01-S1015	S&S TEXTILES	LARGE PINK T'S	11/2015	41310	40.00
16-0949	01-T0002	T & W TIRE	E-4 LF TIRE REPAIR	11/2015	5579188	106.50
16-0350	01-U0055	UNIFIRST HOLDINGS, INC.	SHOP TOWELS, MOP HEADS	11/2015	825 1051793	41.45
16-0717	01-W0020	WALMART COMMUNITY BRC	MISC. SUPPLIES	11/2015	201511202174	36.91
16-0809	01-W0020	WALMART COMMUNITY BRC	MISC. SUPPLIES	11/2015	201511202173	7.97
DEPARTMENT TOTAL:						4,862.35
DEPARTMENT: 61 STREETS						
16-0989	01-00055	OG&E COMPANY	ELECTRIC SERVICE	11/2015	201511202167	106.00
DEPARTMENT TOTAL:						106.00
FUND TOTAL:						191,335.73

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
16-0990	01-A0292	ACME BRICK COMPANY	BRICK & SUPPLIES	11/2015	8540264 RI	3,741.71
DEPARTMENT TOTAL:						3,741.71
FUND TOTAL:						3,741.71

FUND: 08 - PD TRAFFIC ENFORCEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE ENFORCEMENT						
16-0909	01-10126	COLOSSUS, INCORPORATED	MOBILE COP LICENSE RENEWA	11/2015	3310	450.36
DEPARTMENT TOTAL:						450.36
FUND TOTAL:						450.36

FUND: 12 - 2012 GO BOND-TOWN CENTER

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15 ADMINISTRATION						
16-0654	01-B0242	BENTLEY FLOORING, INC	CARPET REPLACEMENT	11/2015	I-14683	2,350.28
16-0861	01-S1002	STERLING J. BEECROFT, LLC	REWIRE GREAT ROOM	11/2015	3192	7,486.00
DEPARTMENT TOTAL:						9,836.28
FUND TOTAL:						9,836.28

11/24/2015 2:09 PM

PURCHASE ORDER CLAIM REGISTER

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FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 18 TOWN CENTER						
16-0110	01-S0085	SILVER STAR CONSTRUCTION	COROADWAY & PARKING LOTS	11/2015	23524	7,293.75
DEPARTMENT TOTAL:						7,293.75
DEPARTMENT: 19 BALL COMPLEX						
16-0110	01-S0085	SILVER STAR CONSTRUCTION	COROADWAY & PARKING LOTS	11/2015	23524	7,293.75
DEPARTMENT TOTAL:						7,293.75
FUND TOTAL:						14,587.50

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
16-0935	01-B0048	BARNUM & CLINTON, P.L.L.C.	WORKERS COMP CLAIM	11/2015	201511202153	300.00
16-0939	01-C1180	COMMUNITY HOSPITAL	WORKERS COMP CLAIM	11/2015	201511202154	265.58
16-0942	01-H0150	HUMAN PERFORMANCE CENTER #7	WORKERS COMP CLAIM	11/2015	201511202156	947.07
16-0945	01-M0240	HEALTHSMART BENEFIT SOLUTION	WORKERS COMP CLAIM	11/2015	201511202155	140.00
16-0943	01-M0287	MCMC, LLC	WORKERS COMP CLAIM	11/2015	201511202157	103.05
16-0941	01-M1044	MODERN MEDICAL, INC	WORKERS COMP CLAIM	11/2015	201511202158	22.67
16-0944	01-O1050	OK RADIOLOGY GROUP, PC	WORKERS COMP CLAIM	11/2015	201511202159	10.05
16-0940	01-S1313	ST ANTHONY'S HEALTH CENTER	WORKERS COMP CLAIM	11/2015	201511202160	1,300.84

DEPARTMENT TOTAL: 3,089.26

FUND TOTAL: 3,089.26

GRAND TOTAL: 539,759.98

NOVEMBER 2015**VISA**

511	CITY MANAGER	\$ 500.00
512	LIBRARY	\$ 3,500.00
513	PARKS & RECREATION	\$ 4,000.00
515	GENERAL GOVERNMENT	\$ 3,000.00
518	TOWN CENTER	\$ 5,000.00
521	FINANCE	\$ 200.00
531	COMM. DEV.	\$ 500.00
541	POLICE	\$ 2,500.00
551	FIRE	\$ 500.00
	TOTAL	\$ 19,700.00

November 2015 PAYROLL

<u>DEPT</u>		
511	CITY MANAGER	\$ 34,974.66
512	LIBRARY	\$ 37,520.37
513	PARKS & RECREATION	\$ 71,453.56
518	TOWN CENTER	\$ 7,485.96
519	BALL COMPLEX	\$ 17,052.40
520	AQUATICS	\$ 2,759.33
521	FINANCE	\$ 46,933.33
531	COMMUNITY DEVELOPMENT	\$ 39,196.07
541	POLICE	\$ 242,131.74
542	ANIMAL CONTROL	\$ 4,751.88
543	OHSO GRANT	\$ 2,032.83
551	FIRE	\$ 157,971.24
TOTAL		\$ 664,263.37

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

- 1. ITEM NO.** F-3
- 2. DATE** December 1, 2015
- 3. TITLE:** Approval to turn past due utility accounts over to the collection agency.
- 4. COUNCIL ACTION:** Approve or Deny
- 5. INITIATOR:** Janet Watts, Finance Director
- 6. BACKGROUND:** The attached utility accounts are past due and need to be sent to collections. Total balance is \$2,053.17 excluding collection agency fees.
- 7. STAFF SOURCE:** Janet Watts, Finance Director
- 8. FINANCIAL IMPACT:** Bad debt write-off of \$2,053.17
- 9. STAFF COMMENTS:** Recommends turning accounts over to collections.
- 10. CITY ATTORNEY'S COMMENTS:**
- 11. RESOLUTION/ORDINANCE NO.** N/A

JANA FERRELL - COLLECTIONS

12/01/2015

ACCOUNT NUMBER	NAME	SERVICE ADDRESS	MAILING ADDRESS	BALANCE	AGENCY FEE	TOTAL FEE
23-0827-01-0 START DATE: 12-12-05 FINAL DATE: 10-15-15	BEADEL, ADRIAN	531 W BROADWAY POINT CT WAY MUSTANG, OK 73064	1014 W KYLE WAY MUSTANG, OK 73064	\$ 98.95	\$ 34.63	\$ 133.58
07-0030-08-0 START DATE: 8-3-12 FINAL DATE: 9-22-15	BEAVERS, ROBERT	745 W SHEPHERD DR MUSTANG, OK 73064	745 W SHEPHERD DR MUSTANG, OK 73064	\$ 249.51	\$ 87.33	\$ 336.84
06-0148-04-0 START DATE: 5-20-15 FINAL DATE: 9-22-15	BRITTON, KEITH	910 W KYLE WAY MUSTANG, OK 73064	910 W KYLE WAY MUSTANG, OK 73064	\$ 225.60	\$ 78.96	\$ 304.56
05-0212-10-0 START DATE: 3-30-10 FINAL DATE: 10-8-15	COTTON, JAMES	1190 W WESTCHESTER WAY MUSTANG, OK 73064	1190 W WESTCHESTER WAY MUSTANG, OK 73064	\$ 184.56	\$ 64.60	\$ 249.16
01-0296-10-0 START DATE: 3-11-14 FINAL DATE: 9-30-15	ENERGY PIONEER SOLUTIONS	536 W SH 152 STE 101 MUSTANG, OK 73064	222 W 3RD STREET HASTING, NE 68901	\$ 232.85	\$ 81.50	\$ 314.35
04-0117-03-0 START DATE: 1-22-15 FINAL DATE: 9-18-15	FRAZIER, CHRIS & JEANNIE	1401 W PARK WAY MUSTANG, OK 73064	2324 WAYNE CUTT AVENUE YUKON, OK 73099	\$ 113.64	\$ 39.77	\$ 153.41
14-0109-08-0 START DATE: 7-20-15 FINAL DATE: 10-9-15	LIRA, MELISSA	1008 S MUSTANG RD MUSTANG, OK 73064	1008 S MUSTANG RD MUSTANG, OK 73064	\$ 81.76	\$ 28.62	\$ 110.38
21-0189-11-0 START DATE: 7-2-15 FINAL DATE: 9-29-15	LUPER, MAX	2027 EAST HILL TERR MUSTANG, OK 73064	1247 SHEFFIELD PL THOUSAND OAKS, CA 91360	\$ 80.63	\$ 28.22	\$ 108.85
23-0093-01-0 START DATE: 6-20-00 FINAL DATE: 10-5-15	REED, SHANE	701 W ALAMO WAY MUSTANG, OK 73064	12033 133RD TERR PIEDMONT, OK 73078	\$ 325.64	\$ 113.97	\$ 439.61
11-0078-04-0 START DATE: 3-22-13 FINAL DATE: 10-7-15	REID, MONTANA	409 W HILLCREST DR MUSTANG, OK 73064	409 W HILLCREST DR MUSTANG, OK 73064	\$ 208.07	\$ 72.82	\$ 280.89
06-0401-05-0 START DATE: 6-6-14 FINAL DATE: 10-1-15	SANDOVAL, OMAR	929 W GRIGGS WAY MUSTANG, OK 73064	929 W GRIGGS WAY MUSTANG, OK 73064	\$ 106.08	\$ 37.13	\$ 143.21
14-0105-02-0 START DATE: 11-21-14 FINAL DATE: 9-25-14	SCRUGGS, TAYLOR	1254 S MUSTANG RD MUSTANG, OK 73064	1254 S MUSTANG RD MUSTANG, OK 73064	\$ 99.24	\$ 34.73	\$ 133.97
21-0188-09-0 START DATE: 5-1-15 FINAL DATE: 10-5-15	WIMBERLY, KELLY	2025 EAST HILL TERR MUSTANG, OK 73064	808 E PARK TECUMSEH, OK 74873	\$ 46.64	\$ 16.32	\$ 62.96

ACCOUNTS: 13

TOTALS: \$ 2,053.17 \$ 683.98 \$ 2,638.20

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. F-4
2. MEETING DATE: November 20 , 2015
3. TITLE: Approval to turn past due library accounts over to collection agency.
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Desiree Webber, Library Director
6. BACKGROUND:
The attached library accounts are past due and need to be sent to collections.
The total balance is \$1,302.15 plus collection agency fees.
7. FINANCIAL IMPACT:
Inventory loss of \$1,302.15
8. STAFF COMMENTS: Recommend Approval
9. STAFF SOURCE: Desiree Webber, Library Director
10. CITY ATTORNEY COMMENTS:
11. RESOLUTION/ORDINANCE NO. N/A

Council Copy
Accounts Sent to Collections
for May and June 2015

	Acct #	NAME/RESPONSIBLE PARTY	CITY, STATE, ZIP	BOOK BALANCE
1	0065513	MEGHAN GALE BANNEN	MUSTANG, OK 73064	144.87
2	0063736	BECKY J BRAND	MUSTANG, OK 73064	65.81
3	0064958	KELSY D HANCOCK	MUSTANG, OK 73064	55.97
4	0064892	CHANIKA J JACOBSEN	OKC, OK 73128	147.62
5	0062410	AUBREE C MAKER	MUSTANG, OK 73064	52.87
6	0045713	KEVIN DEAN D RAMSEY	MUSTANG, OK 73064	79.96
7	0065552	ASHTON JULIAN VOGEL	YUKON, OK 73099	141.94
8	0065220	MICHELLE J WILES	MUSTANG, OK 73064	112.86
9	0029525	KHRISTINE MICHELLE YATES	MUSTANG, OK 73064	62.47
			TOTAL FOR INDIVIDUALS	864.37
12	0056322	AMANDA GAYLE DICKSON	YUKON, OK 73099	79.40
13	0065331	KELLI A EATMON	MUSTANG, OK 73099	83.90
14	0064521	ALISHA HAUCH	MUSTANG, OK 73099	132.61
15	0065236	SPARKLE NICOLE SMITH	MUSTANG, OK 73099	77.90
16	0059493	MARGARITE ZAPATKA	YUKON, OK 73099	63.97
			FAMILY TOTAL	437.78
			OVERALL TOTAL	1,302.15

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. F-5
2. MEETING DATE: December 1, 2015
3. TITLE: Approval of Schedule of Meetings for City Council, Boards and Commissions, and Holidays for the City of Mustang/ MIA for the Year 2016
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Lisa Martin, City Clerk
6. BACKGROUND:

All schedules of meetings for the City Council/MIA, Boards and Commissions, and the holiday schedule for the City of Mustang are to be submitted to the City Clerk and approved by the City Council by December 15th of every year. This item is to meet this requirement.
7. FINANCIAL IMPACT: None.
8. STAFF COMMENTS: Recommend Approval
9. STAFF SOURCE: Lisa Martin, City Clerk
10. RESOLUTION /
 ORDINANCE NO.

**2016 SCHEDULE OF MEETINGS
MUSTANG CITY COUNCIL AND MUSTANG IMPROVEMENT AUTHORITY
MUSTANG MUNICIPAL BUILDING
1501 N. MUSTANG ROAD
MUSTANG, OKLAHOMA
1ST AND 3RD TUESDAY OF EACH MONTH @ 7:00 p.m.**

DATE

Tuesday, 01/05/16
Tuesday, 01/19/16

Tuesday, 02/02/16
Tuesday, 02/16/16

Tuesday, 03/01/16
Tuesday, 03/15/16

Tuesday, 04/05/16
Tuesday, 04/19/16

Tuesday, 05/03/16
Tuesday, 05/17/16

Tuesday, 06/07/16
Tuesday, 06/21/16

Tuesday, 07/05/16
Tuesday, 07/19/16

Tuesday, 08/02/16
Tuesday, 08/16/16

Tuesday, 09/06/16
Tuesday, 09/20/16

Tuesday, 10/04/16
Tuesday, 10/18/16

Tuesday, 11/01/16
Tuesday, 11/15/16

Tuesday, 12/06/16
Tuesday, 12/20/16

****Per the City Code - Section 2-31 – Time and Place of Meetings – The Council of the City shall hold regular meetings at 7:00 p.m. on the first and third Tuesday of every month; provided that, if such a Tuesday falls on a Holiday, the regular meeting shall be held at that time on the next day which is not a holiday.***

MUSTANG PLANNING COMMISSION 2016 MEETING SCHEDULE

(SECOND AND FOURTH TUESDAY OF EVERY MONTH 7 P.M.)

TUESDAY JANUARY 12

TUESDAY JANUARY 26

TUESDAY FEBRUARY 9

TUESDAY FEBRUARY 23

TUESDAY MARCH 8

TUESDAY MARCH 22

TUESDAY APRIL 12

TUESDAY APRIL 26

TUESDAY MAY 10

TUESDAY MAY 24

TUESDAY JUNE 14

TUESDAY JUNE 28

TUESDAY JULY 12

TUESDAY JULY 26

TUESDAY AUGUST 9

TUESDAY AUGUST 23

TUESDAY SEPTEMBER 13

TUESDAY SEPTEMBER 27

TUESDAY OCTOBER 11

TUESDAY OCTOBER 25

TUESDAY NOVEMBER 8

TUESDAY NOVEMBER 22

TUESDAY DECEMBER 13

TUESDAY DECEMBER 27

MUSTANG BOARD OF ADJUSTMENT 2016 MEETING SCHEDULE

(MEETS ON AN AS NEEDED BASIS 6 P.M.)

TUESDAY	JANUARY 12
TUESDAY	JANUARY 26
TUESDAY	FEBRUARY 9
TUESDAY	FEBRUARY 23
TUESDAY	MARCH 8
TUESDAY	MARCH 22
TUESDAY	APRIL 12
TUESDAY	APRIL 26
TUESDAY	MAY 10
TUESDAY	MAY 24
TUESDAY	JUNE 14
TUESDAY	JUNE 28
TUESDAY	JULY 12
TUESDAY	JULY 26
TUESDAY	AUGUST 9
TUESDAY	AUGUST 23
TUESDAY	SEPTEMBER 13
TUESDAY	SEPTEMBER 27
TUESDAY	OCTOBER 11
TUESDAY	OCTOBER 25
TUESDAY	NOVEMBER 8

TUESDAY NOVEMBER 22

TUESDAY DECEMBER 13

TUESDAY DECEMBER 27

MUSTANG TRAFFIC COMMISSION 2016 MEETING SCHEDULE

(SECOND WEDNESDAY EVERY MONTH 10:00 A.M.)

WEDNESDAY	JANUARY 13
WEDNESDAY	FEBRUARY 10
WEDNESDAY	MARCH 9
WEDNESDAY	APRIL 13
WEDNESDAY	MAY 11
WEDNESDAY	JUNE 8
WEDNESDAY	JULY 13
WEDNESDAY	AUGUST 10
WEDNESDAY	SEPTEMBER 14
WEDNESDAY	OCTOBER 12
WEDNESDAY	NOVEMBER 9
WEDNESDAY	DECEMBER 14

Leisure Board Meetings 2016

Leisure Services Board meetings are held the fourth Monday of each month, 7pm at Mustang Town Center in classroom A.

January 25

February 22

March 28

April 25

May 23

June 27

July 25

August 22

September 26

October 24

November 28

December 26

**Mustang Public Library Board
Meeting Date for 2016**

The Mustang Public Library Board meets the 4th Thursday of each month
at 5:15 p.m., except as noted by an *

January 28, 2016
February 25, 2016
March 24, 2016
April 28, 2016
May 26, 2016
June 23, 2016
July 28, 2016
August 25, 2016
September 22, 2016
October 27, 2016
November 17, 2016*
No meeting in December 2016

CITY OF MUSTANG
PERSONNEL BOARD
MEETING SCHEDULE FOR 2016

<u>Day</u>	<u>Date</u>	<u>Time</u>
Monday	March 7th	7:00pm
Monday	June 6th	7:00pm
Monday	August 29th	7:00pm
Monday	December 5th	7:00pm

CITY OF MUSTANG

2016 HOLIDAY SCHEDULE

For non-uniformed personnel.

<u>DAY</u>	<u>DATE</u>	<u>HOLIDAY</u>
FRIDAY	January 1st	NEW YEAR'S DAY
MONDAY	January 18th	MARTIN LUTHER KING JR DAY
MONDAY	February 15 th	PRESIDENT'S DAY
MONDAY	May 30 th	MEMORIAL DAY
MONDAY	July 4th	INDEPENDENCE DAY
MONDAY	September 5 th	LABOR DAY
FRIDAY	November 11 th	VETERANS DAY
THURSDAY	November 24 th	THANKSGIVING
FRIDAY	November 25 th	DAY AFTER THANKSGIVING
FRIDAY	December 23 rd	CHRISTMAS EVE
MONDAY	December 26 th	CHRISTMAS DAY

City Hall will be closed in observance of the above holidays.

CITY OF MUSTANG

2016 HOLIDAY SCHEDULE

For Fire Department (union) Personnel

<u>DAY</u>	<u>DATE</u>	<u>HOLIDAY</u>
FRIDAY	January 1st	NEW YEAR'S DAY
MONDAY	January 18 th	MARTIN LUTHER KING JR DAY
THURSDAY	November 24 th	THANKSGIVING
FRIDAY	November 25 th	DAY AFTER THANKSGIVING
SATURDAY	December 24 th	CHRISTMAS EVE
SUNDAY	December 25 th	CHRISTMAS DAY

Holiday Pay or Holiday Worked Pay will be paid in accordance with the contract on the above holidays.

CITY OF MUSTANG

2016 HOLIDAY SCHEDULE

For Police Department Personnel (except office personnel)

<u>DAY</u>	<u>DATE</u>	<u>HOLIDAY</u>
FRIDAY	January 1st	NEW YEAR'S DAY
MONDAY	January 18th	MARTIN LUTHER KING JR DAY
MONDAY	February 15 th	PRESIDENT'S DAY
MONDAY	May 30 th	MEMORIAL DAY
MONDAY	July 4 th	INDEPENDENCE DAY
MONDAY	September 5 th	LABOR DAY
FRIDAY	November 11 th	VETERANS DAY
THURSDAY	November 24 th	THANKSGIVING
FRIDAY	November 25 th	DAY AFTER THANKSGIVING
SATURDAY	December 24 th	CHRISTMAS EVE
SUNDAY	December 25 th	CHRISTMAS DAY

Uniformed Police personnel (union) will be paid in accordance with the current FOP contract for the above holidays.

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. F-6
2. MEETING DATE: December 1, 2015
3. TITLE: Approval to deny Tort Claim by Donita Vance, date of incident September 16, 2015, in the amount of \$2,000.00.
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Lisa Martin, City Clerk
6. BACKGROUND:

Claimant, Donita Vance, submitted this tort claim September 24, 2015, for damage to her home due to sewage backup. She called a plumber who stated the problem was with the City's lines who then contacted the City. She stated she has had her carpets steam cleaned, but did not remove the smell or stains and that her carpets are ruined and need to be replaced. Claim was submitted to the Oklahoma Municipal Assurance Group (OMAG) who investigated the claim and recommended it be denied, stating they found no liability on the City's part regarding this incident. The claimant will have 180 days after notification of denial to file any lawsuit.
7. FINANCIAL IMPACT:
8. STAFF COMMENTS: Recommend Approval
9. STAFF SOURCE: Timothy Rooney, City Manager
10. RESOLUTION / ORDINANCE NO.



Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

November 12, 2015

City of Mustang
Attn: Lisa Martin
1501 N. Mustang Road
Mustang, OK 73064

RE: Member : City of Mustang
Claimant : Donita Vance
Date of Loss : 9/16/2015
Claim No. : 201121-LR

Dear Ms. Martin:

We have completed our investigation regarding the above referenced claim. It is our recommendation to the City of Mustang that this claim be denied. We find no liability on the City's part regarding this incident.

Under the Governmental Tort Claims Act, 51 Okla. Sec. 157(A), this claim will be deemed denied ninety (90) days after it was received by the City of Mustang. 51 Okla. Stat. Sec. 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 12/23/15, you must deny this claim in writing before 12/23/15. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

Please advise us as soon as possible of any official action taken by you on denial of this claim.

Sincerely,

Lori Randall
Claims Adjuster



Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

November 12, 2015

Donita Vance
710 N. Ludy Way
Mustang, OK 73064

RE: Member : City of Mustang
Claimant : Donita Vance
Date of Loss : 9/16/2015
Claim No. : 201121-LR

Dear Ms. Vance:

As the adjuster for the Oklahoma Municipal Assurance Group, the insurer for the City of Mustang, we are recommending denial of this claim and find no liability on the City's part.

Oklahoma law has consistently held that a municipality is not an insurer of its sanitary sewer system. This means that a municipality is not automatically liable for damages to property which result from a sewage backup. A municipality may be liable only if it had prior notice of a defect or problem in the sewer line and failed to take appropriate remedial action within a reasonable time before the damage occurred.

Our investigation indicates that the cause of this sewer backup was unknown and the City had no notice of this problem prior to the sewer backup at 710 N Ludy, Mustang, Ok.

Therefore, we have determined that the City of Mustang was not negligent in its maintenance of the sanitary sewer line. Accordingly, while we regret the inconvenience and distress involved in the clean-up, we do not believe that state law authorizes us to pay for these damages on behalf of the City of Mustang.

Sincerely,

Lori Randall
Claims Adjuster

cc: City of Mustang

**Oklahoma Municipal Assurance Group**

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

September 25, 2015

Donita Vance
710 N. Ludy Way
Mustang, OK 73064

Re: Member : City of Mustang
Claimant : Donita Vance
Date of Loss : 9/16/2015
Claim Number : 201121-LR

Dear Ms. Vance,

This will acknowledge receipt of the above captioned claim. The undersigned will be directing the handling of this matter and will be in touch in the near future.

Sincerely,

Lori Randall
Claims Examiner

LR/jp

cc: City of Mustang

Lisa Martin

From: Lisa Martin
Sent: Thursday, September 24, 2015 2:11 PM
To: 'claimsdepartment@omag.org'
Subject: Tort Claim - City of Mustang
Attachments: Notice of Tort Claim - Donita Vance.pdf; RE: Tort Claim

Attached is a Notice of Tort Claim from Donita Vance at 710 N. Ludy Way. Also attached is an email from Dennis Merrill, Severn Trent's manager regarding the call they received on the back up.

Please let me know if you need anything further.

Thanks,

Lisa Martin
City Clerk, City of Mustang
1501 N. Mustang Road
Mustang, OK 73064
(405) 376-7700
lmartin@cityofmustang.org

Lisa Martin

From: Merrill, Dennis [Dennis.Merrill@STServices.com]
Sent: Thursday, September 24, 2015 1:59 PM
To: Lisa Martin
Cc: Bannen, John
Subject: RE: Tort Claim
Attachments: DOC008.pdf

Lisa

David with Mr. Rooter called in a sewer complaint at 710 N. Ludy Way. There was no mention of sewage backed up into the residence. Our staff observed minor blockage in the line segment serving 710 to 718 and they confirmed 718 to the manhole in the park was clear. Our review of sewage backups (see attachment) on this segment of sanitary sewer line includes the following;

- On 2/23/15 we cleaned this same line segment (710 to 718) per complaint from 714 N. Ludy and confirmed that 718 to park segment was clear.
- On 4/10/13 we confirmed private sewage line blockage at 722 N Ludy Way and confirmed 718 to park segment was clear.
- On 12/31/12, we confirmed private sewage line blockage on 721 N. Ludy Way and confirmed 718 to park segment was clear.

We will add sewer line segment N. Ludy 710 to 718 on semi-annual cleaning schedule.

We should consider asking the resident's at 710 and 714 to install backflow preventers and remind them to avoid dumping grease into the sanitary sewer.

Let me know how I can be of further assistance.

Thanks
Dennis

Thanks
Dennis

From: Merrill, Dennis
Sent: Thursday, September 24, 2015 1:01 PM
To: Lisa Martin <lmartin@cityofmustang.org>
Subject: Re: Tort Claim

I'll try to get you a response today.

Thanks Dennis

NOTICE OF TORT CLAIM**OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN****A. CLAIMANT REPORT**To the City of Mustang
Public entity you are filing this claim against.**PLEASE PRINT OR TYPE AND SIGN**

IMPORTANCE NOTICE: The filing of this form with the City Clerk's office is only the initial step in the claim process and does not indicate in any manner the acceptance of responsibility by the City or its related entities. Written notice is required by law and shall be filed with the City Clerk within one (1) year from the date of occurrence. It will then be sent to OMAG Claims Dept. for investigation. You may expect them to contact you. Failure to file within such time frame may result in the claim being barred in its entirety. Other limitations to your claim may apply (See Oklahoma Statutes Title 51, Section 151-172).

CLAIMANT(S) Donita Vance CLAIMANT(S) SOCIAL SECURITY NUMBER [REDACTED]
ADDRESS 710 N. Ludy Way CLAIMANT(S) DATE OF BIRTH [REDACTED]
Mustang, OK 73064 PHONE: HOME [REDACTED]Continue on another sheet if needed
for any information requested)

1. DATE AND TIME OF INCIDENT 9-16-11 a.m. (1200) p.m.
2. LOCATION OF INCIDENT 710 N. Ludy Way
3. DESCRIBE INCIDENT see attached page

4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:**BODILY INJURY:** WAS CLAIMANT INJURED? YES ___ NO ☒ If yes, complete this section

Describe injury _____

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES ___ NO ☒ If so, please give name, address and
phone number of company _____NAME OF DOCTOR OR HOSPITAL NA

ALL MEDICAL BILLS (attach Copies) \$ _____

LIST OTHER DAMAGES CLAIMED \$ _____

TOTAL BODILY INJURY.....\$ _____

PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.VEHICLE NAME NA BODY TYPE _____ YEAR _____**NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.**

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS _____

PROPERTY DAMAGE (Attach repair bills or two estimates) \$ _____

LIST OTHER DAMAGES CLAIMED \$ _____

TOTAL PROPERTY.....\$ _____

5. NAME OF YOUR INSURANCE CO. POLICY NO. AMOUNT CLAIMED AMOUNT RECEIVED**6. The names of any witnesses known to you.**NA
Name Address Phone Number

Name Address Phone Number

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM.TOTAL CLAIM..... \$ 2,000.00

SIGNATURE(S) _____

DATE _____

B. THIS SECTION IS FOR USE BY THE PUBLIC ENTITY WHICH RECEIVES THE CLAIM

To inquire about this claim you may write to
OMAG Claims Dept. or call 1-800-234-9461; or
in Edmond call 657-1400

This Notice of Tort Claim was received by Lisa Martin
(Title) City Clerk, on 09-24, 20 15

For further information on this claim contact Lisa Martin
(Title) City Clerk, by telephone at (405) 376-7700

The following reports, statements or other documentation, which support our understanding of the facts relating to this claim, are attached:

Persons who have knowledge of the circumstances surrounding this claim are:

	<u>Name</u>	<u>Title/Position</u>	<u>Telephone</u>
1.	<u>Dennis Merrill</u>	<u>Severn Trent</u> <u>Pres Mgr.</u>	<u>405-376-7710</u>
2.			
3.			
4.			

Submitted by: Lisa Martin Date 9-24-15, 20 15

Title: City Clerk
AFTER THE PUBLIC ENTITY HAS RECEIVED THIS
CLAIM, PLEASE PROVIDE INFORMATION REQUESTED
ABOVE AND IMMEDIATELY SEND TO:

OMAG Claims Dept.
3650 S. Boulevard
Edmond, OK 73013-5581
Fax (405) 657-1401

First noticed on (Wed. Sept. 16) evening, I flushed the toilets and they would not flush. I then tried to plunge them. Thurs. morning there was water flowing the bathroom floor and out into living room, and hallway. The water also back up in the bathtub, and shower. I put liquid plumber down these drains. I then called the city of Mustang to inquire if there had been any other complaints in my neighborhood. They said no, so I called a plumber. He came out Fri. morning and snaked my sewer lines and it didn't work. He took the lid off the man hole in my yard, and it was full. He then said the problem was with the city, not my lines. He said his office would call the city of Mustang. He charged me \$98.00.

I have steam cleaned the carpets three times, and the smell and stains are still there. I called some professional cleaning places and they said even if I was to get the carpet clean, the padding would have to come up. They also would charge me hundreds of dollars.

My homeowners insurance is a thousand dollar deductible and I don't have the money. I live on Social Security only. Please help me.

Donita Vance 710 N. Lady way.

(Brewer Carpet in Yukon) Carpet replaced \$1,807.92
(Mr. Rooter) plumbers bill 98.99
Cleaning supplies & plumbing supplies 200.00

295653

INVOICE NUMBER

P.O. #	EXTRA MAN	EXTRA MAN
--------	-----------	-----------

Name
 Job Address: 710 Ludy way
 Bill To:

Phone: (H) (O)

TO OUR CUSTOMERS: Service men are required to have work slips signed. This is done in order to protect you, the workmen and ourselves. This is done to enable us to give you absolute satisfactory service. You are respectively requested to examine material and labor statement before workmen leave the house, and if you find everything satisfactory, okay this ticket. If service is UNSATISFACTORY, IN ANY WAY, PLEASE PHONE OUR OFFICE IMMEDIATELY.

I find the time and material charged above satisfactory and agree to pay reasonable charges for collection, including attorneys fees in event of my default.

A service charge of 1 1/2% per month will be made on all balances 30 days or older past due under our terms of sale.

Signed Dan Vance

A-RUSSELL'S



Mr. Rooter®

EXPERT SEWER & DRAIN CLEANING

8132 W. RENO

OKLAHOMA CITY, OK 73127

"QUICK-AS-A-WINK"®

THANK YOU
for your valued
patronage

FAST 7 DAY SERVICE

946-6005 947-3100
 634-2292 677-5432
 947-5393 348-1222
 329-3722

America's Troubleshooter®



SERVICE PERFORMED		COST
SEWER CLEANED		109.50
EXTRA CABLE/MAN		
EXTRA DRAINS		
SINK/WASHER/COND. DR.		
TUB/SHOWER/FL. DR.		
KITCHEN SINK/LAVATORY		
TOILET/URINAL		
STOOL: AUGER/PULL		
HYDRO JET/CABLE JET		
PUMPING/HAND CLEAN		
GREASE TRAP CLEANED		
SERVICE CALL		
OVERTIME/TRAVEL TIME		
SEWER REPAIR/LABOR		
SEWER REPAIR/MAT		
INSTALL CLEAN OUT		
PLUMBING REPAIR		
PLUMBING MATERIAL		
GAS/WATER REPAIR		
TOTAL \$		98.95
frid Closing		
Sewer from		
C/O		
City man		

DATE Friday 9-18-15 SERVICE MAN Richard

PROBLEMS

1	HAIR/DIAPERS
2	FOOD/GREASE
3	PAPER TOWEL/RAGS
4	SANITARY NAPKIN
5	TREE ROOTS
6	STOPPAGE UNKNOWN
7	DEFECTIVE LINE
8	EXPLAIN:
9	
10	
11	
12	
13	
14	
15	
16	
TYPE LINE	
	CAST IRON
	CLAY TILE
	ORANGEBURG
	CEMENT
	PVC/ABS
	ACCESS
	CLEAN OUT
	DIG UP
	VENT
	OTHER

Time Rec:

Time Fin:

BREWER CARPET ONE
126A WEST MAIN
YUKON, OK 73099
Telephone: 405 354-8762 Fax: 405 354-4917

Page 1

ES512609

QUOTE

Sold To	Ship To
VANCE, DONITA 710 LUDY WAY MUSTANG, OK 73064	VANCE, DONITA 710 LUDY WAY MUSTANG, OK 73064

Quote Date	Home	PO Number	Quote Number
09/22/15	405 376-0682	CARPET	ES512609

Inventory	Style/Item	Color/Description	Quantity	Units	Price	Extension
PY77A	GRAND NATIONAL	POWDER BLUE	420.00	SF	2.70	1,134.00
	COMFORT DELUXE - PAD - 6 FT 00 IN	716	420.00	SF	0.40	168.00
	CARPET INSTALL W/ FURNITURE		420.00	SF	0.85	357.00
17582-04ST	HEALTHINEX PLUS	MICROBIOSTATIC AGENT	1.00	EA	30.95	30.95

In my professional opinion, this carpet is non salvageable. The liquid is delaminating the backing on the carpet and the pad is ruined.

Todd Crawford

— 09/22/15 —

8:43AM —

Sales Representative(s):
TODD CRAWFORD

Material: 1,332.95
Service: 357.00
Misc. Charges: 0.00
Sales Tax: 117.97
Misc. Tax: 0.00

QUOTE TOTAL: \$1,807.92

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-7

2. MEETING DATE: DECEMBER 1, 2015

3. TITLE: MAINTENANCE BONDS FOR WATER LINES, SEWER LINES AND PAVING/DRAINAGE FOR HYDE PARK ADDITION.

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

5. INITIATOR: Community Development Department

COMMENTS & FACTS:

The Maintenance Bonds for the Paving/Drainage, Public Water Lines and Sewer Lines for Prairie Hills Estates Addition, Phase 1 have been received by the Community Development Department. All improvements have been completed and tested.

The bond amounts for water and sewer are 110% of the contract price for 2 years. For paving and drainage, the amount is 100% for the first year, and 10% for four years thereafter.

The bonds have been reviewed and approved by the City Attorney for form and content.

7. FINANCIAL IMPACT: none

8. STAFF COMMENTS: Staff recommends acceptance.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

WATER AND SEWER MAINTENANCE BOND

Bond No. GR29216

KNOW ALL MEN BY THESE PRESENTS:

That we, M & M Ditching, Inc, as Principal, and Granite Re, Inc. as surety, are held and firmly bound unto the CITY OF MUSTANG, a Municipal Corporation, and City of the first class, or the State of Oklahoma, in the full and just sum of One Hundred Ninety Thousand Six Hundred Ten and 20/100, (\$190,610.20), such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 14th day of July, 2014. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: Sewer Line Improvements to Hyde Park, Hwy 92 and SW 59th St is all in compliance with the plans and specifications therefore, made a part of said contract and on file at the City Of Mustang and to maintain the said improvement in the amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

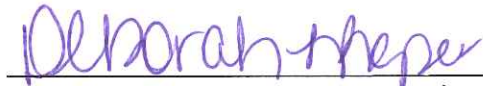
NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City all damages, loss and expense which may result by reason of failure due to defective materials and/or workmanship in connection with said work occurring within a period of two (2) years from and after acceptance of said project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

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

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

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

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

Attest:	<u>M & M Ditching, Inc.</u> Principal
 _____	By:  _____
Witness:	<u>Granite Re, Inc.</u> Surety
 _____	By:  _____
Shelli Samsel	Deborah L. Raper, Attorney-in-Fact

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

City Attorney

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

Attest: _____
Mayor

City Clerk

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

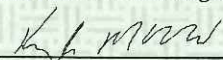
TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 11th day of December, 2014.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



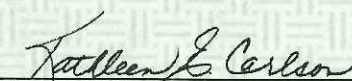

Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 11th day of December, 2014, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257




Notary Public

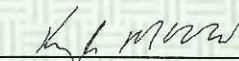
GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
14th day of July, 2014




Kyle P. McDonald, Secretary/Treasurer



CERTIFICATE OF LIABILITY INSURANCE

M&MDI-1

OP ID: TH

DATE (MM/DD/YYYY)

07/14/2014

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

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

PRODUCER RICH & CARTMILL - OKC 1608 NW Expressway, Suite 100 OKLAHOMA CITY, OK 73118 Kyle P Bradford		CONTACT NAME: Terry Holeman PHONE (A/C, No, Ext): 405-418-8626 E-MAIL ADDRESS: tholeman@rcins.com FAX (A/C, No): 405-418-8637		
INSURED M & M Ditching Inc. PO Box 179 Wheatland, OK 73097		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Continental Casualty Co		20443
		INSURER B: Continental Ins Co.		42625
		INSURER C: Nat'l Fire Ins Co of Hartford		20478
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR \$2,000 PD Ded GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC			C5090957459	12/01/2013	12/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			C5090957462	12/01/2013	12/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	A ☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			C5090957476	12/01/2013	12/01/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N	N/A		WC590957445	12/01/2013	12/01/2014	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Water & Sewer line improvements to Hyde Park

CERTIFICATE HOLDER

MUST019

City of Mustang
1501 N. Mustang Rd.
Mustang, OK 73064

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

QUOTE

M&M Ditching, Inc.
P.O. Box 179
Wheatland, OK 73097
Phone: (405) 745-3633

QUOTE DATE: 5/14/14
QUOTE NUMBER: 851
DATE NEEDED:
QUOTE EXPIRES: 6/13/14
Sanitary Sewer

QUOTED FOR: Grubbs Consulting, LLC.
1819 S. Morgan Rd.
Oklahoma City, OK 73128

SHIP TO: Hyde Park
Hwy 92 & SW 59th St
Mustang, OK

CUSTOMER ID	PURCHASE ORDER	SALES REPRESENTATIVE	PAYMENT TERMS	SHIP VIA	F.O.B.	PAGE
245					Origin	1 of 1

QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
3,984.00	1	8" SANITARY SEWER	23.7500	94,620.00
16.00	2	STD. 4' DIA. MANHOLE	1,300.0000	20,800.00
71.00	3	EXTRA DEPTH MANHOLE WALL	125.0000	8,875.00
28.00	4	8" X 4" WYE BRANCH W/1/8 BEND	80.0000	2,240.00
256.00	5	4" RISER	10.0000	2,560.00
162.00	6	TRENCHING 0-6'	1.0000	162.00
375.00	7	TRENCHING 6-8'	1.0000	375.00
1,097.00	8	TRENCHING 8-10'	2.0000	2,194.00
855.00	9	TRENCHING 10-12'	2.0000	1,710.00
758.00	10	TRENCHING 12-14'	3.0000	2,274.00
932.00	11	TRENCHING 14-16'	3.0000	2,796.00
931.00	12	CRUSHED ROCK BEDDING	32.0000	29,792.00
22.00	13	SAND BACKFILL	17.0000	374.00
1.00	14	LOCATOR TAPE	500.0000	500.00
1.00	15	LEAKAGE TEST	250.0000	250.00
1.00	16	DEFLECTION TEST	250.0000	250.00
24.00	17	SAWCUT EXIST. PAVEMENT	5.0000	120.00
39.00	18	REMOVE EXISTING ASPHALT PAVEMENT	10.0000	390.00
6.00	19	8" X 4" WYE SADDLE	500.0000	3,000.00

NOTES: No inspection or survey fees included in price.

SUBTOTAL:	173,282.00
SALES TAX:	0.00
SHIPPING:	0.00
OTHER:	0.00
TOTAL	173,282.00

WATER AND SEWER MAINTENANCE BOND

Bond No. GR29219

KNOW ALL MEN BY THESE PRESENTS:

That we, M & M Ditching, Inc, as Principal, and Granite Re, Inc. as surety, are held and firmly bound unto the CITY OF MUSTANG, a Municipal Corporation, and City of the first class, or the State of Oklahoma, in the full and just sum of One Hundred Fifteen Thousand Eighty Two and 00/100, (\$115,082.00), such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 14th day of July, 2014. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: Water Line to Hyde Park, Hwy 92 and SW 59th St is all in compliance with the plans and specifications therefore, made a part of said contract and on file at the City Of Mustang and to maintain the said improvement in the amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

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

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

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

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

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

Attest:



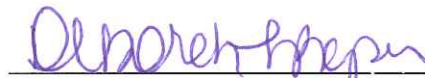
Witness:


Shelli Samsel

M & M Ditching, Inc.
Principal

By: 

Granite Re, Inc.
Surety

By: 
Deborah L. Raper, Attorney-in-Fact

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

City Attorney

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

Attest:

Mayor

City Clerk

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

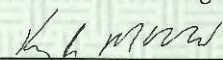
TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 11th day of December, 2014.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 11th day of December, 2014, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257




Notary Public

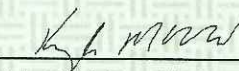
GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
14th day of July, 2014.




Kyle P. McDonald, Secretary/Treasurer



CERTIFICATE OF LIABILITY INSURANCE

M&MDI-1

OP ID: TH

DATE (MM/DD/YYYY)

07/14/2014

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

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

PRODUCER RICH & CARTMILL - OKC 1608 NW Expressway, Suite 100 OKLAHOMA CITY, OK 73118 Kyle P Bradford	CONTACT NAME: Terry Holeman	FAX (A/C, No): 405-418-8637	
	PHONE (A/C, No, Ext): 405-418-8626	E-MAIL ADDRESS: tholeman@rcins.com	
INSURED M & M Ditching Inc. PO Box 179 Wheatland, OK 73097	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Continental Casualty Co		20443
	INSURER B: Continental Ins Co.		42625
	INSURER C: Nat'l Fire Ins Co of Hartford		20478
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ GENERAL LIABILITY			C5090957459	12/01/2013	12/01/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
	☐ \$2,000 PD Ded						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY			C5090957462	12/01/2013	12/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
A	☒ UMBRELLA LIAB			C5090957476	12/01/2013	12/01/2014	EACH OCCURRENCE \$ 2,000,000
	☒ EXCESS LIAB	☒ OCCUR					AGGREGATE \$ 2,000,000
	☐ DED ☒ RETENTION \$ 10,000	☐ CLAIMS-MADE					
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC590957445	12/01/2013	12/01/2014	☒ WC STATUTORY LIMITS ☐ OTHER
	☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Water & Sewer line improvements to Hyde Park

CERTIFICATE HOLDER

MUST019

City of Mustang
1501 N. Mustang Rd.
Mustang, OK 73064

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

QUOTE

M&M Ditching, Inc.
P.O. Box 179
Wheatland, OK 73097
Phone: (405) 745-3633

QUOTE DATE: 5/14/14
QUOTE NUMBER: 853
DATE NEEDED:
QUOTE EXPIRES: 6/13/14

Water Line

QUOTED FOR: Grubbs Consulting, LLC.
1819 S. Morgan Rd.
Oklahoma City, OK 73128

SHIP TO: Hyde Park
Hwy 92 & SW 59th St
Mustang, OK

CUSTOMER ID	PURCHASE ORDER	SALES REPRESENTATIVE	PAYMENT TERMS	SHIP VIA	F.O.B.	PAGE
245					Origin	1 of 2

QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
588.00	1	6" WATER LINE (SDR21 200 PSI)	9.0000	5,292.00
2,258.00	2	8" WATER LINE (SDR21 200 PSI)	10.0000	22,580.00
1.00	3	8" X 8" TAPPING SLEEVE	2,000.0000	2,000.00
1.00	4	8" TAPPING VALVE & BOX	1,500.0000	1,500.00
6.00	5	6" GATE VALVE & BOX	1,000.0000	6,000.00
3.00	6	8" GATE VALVE & BOX	1,500.0000	4,500.00
3.00	7	8" X 6" REDUCER	175.0000	525.00
5.00	8	8" X 6" TEE	500.0000	2,500.00
2.00	9	8" X 8" TEE	400.0000	800.00
2.00	10	8" X 11 1/4 BEND	225.0000	450.00
8.00	11	8" X 22 1/2 BEND	225.0000	1,800.00
2.00	12	8" X 45 BEND	250.0000	500.00
4.00	13	8" X 45 BEND (VERTICAL)	400.0000	1,600.00
2.00	14	8" X 90 BEND	300.0000	600.00
3.00	15	6" X 11 1/4 BEND	175.0000	525.00
9.00	16	6" X 22 1/2 BEND	175.0000	1,575.00
3.00	17	6" X 45 BEND	200.0000	600.00
2.00	18	6" X 6" TAPPING SLEEVE MJ	1,800.0000	3,600.00
2.00	19	6" TAPPING VALVE & BOX	1,000.0000	2,000.00
4.00	20	6" PLUG	100.0000	400.00
2.00	21	2" BLOWOFF	900.0000	1,800.00
6.00	22	FIRE HYDRANT	3,000.0000	18,000.00
6.00	23	12" RISER	400.0000	2,400.00
14.00	24	SINGLE LONG SERVICE (POLY PIPE)	350.0000	4,900.00

SUBTOTAL:
SALES TAX:
SHIPPING:
OTHER:

TOTAL

QUOTE

M&M Ditching, Inc.
P.O. Box 179
Wheatland, OK 73097
Phone: (405) 745-3633

QUOTE DATE: 5/14/14
QUOTE NUMBER: 853
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QUOTE EXPIRES: 6/13/14
Water Line

QUOTED FOR: Grubbs Consulting, LLC.
1819 S. Morgan Rd.
Oklahoma City, OK 73128

SHIP TO: Hyde Park
Hwy 92 & SW 59th St
Mustang, OK

CUSTOMER ID	PURCHASE ORDER	SALES REPRESENTATIVE	PAYMENT TERMS	SHIP VIA	F.O.B.	PAGE
245					Origin	2 of 2

QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
20.00	25	SINGLE SHORT SERVICE (POLY PIPE)	300.0000	6,000.00
369.00	26	SAND BACKFILL	17.0000	6,273.00
1.00	27	TESTING & DISINFECTION	500.0000	500.00
1.00	28	REMOVE EXISTING 6" WATERLINE	4,000.0000	4,000.00
4.00	29	6" X 45 BEND (VERT)	350.0000	1,400.00

NOTES: No inspection or survey fees included in price.

SUBTOTAL:	104,620.00
SALES TAX:	0.00
SHIPPING:	0.00
OTHER:	0.00
TOTAL	104,620.00

MAINTENANCE BOND

Bond No. 674024343

KNOW ALL MEN BY THESE PRESENTS:

That we, T.J. Campbell Construction Company, as principal, and Liberty Mutual Insurance Company, as surety, are held and firmly bound unto THE CITY OF MUSTANG, OKLAHOMA, in the full and just sum of Two Hundred Seven Thousand Twenty Eight and no/100 DOLLARS (\$207,028.00), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of Twenty Thousand Seven Hundred Two and 80/100 DOLLARS (\$20,702.80), such sum being not less than ten percent (10%) of the total contract price of said improvements for a period of Four (4) years thereafter, for the payment of which well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly be these presents.

Dated this 15th day of May, 20 15.

The conditions of this obligation are such that whereas said principal, has by a certain contract between North Fork Development, LLC & T.J. Campbell Construction Company dated the 14th day of May, 20 15, agreed to construct in the CITY OF MUSTANG, OKLAHOMA, Paving & Storm Sewer for Hyde Park

as shown by the plans and specifications on file in the Mustang City Hall, and to maintain the said improvement against any failure due to defective materials or workmanship for a period of Five (5) years from the date of acceptance of the Paving & Storm Sewer by the CITY OF MUSTANG, OKLAHOMA.

NOW THEREFORE, if said T.J. Campbell Construction Company for the period of Five (5) year(s) from and after the completion and acceptance of said improvements shall maintain against any failure due to defective materials or workmanship the said improvements, then this obligation to be void; otherwise, to remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective materials or workmanship for the said period of Five (5) year(s), and at any time repairs shall be necessary, that the cost of making such repairs shall be determined by the Mustang City Engineer or person or persons designated by them to ascertain the same, and if, upon thirty (30) days' notice, the said amount ascertained, shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days, and suit may be maintained to recover the amount so determined in any court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond, as the condition of the improvements may require.

Provided, Further, that the Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

DATED this 15th day of May, 20 15.

ATTEST:

SECRETARY

ATTEST:

SECRETARY



T.J. Campbell Construction Company

PRINCIPAL

By:

Liberty Mutual Insurance Company

SURETY

By:

Kathleen A. Snyder, Attorney-in-Fact

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

CITY ATTORNEY

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

ATTEST:

CITY CLERK

MAYOR

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6497996

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bret S. Burton; Desiree E. Westmoreland; Emily R. Lippert; Jana M. Forrest; Kathleen A. Snyder; Tim H. Heffel

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of March, 2014.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 25th day of March, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of May, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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

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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2015

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

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

PRODUCER IMA, Inc. - Wichita Division PO Box 2992 Wichita, KS 67201 316 267-9221		CONTACT NAME: PHONE (A/C, No, Ext): 316 267-9221 FAX (A/C, No): 316 266-6254 E-MAIL ADDRESS:															
INSURED T. J. Campbell Construction Co. PO Box 3788 Edmond, OK 73083		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER B : Great American Insurance Compan</td> <td>16691</td> </tr> <tr> <td>INSURER C : AGC Comp & Safety Group of OK</td> <td></td> </tr> <tr> <td>INSURER D : Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Company	25658	INSURER B : Great American Insurance Compan	16691	INSURER C : AGC Comp & Safety Group of OK		INSURER D : Travelers Property Casualty Co	25674	INSURER E :		INSURER F :	
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INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC		DTCO2790C884IND14	11/01/2014	07/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		DT8102970C884IND14	11/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000		TUU062976101	11/01/2014	07/01/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		14610087 (OK)	07/01/2014	06/30/2015	☒ WC STATUTORY LIMITS ☐ OTHER
D		N/A	DTJUB2790C88414	11/01/2014	07/01/2015	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

General Liability General Aggregate Limit applies Per Project if required by written contract.

Umbrella Liability is not excess of Employers Liability in policy number 14610087.

R: Paving & Storm Sewer - Hyde Park, Mustang, OK.

CERTIFICATE HOLDER

CANCELLATION

City of Mustang, OK 1501 N Mustang Rd Mustang, OK 73064	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

05/14/2015

14:07

HYDEPARKPAVI

HYDE PARK PAVING

*** Carol Warner

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
10	6" STABILIZED SUBGRADE	10,034.000	SY	6.00	60,204.00
20	3" TYPE "B" ASPHALT	7,308.000	SY	14.50	105,966.00
30	TRAFFIC CONTROL	1.000	LSM	750.00	750.00
40	SAWCUT & REMOVE EXIST. PAVEMENT	114.000	LF	14.00	1,596.00
60	TRICKLE CHANNEL	1,033.000	LF	28.00	28,924.00

PUBLIC PAVING

\$197,440.00

70	18" PRE-FAB END SECTION	2.000	EA	1,750.00	3,500.00
80	18" STORM SEWER (RCP)	54.000	LF	57.00	3,078.00
90	12" DIA. RIP-RAP	10.000	SY	70.00	700.00
100	CRUSHED ROCK BEDDING	7.000	CY	55.00	385.00
110	CRUSHED ROCK BACKFILL	35.000	CY	55.00	1,925.00

PUBLIC STORM SEWER

\$9,588.00

EROSION CONTROL

Bid Total =====>

\$207,028.00

****Notes:**

Items in italics are Non-Additive.

ORDINANCE NO. 1132

AN ORDINANCE RELATING TO CABLE SERVICE AND THE CITY'S REGULATION THEREOF, AMENDING CHAPTER 22, ARTICLE IV, DIVISIONS 1, 2 AND 3 OF THE MUSTANG MUNICIPAL CODE BY: (1) REPEALING ORDINANCE 19,654 WHICH GRANTED A PRIOR FRANCHISE TO COXCOM, INC.; (2) DELETING IN THEIR ENTIRETY EXISTING SECTIONS 22-101 THROUGH 22-110 OF DIVISION 1, SECTIONS 22-151 THROUGH 22-164 OF DIVISION 2, AND SECTIONS 22-181 THROUGH 22-197 OF DIVISION 3; (3) ENACTING IN DIVISION 1 NEW SECTION 22-101 PROVIDING A TITLE, SECTION 22-102 DEFINING TERMS, SECTION 22-103 PROVIDING FOR WAIVER BY FRANCHISEE, SECTION 22-104 PROVIDING CHOICE OF LAW, VENUE AND ATTORNEY FEES, SECTION 22-105 PROVIDING FOR FORFEITURE OR REVOCATION, SECTION 22-106 PROVIDING FOR ADMINISTRATION, SECTION 22-107 ADDRESSING FILINGS WITH REGULATORY AGENCIES; (4) ENACTING IN DIVISION 2 NEW SECTION 22-151 PROVIDING FOR GRANT OF AUTHORITY, SECTION 22-152 PROVIDING CHARACTERISTICS OF FRANCHISE, SECTION 22-153 PROVIDING FOR APPLICATIONS, SECTION 22-154 PROVIDING FOR GRANT OF FRANCHISE, SECTION 22-155 PROVIDING FOR ACCEPTANCE OF FRANCHISE, SECTION 22-156 PROVIDING FOR A FRANCHISE FEE, SECTION 22-157 PROVIDING FOR RENEWAL, SECTION 22-158 PROVIDING FOR TRANSFERS, SECTION 22-159 PROVIDING FOR FRANCHISE REVIEWS, SECTION 22-160 PROVIDING FOR ELECTIONS AND COSTS, SECTION 22-161 PROVIDING FOR INSURANCE, SECTION 22-162 PROVIDING FOR INDEMNIFICATION, SECTION 22-163 PROVIDING FOR PERFORMANCE BOND, AND SECTION 22-164 PROVIDING FOR MAPS, REPORTS AND RECORDS; (5) ENACTING IN DIVISION 3 NEW SECTION 22-181 PROVIDING FOR MINIMUM FACILITY AND SERVICE, SECTION 22-182 PROVIDING SIGNAL QUALITY, SECTION 22-183 PROVIDING FOR CARRIAGE OF SIGNALS, SECTION 22-184 ADDRESSING POLE REGULATIONS, SECTION 22-185 PROVIDING SAFETY REQUIREMENTS, SECTION 22-186 PROVIDING FOR REMOVAL OF FACILITIES, SECTION 22-187 PROVIDING CUSTOMER SERVICE REQUIREMENTS, SECTION 22-188 ADDRESSING FACILITY PLACEMENT AND REGULATIONS, SECTION 22-189 PROVIDING RESERVATION OF RIGHTS, SECTION 22-190 PROVIDING FOR PRIVACY, AND SECTION 22-191 REQUIRING COMPLIANCE WITH

LAWS; (6) PROVIDING FOR REPEALER; (7) PROVIDING FOR SEVERABILITY; (8) AND DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

WITNESSETH:

WHEREAS, the City of Mustang, Oklahoma (City) has the authority to grant a non-exclusive franchise to a cable service provider for the right to use the public streets, and other public ways, for the purpose of maintaining and operating a cable service business within the City.

WHEREAS, the City granted a franchise to Multimedia Cablevision, Inc. ("Multimedia") pursuant to Ordinance Nos. 712 and 713 (the "Franchise"), as approved by the qualified electors of the City on September 14, 1999 which ordinances are incorporated by reference as if fully set forth therein.

WHEREAS, by Ordinance No. 718 adopted by the City on September 7, 1999, the City consented and approved of the transfer of the Franchise from Multimedia to CoxCom, Inc. CoxCom, LLC (the "Company") is the successor-in-interest to CoxCom, Inc..

WHEREAS, the Company, an incumbent cable operator in the City of Mustang, has requested that its cable franchise be renewed pursuant to Section 626 of the federal Cable Act, 47 U.S.C. § 546.

WHEREAS, the continued construction, installation, maintenance and operation of the Company's Cable System involves the occupation of and placement of private commercial facilities in the public streets, and other public ways within the City.

WHEREAS, the City has relied on the Company's representations and has considered the information that the Company has presented to it related to the Company's request for its cable television franchise renewal.

WHEREAS, the City and the Company have informally agreed on the terms and conditions for the renewal of its cable franchise.

WHEREAS, the City held a public hearing, which afforded the public adequate notice and opportunity for comment on the renewed cable television franchise, and, after considering the Company's request and proposal for renewal, and negotiations related thereto, and as a result of a public hearing, the City Council makes the following findings:

- a. The business of delivering cable television services to the residents of the City is a business affected with a public interest.

- b. The Company is a cable television business that has embraced the privilege of conducting such a cable television business in the City.
- c. The construction, installation, maintenance and operation of a cable system involves the occupation of and placement of private commercial facilities in the public streets and other public ways within the City, which is essential to the performance of the general function or purpose of the Company.
- d. The Franchise granted to the Company by the City complies with applicable local, state, and federal laws and regulations.
- e. The Franchise granted to the Company is nonexclusive.
- f. This Ordinance No. 1132 shall be in force and effect on December 1, 2015, so long as the requirements of Section 22-155 of the Mustang Cable Ordinance have been met.

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

SECTION 1. Ordinance Nos. 712 and 713 of The City of Mustang are hereby repealed as of the Effective Date of this ordinance.

SECTION 2. That Sections 22-101 through 22-110 of Chapter 22, Article IV, Division 1, of the Mustang Municipal Code are hereby deleted in their entirety, and new Sections 22-101 through 22-107 are adopted to read as follows:

Sec. 22-101. Short title.

This article shall be known and may be cited as the Mustang Cable Ordinance.

Sec. 22-102. Definitions.

For the purpose of this article, the following terms, phrases, words and their derivations shall have the meanings given in this section, except where the content clearly indicates a different meaning.

“Affiliate” means an entity which owns or controls, is owned or controlled by, or is under common ownership or control with a franchisee.

“Application” means any proposal, submission or request to:

- (1) Construct and operate a cable system within the city;
- (2) Transfer a franchise or control of a franchise;
- (3) Renew a franchise;
- (4) Modify a franchise; or

- (5) Seek any other relief from the city pursuant to this article, a franchise agreement, the cable act as amended, or the Federal Communications Commission (FCC) rules and regulations.

“Basic service” means any service tier which includes the retransmission of local television broadcast signals.

“Cable act” means the Cable Communications Policy Act of 1984, 47 U.S.C. §§ 521 et seq., as amended from time to time

“Cable service” means the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming and other programming service.

“Cable system” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Subchapter II of the Federal Communications Act of 1934, except that such facility shall be considered a cable system (other than for purposes of 47 U.S.C. § 541(c) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with 47 U.S.C. § 573; or (E) any facilities of any electric utility used solely for operating its electric utility system.

“City” means the City of Mustang, a municipal corporation.

“Council” or “City Council” means the City Council of The City of Mustang, Oklahoma, or such other legally appointed or elected successor or agency constituting the governing body of the City.

“FCC” means the Federal Communications Commission and any legally appointed or elected successor thereof.

“Franchise” means an initial authorization, or renewal thereof, (including a renewal of an authorization which has been granted subject to 47 U.S.C. § 546), issued by the City, which authorizes the construction or operation of a cable system within public rights-of-way for the business of delivering a cable service

to the residents of the City, which is a business affected with a public interest. Said business could not be conducted without the occupation of and placement of private commercial facilities in the public streets and other public ways of the City, which is essential to the performance of the general function or purpose of the grantee.

“Franchise fee” means the fee a franchisee is required to pay under the terms of a Franchise for consideration of the rights and privileges granted therein, subject to the limitations of 47 U.S.C. §542.

“Franchisee” means any person granted a franchise pursuant to this article and shall include any successor thereto.

“Gross revenues” means all cash, credits, property or other consideration of any kind or nature received directly or indirectly by the franchisee, its subsidiaries and affiliates who are cable operators arising from, attributable to, or in any way derived from the operation of the system to provide cable service within the city. Gross revenues shall include, but not be limited to, monthly fees charged to subscribers for basic service; any optional, pay per view, premium, per-channel or per-program service or charges for any other type of service; installation, disconnection and change in service fees; leased channel fees; fees, payments or other consideration received from programmers for carriage of cable service programming; converter and equipment rental fees; advertising revenues; revenues from home shopping channels; fees from use of access channels; and revenues from studio rental, production fees and equipment charges when applicable. Gross revenues shall not include any sales, excise or other taxes or fees which are imposed directly on any cable service subscriber by any governmental unit or agency and which are collected by the franchisee on behalf of such governmental unit or agency, late payment fees, revenues from contracts for in-home maintenance service unless they relate solely to the maintenance of equipment used only for the provisioning of cable services and not for the provisioning of any other service provided by a franchisee or its affiliates, revenue from the sale of capital assets or equipment. Exchange or other nonmonetary compensation shall be includable in gross revenues at the retail value of the compensation received by the franchisee.

“May” is permissive.

“Normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, normal business hours must include some evening hours at least one night per week and/or some weekend hours.

"Ordinance" means the Mustang Cable Ordinance, unless otherwise indicated.

"Person" means an individual, partnership, association, corporation or any lawful successor, transferee or assignee of said individual, partnership, association, organization or corporation.

"Public school" means any elementary, junior high or high school within the City by a public school system.

"Public way" means each of the following which has been dedicated to the public or hereafter is dedicated to the public and maintained under public authority or by others and located within the City limits: streets, roadways, highways, avenues, lanes, alleys, sidewalks, easements, rights-of-way and similar public ways and extensions and additions thereto, together with such other public property and areas that the City shall permit to be included within the definition of street from time to time..

"Service area" means the present municipal boundaries of the city and any additions thereto by annexation or other legal means.

"State" means the State of Oklahoma.

"Shall" and "will" are mandatory and not merely directory.

"Subscriber" means any person who lawfully receives any form of Cable service from a Franchisee.

"Transfer of franchise" means any transaction in which:

- (1) Any ownership or other interest in a franchise or its system is transferred from one person or group of persons to another person or group of persons, none of whom already own a controlling ownership interest in the transferring person; or
- (2) The rights and/or obligations held by the franchisee under a franchise agreement are transferred or assigned to another person or group of persons, none of whom already own a controlling ownership interest in the transferring person..

Sec. 22-103. Waiver by franchisee.

A franchisee shall abide by all provisions of this article and the franchise agreement, and by accepting a franchise agrees that it will not at any time in the future set up as against the city or the council that claim that the provisions of this

article are unreasonable, unlawful, arbitrary or void, except as to matters that are preempted or superseded by federal or state law or regulations.

Sec. 22-104. Choice of law, venue and attorney fees.

- (a) Except as otherwise provided in this section, this article and any franchise agreement shall be governed by the laws of the state. The district court of the county and the United States Court for the Western District of Oklahoma shall have venue and jurisdiction exclusively for any action in law or equity which may be instituted to enforce the terms of this article, the franchise agreement or other applicable laws, rules and regulations.
- (b) If any legal action is instituted by either party to enforce any terms of this article or the franchise agreement, the attorney fees, costs of the action including, but not limited to, court costs, expert witness fees and all other actual expenses incurred by the prevailing party shall be paid by the losing party.

Sec. 22-105. Forfeiture or revocation.

- (a) Grounds for revocation. The City reserves the right to revoke any franchise granted hereunder and rescind all rights and privileges associated with the franchise only under the following circumstances, each of which shall represent a default and breach under this chapter and the franchise grant:
 - (1) if the franchisee should default in the performance of any of its material obligations under this chapter or under the franchise.
 - (2) if the franchisee should fail to provide or maintain in full force and effect, the liability and indemnification coverages as may be required herein.
 - (3) if any court of competent jurisdiction, the Federal Communications Commission or any State regulatory body by rules, decision, or other action determines that any material provision of the franchise documents, including this chapter, is invalid or unenforceable prior to the commencement of construction of the cable system.
 - (4) if the franchisee should frequently violate any orders or rulings of any regulatory body having jurisdiction over the franchisee relative to this franchise.

- (5) if the franchisee fails to receive necessary Federal Communications Commission certification.
 - (6) if the franchisee fails to provide cable services for any reason within the control of the franchisee over the cable system.
 - (7) if the franchisee is found by a court of competent jurisdiction to have attempted to evade any of the provisions of this chapter or the franchise agreement or practices any fraud or deceit upon the City.
- (b) A franchisee shall not be declared at fault or be subject to any sanction under any provision of this chapter in any case in which performance of any such provision is prevented for reasons beyond the franchisee's control. A fault shall not be deemed to be beyond the franchisee's control if committed by an Affiliate or a corporation or other business entity in which the franchisee holds a controlling interest, whether directly or indirectly.
- (c) Procedure prior to revocation.
 - (1) the City Manager may make written demand that the franchisee do or comply with any such requirement, limitation, term, condition, rule or regulation. If the failure, refusal or neglect of the franchisee continues for a period of 30 days following such written demand, the City Manager may place his request for termination of the franchise upon the next regular Council meeting agenda. The City Manager shall cause to be served upon such franchisee, at least ten days prior to the date of such Council meeting, a written notice of his intent to request such termination, and the time and place of the meeting, notice of which shall be published by the City Clerk at least once ten days before such meeting in a newspaper of general circulation within the City.
 - (2) the Council shall consider the request of the City Manager and shall hear any persons interested therein, and shall determine, in its discretion, whether or not any failure, refusal or neglect by the franchisee was with just cause.
 - (3) if such failure, refusal or neglect by the franchisee was with just cause, the Council shall direct the grantee to comply within such time and manner and upon such terms and conditions as are reasonable.

- (4) if the Council shall determine such failure, refusal or neglect by the franchisee was without just cause, then the Council may, by resolution, declare that the franchise of such franchisee shall be terminated and bond forfeited unless there be compliance by the franchisee within such period as the Council may fix.
- (d) Disposition of facilities. In the event a franchise is revoked, or is otherwise terminated, the City may order the removal of the network facilities from the City within a period of time as determined by the City or require the original franchisee to maintain and operate its network until a subsequent franchisee is selected.
- (e) Restoration of property. In removing its plant, structures and equipment, the franchisee shall refill, at its own expense, any excavation that shall be made by it and shall leave all public ways and places in as good condition as that prevailing prior to the company's removal of its equipment and appliances without affecting the electrical or telephone cable wires, or attachments. The City shall inspect and approve the condition of the public ways and public places, and cables, wires, attachments and poles after removal. The liability indemnity and insurance as provided herein and the performance bond provided herein shall continue in full force and effect during the period of removal and until full compliance by the franchisee with the terms and conditions of this paragraph and this chapter.
- (f) Restoration by City, reimbursement of costs. In the event of a failure by the franchisee to complete any work required by Subsection (c) above and/or Subsection (d) above, or any other work required by City law or ordinance within the time as may be established and to the satisfaction of the City, the City may cause such work to be done and the franchisee shall reimburse the City the costs thereof within 30 days after receipt of an itemized list of such costs or the City may recover such costs through the performance bond provided by the franchisee. The City shall be permitted to seek legal and equitable relief to enforce the provisions of this section.
- (g) Extended operation. Upon the revocation of a franchise, the City may require the franchisee to continue to operate the network for an extended period of time not to exceed one year from the date of such expiration or revocation, or as otherwise provided for by applicable law. The franchisee shall, as trustee for its successor in interest, continue to operate the cable television system under the terms and conditions of this chapter and the franchise and to provide the regular subscriber service and any and all of the services that may be provided at that time. During such interim period,

the franchisee shall not sell any of the system assets nor shall the franchisee make any physical, material, administrative or operational change that would tend to (1) degrade the quality of service to the subscribers, (2) decrease income, or (3) materially increase expenses without the express permission, in writing, of the City or its assignee. The City shall be permitted to seek legal and equitable relief to enforce the provisions of this section.

- (h) City's rights not affected. The revocation or termination and forfeiture of any franchise shall in no way affect any of the rights of the City under the franchise or any provision of law.

Sec. 22-106. Administration.

- (a) The city manager, either directly or through a duly appointed designee, shall have the responsibility for overseeing the day-to-day administration of this article and any franchise agreement issued hereunder. The city manager shall be empowered to take all administrative actions on behalf of the city, except for those actions specified in this article that are reserved to the council. The city manager may recommend that the council take certain actions with respect to the franchise. The city manager shall keep the council apprised of developments in cable and provide the council with assistance, advice and recommendations as appropriate.
- (b) A franchisee shall have the right to appeal to the council any decision of the city manager relating to such franchisee or its franchise agreement. Such appeal must be made by written request within 15 calendar days of the city manager's written decision which the franchisee seeks to appeal.

Sec. 22-107. Filings and communications with regulatory agencies.

A franchisee shall comply with the rules of any court or agency requiring service of pleadings, filings, or other documents upon the City. Upon request of the City, a franchisee shall provide the City a copy of, or an electronic link to, all petitions, applications and any communications submitted by the franchisee to or received from the Federal Communications Commission, Securities and Exchange Commission or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting, directly or indirectly, the system operations authorized pursuant to a franchise.

Secs. 22-108—22-150. - Reserved.

SECTION 3: That Sections 22-151 through 22-164 of Chapter 22, Article IV, Division 2, of the Mustang Municipal Code are hereby deleted in their entirety, and new Sections 22-151 through 22-164 are adopted to read as follows:

Sec. 22-151. Grant of authority; franchise required.

- (a) In order to make cable services available to the residents of the city, the city may grant one or more franchises in accordance with this article and the execution of a franchise agreement.
- (b) No person may construct or operate a system in the city without a franchise granted by the city and having entered into a franchise agreement with the city.
- (c) Nothing in this article shall be deemed to prevent the city from seeking additional franchisees at any time pursuant to a request for proposals or applications. Responses shall comply with this article.

Sec. 22-152. Characteristics.

- (a) A franchise shall be for a term or period of time not to exceed 15 years to serve all or specified areas of the city, and shall take effect upon the execution of a franchise agreement.
- (b) A franchise authorizes the franchisee to use the public ways within the city for installing cables, wires, lines, underground conduit and other facilities to operate a cable system within the city, but does not authorize such use on private property or privately owned easements. Provided, nothing herein is intended nor shall be construed as limiting any right that may be granted to franchisee under federal law to use private easements dedicated to compatible uses without obtaining the owner's consent.
- (c) A franchise shall be nonexclusive, and will not preclude the issuance of another franchise, nor affect the city's right to authorize use of any public way by other persons as it deems appropriate. However, any additional grant of franchise to provide cable service in the city shall be in compliance with applicable law.
- (d) A franchise shall not relieve the franchisee of any requirement of any applicable ordinance, rule, regulation or specification of the city lawfully enacted by the city. The franchisee shall at all times be subject to the lawful exercise of the police power of the city to the full extent that such powers may be vested in or granted to the city. However, any ordinance, rule, regulation or specification of the city enacted after a franchisee has

entered into a franchise agreement shall not materially alter the rights or obligations of the franchisee under the existing ordinance and franchise agreement unless specifically authorized by state or federal law.

- (e) The franchisee, at its expense, shall comply with all laws, orders and regulations of Federal, State and municipal authorities and with any directive of any public officer pursuant to law who shall legally impose any regulation, order or duty upon the grantee with respect to the franchise.
- (f) Any franchise granted hereunder shall be in lieu of any and all other rights, privileges, powers, immunities, and authorities owned, possessed, controlled, or exercisable by the grantee, or any successor to any interest of the grantee, of, or pertaining to, the construction, operation, or maintenance of any cable system in the City; and the acceptance of any franchise hereunder shall operate, as between the grantee and the City, as an abandonment of any and all of such rights, privileges, powers, immunities, and authorities within the City, to the effect that, as between the grantee and the City, all construction, operation and maintenance by any grantee of any cable television system in the City shall be, and shall be deemed and construed in all instances and respects to be, under and pursuant to said franchise, and not under or pursuant to another right, privilege, power, immunity, or authority whatsoever.
- (g) The provisions of this article shall apply to a franchise agreement as if fully set out in such agreement. The terms of this article shall prevail over conflicting provisions of the franchise agreement unless the franchise agreement contains an explicit intent of waiver.
- (h) The franchisee shall make cable service available to all residents and businesses within the city, subject to the provisions of subsection 22-181(a)(3).
- (i) No privilege or exemption shall be granted or conferred by any franchise granted except those specifically prescribed therein.
- (j) Any privilege claimed under a franchise by a grantee in any street or other public property shall be subordinate to any prior existing lawful occupancy of the streets or other public property.
- (k) Any franchise granted hereunder shall be binding upon the grantee, and all successors, lessees or assignees as may be approved by the City.

- (l) Any right or power in, or duty impressed upon, any officer, employee, department, or board of the City shall be subject to transfer by the City to any other officer, employee, department, or board of the City.
- (m) Any such franchise granted shall not relieve the grantee of any obligations involved in obtaining pole or conduit space from any department of the City, utility company, or from others maintaining utilities in streets.

Sec. 22-153. Applications for grant, modifications or transfer.

- (a) In selecting a franchisee pursuant to this chapter, the City may prepare a request for proposal to seek bids for a cable system to be established by franchise in the City. This request for proposal shall include information and instructions relating to the preparation and filing of proposals.
- (b) A written application shall be filed with the city clerk for the:
 - (1) Grant of a new franchise;
 - (2) Modification of a franchise agreement;
 - (3) Transfer of a franchise pursuant to this article, the franchise agreement or the cable act.

The applicant has the burden to demonstrate compliance with all applicable laws and entitlement to the relief sought.

- (c) The applicant must file an original and five copies of the application together with any required filing fee as set forth in subsection (j) of this section. The application shall also conform to any request for proposals and shall contain all requested information.
- (d) All applications shall identify persons authorized to act on behalf of the applicant with respect to the application.
- (e) All applications shall identify persons authorized to act on behalf of the applicant with respect to the application.
- (f) All applications accepted for filing by the city shall be available during the city's regular business hours for public inspection.
- (g) An application for the initial grant of a franchise shall contain, at a minimum, the following information:
 - (1) The name and address of the applicant and identification of ownership and control of the applicant, including:

- A. The names and addresses of the ten largest holders of an ownership interest and all persons with a five percent or more ownership interest in the applicant;
 - B. The names of persons who control the applicant including, without limitation, all officers and directors;
 - C. Any other business affiliation and cable interest of each named person.
- (2) A statement as to whether the applicant, or any person controlling the applicant, or any officer, director or major stockholder has been adjudged bankrupt, had a cable franchise revoked, or been found guilty of any violation of any security or antitrust law, or of the commission of a felony or crime involving moral turpitude; and if so, the identification of such person and a full explanation of such circumstances.
 - (3) A demonstration of the applicant's technical, legal and financial ability to construct and/or operate the proposed system, including identification of key personnel.
 - (4) A description of the applicant's prior experience in system ownership and construction, and identification of all communities the applicant or its principals have served.
 - (5) Identification of the proposed cable service area and a detailed description of the facilities proposed and the characteristics of the system including, but not limited to, channel capacity, technical design, and performance and quality expectations.
 - (6) A detailed description of the construction of the proposed system, together with a proposed construction schedule. Where appropriate, the applicant shall include an explanation of how services will be converted from the existing facilities to the new facilities.
 - (7) A description of all services to be provided, including, without limitation, all broadcast and nonbroadcast signals and all nontelevision services to be carried on the system. If tiers of service are to be used by the franchisee, a description of each tier service to be available to subscribers shall be provided.

- (8) A description of the proposed rate schedule for cable service and equipment to be provided or used in association with the basic cable service tier, together with all forms or information required to allow the determination by the city of the maximum initial permitted rates and charges. Additionally, and for informational purposes, the franchisee shall disclose to the city any and all charges to be made for all other services and equipment.
 - (9) A demonstration of how the applicant's proposal will reasonably meet the future cable-related needs and interests of the community, taking into account the costs thereof including a description of how the proposal will meet the needs described in any recent community needs assessment conducted by or for the city.
 - (10) A statement showing pro-forma financial projections for the first five years.
 - (11) An affidavit of the applicant or authorized officer thereof certifying to the truth and accuracy of all information in the application, acknowledging the enforceability of application commitments and that the application proposal meets all regulatory authority requirements.
 - (12) Any other information which may be necessary to demonstrate compliance with all laws as may be relevant to the city's consideration of the application.
- (h) An application for modifications of the franchise agreement shall include, as a minimum, the following information:
- (1) The specified modifications requested.
 - (2) The justification and basis for the requested modification, including a statement of impact the requested modification may have on subscribers or others, and the financial impact approval or disapproval may have on the applicant.
 - (3) Any other relevant information which may be reasonably necessary for the city to make an informed decision.
- (i) An application for approval of the transfer of a franchise shall comply with the requirements of section 22-158.

- (j) Each application shall be accompanied by a non-refundable filing fee in the amount of \$5,000.00.

Sec. 22-154. Grant of franchise.

- (a) The city may grant or renew a franchise for a period not to exceed 15 years in accordance with the requirements of this article and the terms of a franchise agreement.
- (b) The grant of a franchise may be conditioned upon completion of construction within times prescribed or upon performance of specific obligations as set forth in the franchise agreement.
- (c) Proposals will be evaluated according to the legal, financial, character, technical and other public interest qualities of the applicant as required or suggested by the Federal Communications Commission. Preference may be given to applicants demonstrating the best total service package and more reasonable installment and subscriber rate schedules, the most expeditious installation schedule, and to those applicants demonstrating a significant sensitivity to the knowledge of local conditions.
- (d) The application shall be reviewed by the city manager and staff to determine whether the application complies with all requirements of this division. If, the application is sufficient, the city manager and the applicant shall negotiate the terms and conditions of the proposed franchise agreement. The proposed franchise agreement shall provide that it is subject to the approval of the qualified electors of the city. The proposed franchise agreement shall further provide that the applicant acknowledges its acceptance of the proposed franchise and the obligation of the applicant to comply with all the provisions of this article, the proposed franchise agreement and the terms and conditions of the applicant's proposal as submitted to the city as a part of the application, except to the extent such items are preempted or superseded by federal or state law.
- (e) After examining all applications submitted pursuant to the prescribed procedures, with respect to the applicant's legal, character, financial, technical and other qualifications, including adequacy and feasibility of its construction plans, and after reviewing the recommendations of the staff, the Council shall select the person who they consider has presented the proposal in the best interests of the City and if required by applicable law, shall submit the question of granting a nonexclusive franchise, pursuant to the terms of this chapter, to the citizens of the City for their choice either at a special or general election. However, no provision of this chapter shall

be deemed or construed as to require the Council to submit to a vote any prospective grantee following the receipt of any franchise application.

- (f) The grant, transfer, modification of a franchise agreement or other actions related to such proceedings may be subject to a processing fee in an amount not to exceed the city's reasonable out of pocket expenses. In the event of an initial grant of a franchise, such costs shall include fees incurred by the city for consultants or attorneys required to consider the application. The city shall notify the franchisee of such costs and the franchisee shall have 30 days to render payment in full. All fees shall be due the city irrespective of the approval or disapproval by the city of the requested action or the approval or disapproval by the electorate.

Sec. 22-155. Acceptance and effective date of franchise.

- (a) No franchise granted pursuant to this chapter and passed by the City Council or a vote of the qualified electors, as applicable, shall become effective for any purpose unless and until written acceptance thereof shall have been filed with the City Clerk, duly executed by the proper officers of the franchisee. Written acceptance, which shall be in the form and substance approved by the Municipal Counselor, must contain, in addition to any other matters included, the following express representations by the grantee that:
 - (1) it has carefully read the terms and conditions of this chapter and the franchise agreement and accepts all of the terms and conditions imposed by this chapter and the franchise agreement and agrees to abide by same; and
 - (2) it further acknowledges by acceptance of the franchise that it has carefully read the terms and conditions of this chapter and expressly waives any claims that any provisions hereof are unreasonable, arbitrary or void; and
 - (3) by accepting the franchise, it acknowledges that it has not been induced to accept same by any promise, verbal or written, by or on behalf of the City or by any third person regarding any term or condition of this chapter or the franchise agreement not expressed therein. The grantee further pledges that no promise or inducement, oral or written, has been made to any City employee or official regarding receipt of the cable system franchise.

- (b) The written acceptance shall be filed by the grantee not later than 12:01 p.m. of the 30th day next following the passage of an ordinance approving a Franchise, or if an election was allowed, following the franchise election granting such franchise. In default of the filing of such written acceptance as herein required, the grantee shall be deemed to have rejected and repudiated the franchise and shall be deemed to have forfeited the grantee's proposal bond or certified check in lieu thereof. Thereafter, the acceptance of the grantee shall not be received by the City Clerk. The grantee shall have no rights, remedies, or redress unless and until the Council, by resolution, shall determine that such acceptance be received, and then upon such terms and conditions as the Council may impose.
- (c) In addition to the written acceptance and within the same 30-day period the grantee shall:
 - (1) file a certificate of insurance as provided herein; and
 - (2) file a performance bond if required by the franchise; and
 - (3) advise the City in writing of the grantee's address for mail and official notifications from the City.

Sec. 22-156. Franchise Fee.

- (a) Finding. The City has authority to grant a non-exclusive franchise to a cable television operator for the right to use the public streets, and other public ways, for the purpose of maintaining and operating a cable television business within the City. The business of delivering cable services to the residents of the City is a business affected with a public interest. The construction, installation, maintenance and operation of a Cable System involves the occupation of and placement of private commercial facilities in the valuable and scarce public streets and other public ways within the City and which are maintained by the City at a significant cost, and such use is essential to the performance of the general function or purpose of the cable television operator. The City further finds that the grant of a franchise for use of rights-of-way to provide service is a valuable property right without which a grantee would be required to invest substantial capital.
- (b) A grantee of a franchise hereunder shall pay to the City a franchise fee in an amount to be set by the franchise agreement as a percentage of gross revenues derived from operation of the cable system by the grantee to provide cable service. Such payment shall be in addition to any other

payment, charge, permit fee or bond owed to the City by the grantee and shall not be construed as payment in lieu of personal or real property taxes levied by State, County or local authorities; provided, however, such fee shall include and be in lieu of any fee required by the City for any construction, building, or other permit for use or occupation of, or work in, the streets, except for the inspection fee and service charge levied under Chapter 42 of this Code.(a) As compensation for the use of valuable public ways and privileges granted to operate a system, and to defray the cost of the regulation, the franchisee shall pay to the city a franchise fee of three percent of the franchisee's gross revenues received from the operation of its system to provide cable service within the city. The city reserves the right to increase the franchise fee up to five percent of the franchisee's gross revenue upon 90 days' notice to the franchisee. Further, in the event the cable act, the FCC rules and regulations or other federal laws are amended to permit the city to assess a franchise fee of a greater amount than stated in this subsection, the city shall have the right to negotiate with the franchisee for an increase in the franchise fee to the maximum then permitted.

- (c) The franchise fee shall be payable to the city on a quarterly basis and shall be due no later than 45 days after the end of the calendar quarter for which the franchise fee is being calculated.
- (d) Should FCC, state or federal law or regulation be amended in the future to allow the city to recover fees for services not set forth in the definition of gross revenues set forth in section 22-102, then, in that event, the franchisee shall upon 90 days' written notice commence making the additional payment to the city as legally authorized and to the fullest extent of such authorization.
- (e) If the franchise fee payment is not received by the city on the due date, the franchisee shall be assessed interest on any delinquency from the due date until paid in full at the rate of 18 percent per annum. If any franchise fee shall be delinquent for more than 90 days, the franchisee shall be deemed in material default and subject to the provisions of this article regarding termination of a franchise.
- (f) The franchisee shall submit with each payment a report showing the amounts of gross revenues for the preceding quarter on which the franchise fee is determined. Additionally, the franchisee shall submit to the city an annual revenue audit statement within three months of the close of the fiscal year, setting forth the computation of gross revenues for the

preceding year and an explanation of the method of computation. The annual statement shall be submitted to the city by a nationally recognized certified public accountant firm. The required reports shall be prepared at the expense of the franchisee on forms reasonably acceptable to the city and certified by the franchisee's chief financial officer or the certified public accountant firm. The same reports shall be due within 90 days of the termination of the franchise.

- (g) Except as otherwise provided in the cable act and FCC regulations, all payments required by this section shall be in addition to all other fees and payments required to be made by the franchisee to the city.
- (h) Acceptance by the city of any payment shall not be construed as an accord or satisfaction that such payment is correct, nor shall acceptance be construed as a release of any claim the city may have for additional sums which may be due.
- (i) The city shall have the right, at its cost and upon reasonable notice, to inspect and audit all books and records of the franchisee which may be necessary for the determination of gross revenues and computation of franchise fees due. If the city determines franchise fees have been underpaid in an amount in excess of three percent, the cost of audit shall be paid by the franchisee. The books and records necessary for such audit shall be maintained by the franchisee in Oklahoma County or Canadian County.

Sec. 22-157. Renewal.

A franchise granted pursuant to this chapter shall be renewed pursuant to the procedures established by the Cable Act or such other procedure to which the City and a grantee mutually agree. In the event that the City and an existing franchisee cannot agree upon terms for renewal of the franchise agreement, the parties may mutually agree to hold over the current franchise agreement for no more than one year or as otherwise provided for by applicable federal law.

Sec. 22-158. Transfers.

- (a) No transfer of a franchise shall occur without prior approval of the city, which shall not be unreasonably withheld, conditioned or delayed.
- (b) An application for a transfer of a franchise shall provide complete information on the proposed transaction, including details on the legal, financial, technical and other qualifications of the transferee, and on the

potential impact of the transfer on subscriber rates and service, to the extent required by FCC rules.

- (c) At least 120 calendar days prior to the contemplated effective date of a transfer, the franchisee shall submit to the city an application, together with any required FCC transfer forms, for approval of the transfer. To the extent consistent with FCC rules, such application and/or the FCC forms shall include the following:

- (1) A statement of the reason for the contemplated transfer.
- (2) The name, address and telephone number of the proposed transferee.
- (3) A detailed statement of the corporate or other business entity organization of the proposed transferee, including, but not limited to, the following:
 - A. The names, business addresses, state of residence and country of citizenship of all general partners and corporate officers of the proposed transferee.
 - B. The names, business addresses, state of residence and country of citizenship of all persons and entities having, controlling or being entitled to have or control ten percent or more of the ownership of the proposed transferee and the respective ownership share of each such person or entity.
 - C. The name and address of any parent or subsidiary of the proposed transferee and of any other business entity owning or controlling in whole or in part, or owned or controlled in whole or in part by the proposed transferee.
 - D. A detailed and complete financial statement or annual report of the proposed transferee, for the three fiscal years immediately preceding the date of the request for transfer approval, or a letter or other acceptable evidence in writing from the proposed transferee's lending institution or funding source, addressed to both the proposed transferee and the city, setting forth a clear statement of its intent as a lending institution or funding source to provide whatever capital shall be required by the proposed transfer to construct, install, maintain and operate the proposed system

in the city. If the corporate or business entity organization of the proposed transferee has not been in existence for a full three years, the proposed transferee shall submit a certified financial statement for the period of existence.

- E. A detailed description of all previous experience of the proposed transferee in operating cable television systems and providing cable television services or related or similar services, including a statement identifying, by place and date, any other cable television franchises awarded to the proposed transferee, its parent, subsidiaries or affiliates currently operating or in the status of transfer; and the status of such franchises with respect to completion thereof.
 - F. Other information the city may reasonably request consistent with FCC regulations.
- (d) In making a determination on whether to grant an application for a transfer of a franchise, the city council, in good faith, shall consider the legal, financial, technical and other qualifications of the transferee to operate the system; whether the incumbent franchisee is in material compliance with its franchise agreement and this article and, if not, the franchisee's or proposed transferee's commitment to cure such material noncompliance; and whether operation by the transferee would adversely affect cable service to subscribers, or otherwise be contrary to the public interest.
 - (e) No application for a transfer of a franchise shall be granted unless the transferee agrees in writing that it will abide by and accept all terms of this article and the franchise agreement, and that it will assume the obligations and liabilities of the previous franchisee under this article and the franchise agreement.
 - (f) Approval by the city of a transfer of a franchise does not constitute a waiver or release of any of the rights of the city under this article or the franchise agreement, whether arising before or after the date of the transfer.
 - (g) The city may impose on a proposed transferee a processing fee to reimburse the city for its actual out of pocket costs in excess of the filing fee in considering an application for transfer of a franchise. The fee shall not exceed \$10,000.00.

- (h) Notwithstanding the forgoing, a franchisee may transfer a franchise agreement or cable system to an Affiliate by providing written notice to the City at least 30 days in advance of such internal corporate restructuring or transfer, provided such transfer is not related to a merger or acquisition between the grantee or an Affiliate and an unaffiliated third party.

Sec. 22-159. Franchise reviews and modification.

Upon written notice given by the City or the franchisee, one to the other, the terms and conditions of the franchise agreement may be modified, provided that both the City and the franchisee are agreeable to such modification. Modifications shall be directed toward effecting alterations in the terms and conditions to reflect those technical, economic, or regulatory changes which have occurred during the interim period.

Sec. 22-160. Election and costs.

The Cable Act preempts any state or local requirement of a voter-approved cable television franchise. In the event the preemption is eliminated and applicable state or local law requires franchises to be voter-approved, then, in order for a nonexclusive franchise to be granted pursuant to this chapter, an election must be held and a majority of those voting must vote in favor of the granting of such franchise. The entire cost of the election together with all printing and publishing costs relating thereto shall be prepaid by the applicant selected by the Council to be grantee, regardless of whether or not the applicant is granted a franchise by said election. When the actual costs of the election are known, the final payment may be adjusted accordingly.

Sec. 22-161. Insurance.

- (a) The franchisee shall maintain throughout the term of the franchise, at its own cost and expense, automobile insurance on all its vehicles, and general comprehensive liability insurance, insuring the franchisee and the city, the council, its officers, private subcontractors, agents and employees, whether elected or appointed, from and against all claims by any person whatsoever for loss, injury or damage to persons or property, both real and personal, occasioned or caused by the construction, erection, operation or maintenance of the system. The insurance shall provide amounts of coverage not less than the following:

General Liability Insurance

Bodily injury per person\$1,000,000.00

Bodily injury per occurrence2,000,000.00

Property damage per occurrence500,000.00

Automobile Insurance

Bodily injury per person1,000,000.00

Bodily injury per occurrence2,000,000.00

Property damage per occurrence500,000.00

In no event shall the coverage or amounts be less than those established as the city's liability limits under Oklahoma Governmental Tort Claims Act, as may be amended from time to time.

- (b) The franchisee shall also provide workers' compensation coverage as required by the laws of the state.
- (c) All insurance policies shall be with companies licensed to conduct business in the state.
- (d) All insurance policies must name the city as an additional insured and no cancellation shall be effective, except upon 30 days' written notice to the city, and unless another policy is in effect on or before the date of cancellation.
- (e) The insurance coverage, as evidenced by the certificates of insurance, shall be filed and maintained with the city.
- (f) The franchisee shall provide proof to the city of compliance with this section no later than the effective date of the franchise.
- (g) If the franchisee fails to maintain the insurance required in this section, the city may, at its option, obtain and keep such insurance in full force and effect. The franchisee shall promptly reimburse the city for such insurance costs.

Sec. 22-162. Indemnification.

- (a) Except in the event of the city's, its employees' or agents' negligence or wrongful acts, the franchisee shall, at its cost and expense, indemnify, save, hold harmless and defend the city, its officials, boards, commissions, agents, consultants and employees against any and all claims, suits, causes of action, demands, penalties, liabilities, proceedings or judgments for

damages or equitable relief filed by third parties resulting from or arising out of or through:

- (1) The franchisee's construction, installation, maintenance or operation of its system.
 - (2) Any processes or procedures, acts or omissions by the franchisee in connection with the consideration of an award to the franchisee of a franchise and/or any amendments thereto.
 - (3) The conduct of the franchisee's business, including, without limitation, any acts or omissions of the franchisee, its servants, employees or agents, whether or not such act or omission is authorized, required, allowed or prohibited by this article or the franchise agreement.
- (b) This indemnification shall include all expenses, including, but not limited to, out of pocket expenses, attorneys' fees and litigation expenses incurred by the city in defending itself from such claims and demands, provided, if any action at law or suit in equity is instituted by a third party (a "claim") with respect to which the city intends to seek indemnification under this section, the city shall promptly notify the franchisee of such action or suit. The franchisee shall have the right to conduct and control any claim through counsel of its own choosing, but the city may, at its election, participate in a defense of any such claim at its sole cost and expense. It is further provided that if a conflict of interest should exist or develop between the franchisee and the city, then the city may proceed in the litigation, claim, proceeding or action which, in the exercise of its discretionary authority, represents the best interest of the city, at its own cost and expense.
- (c) This indemnification shall also include, but not be limited to, claims based on invasion of right of privacy, libel, slander, copyright infringements, defamation, violation of trade name, service mark or patent rights.
- (d) In addition to the provisions of subsection (b) of this section, nothing in this section shall prohibit the city from participating in the defense of any litigation by its own separate counsel at its own costs. Compliance by the franchisee with these indemnity provisions shall not limit any other remedies available to the city, at law or equity or waive any defense, position or objection the city may assert.

- (e) Nothing in this section shall be construed as an intent to waive or circumvent the provisions of the Governmental Tort Claims Act, 51 O.S. § 151 et seq.

Sec. 22-163. Performance bond.

- (a) The franchise agreement shall provide that, prior to the initial commencement of any system construction, upgrade or other work in the streets or other public ways of the city, the franchisee shall establish and maintain a performance bond in favor of the city, in an amount specified in the franchise agreement or other authorization as may be necessary to ensure the franchisee's faithful performance of each term and condition of this article, the franchise agreement and all applicable ordinances, statutes, rules and regulations, relating to the performance of any construction, upgrade or other work which is required of the franchisee.
- (b) If the franchisee shall fail to fulfill the material obligations as imposed, or breaches any such obligations, there shall be recoverable, jointly and severally, from the principal and sureties, any damages or loss suffered by the city proximately resulting from the failure of the franchisee to faithfully perform the material provisions of this article and the franchise agreement, including the cost of removal of property of the franchisee, the cost of completing the obligations of the franchisee, together with a reasonable attorney's fee.
- (c) The franchise agreement may provide the amounts, terms and periods of maintenance of such performance bond. Upon completion of all construction, upgrade or other work in the streets or other public ways to the satisfaction of the city, the city may reduce the amount of the bond to an amount determined by the city sufficient to protect the city in the event of breach. Bond requirements may be also increased by the city to secure additional construction upgrade or other work.
- (d) Any performance bond required by this action shall be issued by a surety authorized to conduct business in the state. The performance bond shall contain a restriction prohibiting cancellation or lapse without 30 days' written notice to the city from the surety or issuer of the performance bond of its intention to cancel or not renew. In the event of such cancellation or nonrenewal, the franchisee shall establish and maintain another performance bond, subject to the terms and conditions contained in this section; the intent of this provision is to prevent any lapse in coverage of a performance bond so long as applicable and required.

- (e) The performance bond shall be filed and maintained with the city clerk.
- (f) The rights available to the city pursuant to the performance bond are in addition to all other rights and remedies available to the city. The exercise of any such rights shall not be construed to excuse or waive unfaithful performance or breach by the franchisee, or limit the liability of the franchisee to the city.

Sec. 22-164. Maps, reports and records.

- (a) A franchisee shall maintain up-to-date copies of the franchisee's schedule of charges, contract or application forms for regular subscriber service, policy regarding the processing of subscriber complaints, delinquent subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the franchisee's policy in connection with its subscribers, and shall provide such information to the City upon request.
- (b) The franchisee shall at all times maintain records sufficient to demonstrate the proper payment of the franchise fee required by Section 22-156 of this chapter.
- (c) A franchisee shall maintain a full and complete set of plans, records and "as built" maps showing the exact location of all cable system equipment installed or in use in the City streets, exclusive of subscriber service drops. Plans, records and "as built" maps will be available for inspection by the City Manager or his designee during normal business hours. Copies of maps shall be provided upon request in a mutually agreeable format .
- (d) The city shall have the right to inspect the books and records specified in this section and such other records as may be reasonably required by the city to perform its regulatory responsibilities under this article and the cable act. The city agrees to carry out any such inspection at reasonable hours and upon reasonable notice. Access by the city to the franchisee's books and records shall not be denied on grounds that such books and records contain proprietary or confidential information, provided, the city agrees to maintain the confidentiality of any such information.

Secs. 22-165—22-180. - Reserved.

SECTION 4. That Sections 22-181 through 22-197 of Chapter 22, Article IV, Division 3, of the Mustang Municipal Code are hereby deleted in their entirety, and new Sections 22-181 through 22-192 are adopted to read as follows:

Sec. 22-181. Minimum facility and service.

- (a) The following are minimum requirements for facilities and service for all cable franchises granted by the city. The city may establish in the franchise agreement additional requirements, where the city and franchisee determine that additional requirements are necessary to meet public needs.
 - (1) The system shall be capable of both one-way and two-way transmission and shall consist of a fiber optic trunk system consisting of a series of nodes and a coaxial cable distribution system. The system must be capable of delivering, at a minimum, 110 6MHZ analog channels (750 MHZ) with converters or digital/high definition signals.
 - (2) The franchisee shall provide one outlet consisting of all non-pay-per-view or premium channels cable service without charge to all facilities and/or buildings owned or occupied by the city or by an educational institution.
 - (3) Cable service shall be available to every dwelling and business within the city, unless residents reside in a remote or relatively inaccessible area or in annexed areas already served by another cable operator. The franchisee will build to these remote and inaccessible areas and extend service inside the city limits as long as such extension meets the return on investment as established by the franchisee. However, at a minimum, the franchisee will build to these remote and inaccessible areas and extend service inside the city limits on the following schedule: For every one-fourth mile of cable plant required to serve a particular section of the city, ten or more customers must have placed orders for service. Expenses associated with the provision of service to businesses beyond 125 feet from an existing subscriber tap shall be shared equally between the franchisee and such businesses.
- (b) The franchisee shall provide two access channels for non-commercial educational and/or governmental access programming. The City may delegate the responsibility for programming the educational channel to a public educational institution.
- (c) A Franchisee shall provide leased access channels as required by federal law.

- (d) The Franchisee shall comply with the federal Emergency Alert System regulations, 47 C.F.R. Part 11.
- (e) The system will provide standby power to be installed at locations as determined by the franchisee, but shall include backup power at the headend. The power system shall be capable of self activation at any time there is a loss of commercial power and shall be capable of continuous generation for an undetermined amount of time and perform self diagnostics.
- (f) When constructing or reconstructing the system, the franchisee shall place its facilities in accordance with the following requirements:
 - (1) The franchisee shall place its cable, appurtenances and transmission facilities underground in those areas where the transmission and distribution facilities of the telephone company and electric company are both located underground.
 - (2) The franchisee shall, remove, relocate, or rearrange its cable, appurtenances and transmission facilities underground in any area where, during the term of a franchise, and upon reasonable notice by the City, the transmission and distribution facilities of the telephone company and electric company are moved underground. A Franchisee shall have access, on a non-discriminatory basis, to any public funds under the control or direction of the City, used to reimburse the costs of removing, relocating, or rearranging facilities located in the Public Ways.
 - (3) Where aerial cable is allowed, the franchisee shall not erect any new poles along any public way except as may be reasonably necessary to fill small gaps in the existing aerial utility systems and only then with approval of the city, which shall not be unreasonably withheld..
- (g) The franchisee shall make no pavement cuts in the installation, maintenance or removal of its system, except upon compliance with this Code.

Sec. 22-182. Signal quality requirements.

The Franchisee shall comply with all applicable laws and regulations of the FCC with regard to the operation of a Cable System, including but not limited to technical requirements, Subscriber notices and closed captioning obligations.:

Sec. 22-183. Carriage of broadcast video signals.

The franchisee shall receive and distribute all broadcast television signals as required by the cable act and FCC rules and regulations.

Sec. 22-184. Erection, removal and common use of poles.

- (a) No poles or other wire-holding structures shall be erected by the franchisee without prior approval of the city. The franchisee shall have no vested interest in the location of any pole or wire-holding structure. Such poles or structures shall be removed or modified by the franchisee at its own expense whenever the city determines that public convenience would be enhanced thereby.
- (b) If poles or other wire-holding structures are already existing for use in serving the city and are available for use by the franchisee, and the franchisee does not make arrangements for such use, the city may require the franchisee to use such poles or structures, upon reasonable terms and conditions, if the city determines that the public convenience would be enhanced thereby, and the terms of the use available to the franchisee are just and reasonable.
- (c) Where a public utility serving the city desires to make use of the poles or other wire-holding structures of the franchisee, but an agreement therefor with the franchisee cannot be reached, the city may require the franchisee to permit such use for such consideration and on such terms as the city shall determine to be just and reasonable, taking into account pole rates charged the franchisee by the public utility, if the city determines that the use would enhance the public convenience and would not unduly interfere with operations of the franchisee.

Sec. 22-185. Safety requirements.

- (a) The franchisee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.
- (b) The franchisee shall install and maintain its wires, cables, fixtures and other equipment in accordance with the National Electrical Safety Code and the National Electrical Code, as adopted by the city, and as such codes may respectively be amended or replaced, and all applicable state and local laws, codes and ordinances.

- (c) All structures and lines, equipment and connections in, over, under and upon the streets, sidewalks, alleys and public ways or places of the city, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good repair.

Sec. 22-186. Removal of facilities upon request.

- (a) Upon termination of service by any subscriber, the franchisee shall promptly remove all of its facilities and equipment from the premises of such subscriber upon his request.
- (b) The question of ownership of wiring installed inside the residence or business of a subscriber shall be determined by the rules promulgated by the FCC.

Sec. 22-187. Customer service requirements.

- (a) The franchisee shall render efficient service, promptly make repairs and interrupt service only for good cause and for the shortest time possible. The requirements established in this section shall be deemed minimum service standards and may be supplemented by terms of the franchise agreement or mutually agreed upon amendments to this article.
- (b) If required by the franchise agreement, a franchisee shall maintain an office within the city. The office shall be adequately staffed during normal business hours and capable of providing at all times all services the franchisee offers at its district office and other offices.
- (c) All employees of the franchisee who are involved in field work which require the employee to enter onto private property shall wear, on the outside of clothing, a photograph identification badge.
- (d) Telephone availability requirements may be provided by equipment and personnel located at the city office or other offices of the franchisee.
- (e) The franchisee shall provide a listed local, toll free or collect call telephone access telephone number which will be available to subscribers and members of the public 24 hours a day, seven days a week.
- (f) The franchisee shall comply with the customer service standards established by the FCC.

Sec. 22-188. Facility placement; regulations.

- (a) All transmission and distribution structures and equipment, including utility poles, erected by the franchisee within the city shall be so located as to cause minimum interference with the proper use of streets, alleys and other public ways and places, and to the extent feasible, to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the streets, alleys or other public ways and places, while allowing the franchisee to adequately perform its requirements under the franchise.
- (b) It shall be the responsibility of the franchisee to obtain the necessary pole attachment agreements from the city and/or private utility companies using poles within the city. All pole attachment agreements with the city shall be negotiated and approved by the council.
- (c) If, at any time during the period of a franchise, the city shall lawfully elect to alter or change the grade of any street, sidewalk, alley or other public way, the franchisee, upon reasonable notice by the city, shall remove or relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.
- (d) Any poles or other fixtures placed in any public way by the franchisee shall be placed in such a manner as not to interfere with the usual travel on such public way.
- (e) The franchisee shall, on the request of any person holding a building moving permit issued by the city, temporarily raise or lower its facilities to permit the moving of buildings. The expense of such temporary removal or raising or lowering of facilities to permit the moving of buildings shall be paid by the person requesting such removal or raising or lowering of facilities, and the franchisee shall have the authority to require such payment in advance. The franchisee shall be given not less than 48 hours' advance notice to arrange for such temporary facility changes.
- (f) A franchisee shall not place its facilities, equipment or fixtures where they will interfere with public utility facilities or equipment, nor obstruct or hinder the service of such utilities to the residents.
- (g) The city may issue such rules and regulations concerning the installation and maintenance of the system as may be consistent with this article and the franchise agreement.

- (h) Upon completion of any work, the franchisee shall restore all property to its former condition.

Sec. 22-189. Reservation of rights.

- (a) The right is reserved to the council to adopt, in addition to the provisions contained in this section and in existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its lawful police powers or powers granted to the city by federal or state law. However, such regulation, by ordinance or otherwise, shall be reasonable, of general applicability and not in conflict with the material rights granted in this article.
- (b) The city shall have the right to inspect the books, records, maps, plans and other like materials of the franchisee reasonably necessary to enforce the franchise granted under this article, at any time upon reasonable notice and during normal business hours.
- (c) The city shall have the right, during the life of a franchise, to install and maintain for a fee, upon the poles owned by the franchisee, any wire and pole fixtures that do not interfere with the system of the franchisee.
- (d) The city shall have the right to inspect all construction or installation work performed within public ways subject to the provisions of this nonexclusive franchise and other pertinent provisions of the state and local law. If city inspections reveal that the franchisee has failed, in the city's reasonable judgment, to fulfill its obligation under the terms of this nonexclusive franchise, or is otherwise impeding the public ways in an unauthorized manner, or performing in a manner contrary to federal, state or local law, the city shall notify the franchisee in writing of its specific deficiencies. Absent commencement of corrective action or filing of a request for review before the city council by the franchisee within 48 hours of receipt of such notification, the city may undertake the necessary repairs or restoration at the franchisee's sole expense.
- (e) At the expiration of the term for which a franchise is granted, or upon its termination or cancellation, as provided in this article, and absent a franchise renewal, the council may require the franchisee to continue operations for a period not to exceed six months from the date of the council's decision. In the event of nonrenewal of the franchise, the franchisee shall have 180 days from the date it ceases operations to remove, at its own expense, all portions of its system from all public ways

within the city and to restore such public ways to a condition reasonably satisfactory to the city, taking into account normal wear and tear.

Sec. 22-190. Subscriber privacy.

A franchisee shall comply with all provisions of applicable Federal and State law as it related to subscriber privacy.

Sec. 22-191. Compliance with applicable laws and ordinances.

- (a) A franchise granted under this article shall be subject to all applicable provisions of the laws of the United States, the state and city ordinances, and any amendments thereto.
- (b) The franchisee shall, at all times during the life of a franchise, be subject to all lawful powers of the state and the city, and to such reasonable regulations of general applicability as the state and city shall provide.
- (c) The franchisee shall conform to all zoning and platting requirements of the city prior to the commencement of any and all construction work.
- (d) The franchisee shall obtain building permits for all buildings constructed, pay all building permit fees, tap charge fees and all other fees as required by the ordinances of the city, and at the rates that are in full force and effect at the time of application for building permits.

SECTION 5. REPEALER

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

SECTION 6. SEVERABILITY

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

SECTION 7. EMERGENCY AND EFFECTIVE DATE

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

PASSED AND APPROVED and the Emergency Clause voted upon separately and passed and approved this 1st day of December, 2015.

Mayor

ATTEST:

City Clerk

APPROVED as to form this 1st day of December, 2015.

City Attorney

ORDINANCE NO. 1133

AN ORDINANCE ENACTING THE "CABLE FRANCHISE AGREEMENT" (FRANCHISE AGREEMENT); GRANTING TO COXCOM, LLC, AND ITS SUCCESSORS AND ASSIGNS ("COMPANY"), THE RIGHT AND PRIVILEGE, FOR A TERM OF TEN (10) YEARS, TO CONSTRUCT, ERECT, OPERATE, MODIFY AND MAINTAIN, IN, UPON, ALONG, ACROSS, ABOVE, OVER AND UNDER THE STREETS, ALLEYS, EASEMENTS AND OTHER PUBLIC WAYS AND PLACES WITHIN THE CITY OF MUSTANG ("CITY") SUCH FACILITIES AS ARE NECESSARY FOR THE OPERATION AND MAINTENANCE OF A CABLE TELEVISION SYSTEM IN THE CITY; MAKING SAID GRANT SUBJECT TO THE FURTHER PROVISIONS OF THIS FRANCHISE ORDINANCE AND FRANCHISE AGREEMENT; PROVIDING THAT THE RIGHTS AND PRIVILEGES GRANTED HEREIN ARE EXPRESSLY MADE SUBJECT TO THE MUSTANG CABLE ORDINANCE (CHAPTER 22, ARTICLE IV. OF THE MUSTANG MUNICIPAL CODE) AND THE PROVISIONS OF THE FRANCHISE AGREEMENT ENTERED INTO BY AND BETWEEN THE CITY AND COMPANY; INCORPORATING THE MUSTANG CABLE ORDINANCE AND THE FRANCHISE AGREEMENT BY REFERENCE; REQUIRING THE COMPANY TO STRICTLY COMPLY WITH THE MUSTANG CABLE ORDINANCE AND THE FRANCHISE AGREEMENT; PROVIDING THAT THIS FRANCHISE ORDINANCE SHALL BECOME EFFECTIVE ON DECEMBER 1, 2015, SO LONG AS THE CONDITIONS OF SECTION 22-155 OF THE CABLE ORDINANCE HAVE BEEN MET; PROVIDING THAT A VOTE OF THE PEOPLE IS NOT REQUIRED AND HAS BEEN PREEMPTED BY FEDERAL LAW; PROVIDING A REPEALER OF ORDINANCE NOS. 712 AND 713; AND DECLARING THAT NOTHING IN THIS FRANCHISE ORDINANCE SHALL BE CONSTRUED TO PREVENT THE CITY FROM GRANTING A CABLE TELEVISION FRANCHISE TO ANY OTHER PERSON, FIRM OR CORPORATION; PROVIDING FOR SEVERABILITY; DECLARING A REPEALER; AND PROVIDING FOR AN EMERGENCY.

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

SECTION 1. The City has authority to grant a non-exclusive franchise to a cable television operator for the right to use the public streets, and other public ways, for the purpose of maintaining and operating a cable television business within the City.

SECTION 2. The City granted an initial franchise to the Company's predecessor-in-interest on June 15, 1999. The franchise was extended through November 17, 2015. Pursuant to this franchise, the Company has continuously used its authority granted by the franchise to conduct a cable television business in the City for the use, benefit and enjoyment of all the City's inhabitants who chose to avail themselves of such service.

SECTION 3. The Company, an incumbent cable operator in Mustang, Oklahoma, has requested that its cable television franchise be renewed pursuant to Section 626 of the federal Cable Act, 47 U.S.C. §546.

SECTION 4. The continued construction, installation, maintenance and operation of the Company's Cable Television System involves the occupation of and placement of private commercial facilities in the public streets, and other public ways within the City.

SECTION 5. The City has relied on the Company's representations and has considered the information that the Company has presented to it related to the Company's request for its cable television franchise renewal.

SECTION 6. The City and the Company have informally agreed on the terms and conditions of a renewed cable television franchise.

SECTION 7. The City held a public hearing, which afforded the public adequate notice and opportunity for comment on the renewed cable television franchise and after considering the Company's request and proposal for renewal, and negotiations related thereto, and as a result of a public hearing, the City Council makes the following findings:

a. The business of delivering cable television services to the residents of the City is a business affected with a public interest.

b. The Company is a cable television business that has embraced the privilege of conducting such a cable television business in the City.

c. The construction, installation, maintenance and operation of a cable system involves the occupation of and placement of private commercial facilities in the public streets and other public ways within the City, which is essential to the performance of the general function or purpose of the Company.

d. The Franchise granted to the Company by the City complies with applicable local, state, and federal laws and regulations.

e. The Franchise granted to the Company is nonexclusive.

SECTION 8. The City Council hereby enacts the Cable Franchise Agreement attached hereto as Exhibit A and grants the Company a franchise for a cable television system in accordance with the terms and conditions of the said Agreement, which is incorporated herein by reference as if fully set forth herein.

SECTION 9. This Ordinance No. 1133 shall be in force and effect on December 1, 2015, so long as the requirements of Section 22-155 of the Mustang Cable Ordinance have been met.

SECTION 10. Ordinance Nos. 712 and 713 of The City of Mustang are hereby repealed effective December 1, 2015.

SECTION 11. REPEALER

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

SECTION 12. SEVERABILITY

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

SECTION 13. EMERGENCY

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

[Remainder of page intentionally blank.]

PASSED AND APPROVED and the Emergency Clause voted upon separately and passed and approved this 1st day of December, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED as to form this 1st day of December, 2015.

City Attorney

CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (the "Agreement" or "Franchise") is made and entered into this ____ day of December, 2015, 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."

WITNESSETH:

WHEREAS, the City has authority to grant a franchise to a cable operator for the right to use the public streets, and other public ways, for the purpose of maintaining and operating a cable system within the City; and

WHEREAS, the business of delivering cable service to the residents of the City is a business affected with a public interest; and

WHEREAS, the City granted an initial franchise to Multimedia Cablevision, Inc. ("Multimedia") pursuant to Ordinance Nos. 712 and 713 (the "Franchise") 19,654, as approved by the qualified electors of the City on September 14, 1999, which ordinances are incorporated by reference as if fully set forth therein.

WHEREAS, by Ordinance No. 718 adopted by the City on September 7, 1999, the City consented and approved of the transfer of the Franchise from Multimedia to CoxCom, Inc. CoxCom, LLC (the "Company") is the successor-in-interest to CoxCom, Inc.; and

WHEREAS, on the Company requested the renewal of its current nonexclusive franchise with the City, which was set to expire on September 14, 2014, but has been extended by the City and the Company until November 17, 2015; and

WHEREAS, the construction, installation, maintenance and operation of such a cable system involves the occupation of and placement of private commercial facilities in the public streets and other public ways within the City, which is essential to the performance of the general function or purpose of the Company; and

WHEREAS, the Council has determined that, subject to the provisions of the Mustang Cable, Chapter 22, Article IV (hereinafter, the "Cable Ordinance") and the terms and conditions set forth herein, the grant of a new nonexclusive franchise to the Company, to supersede the prior franchise, on the terms and conditions herein and subject to applicable law, is consistent with the public interest.

NOW, THEREFORE, in consideration of the City's grant of a new franchise to the Company; the Company's promise to provide Cable Service to residents of the City pursuant to and consistent with the Cable Ordinance, this Franchise, and the terms and conditions set forth herein, and all other local, state and national laws and regulations as may be amended from time

to time, and other good and valuable consideration, the receipt and the adequacy of which is hereby acknowledged, the City and the Company agree as follows:

ARTICLE 1
GRANT, TERM AND NATURE OF FRANCHISE

SECTION 1. Short Title. This cable television franchise agreement shall be known and may be cited as the "Cox Cable Franchise."

SECTION 2. Definitions. The word "City" as used herein shall mean The City of Mustang, Oklahoma, and the word "Company" as used herein shall mean CoxCom, LLC, d/b/a Cox, a limited liability company organized and existing under the laws of the State of Delaware and licensed to do business in the State of Oklahoma, and its successors and assigns. All of the definitions contained in Section 22-102 of the Cable Ordinance, as it may be amended from time to time, are expressly incorporated herein.

SECTION 3. Grant. The City hereby grants to the Company a non-exclusive Franchise to install, construct, operate and maintain a Cable System and to provide Cable Services under such terms and conditions as are set forth in this Agreement. This franchise does not grant the Company any right of eminent domain. This franchise does not grant the authority to Company to provide telecommunications information services, nor may such services, if provided by Company, be regulated pursuant to this franchise. Any requirement, duty, obligation, or privilege arising from the Cable Ordinance not specifically mentioned herein, is incorporated into this Franchise Agreement just as if it had been fully set forth.

SECTION 4. Franchise Area. This Franchise is granted for the entire corporate boundaries of the City as of the Effective Date of December 1, 2015, and shall also include any additions thereto, by annexation or other legal means, during the term of the Franchise. The Company shall provide Cable Service to the entire franchise area pursuant to Section 22-181 of the Cable Ordinance.

SECTION 5. Service Discrimination Prohibited. The Company shall not deny access to Cable Service to any group of potential residential cable subscribers because of the income of the residents of the local area in which such group resides. The Company shall comply with all applicable local, state and federal nondiscrimination statutes and regulations.

SECTION 6. Legal Compliance. The Company shall comply with all applicable federal, state and local laws and standards with respect to the construction, maintenance and operation of a cable system.

SECTION 7. Term. The City hereby grants to the Company the right and privilege, for a term of ten (10) years, commencing on December 1, 2015, to construct, erect, operate, modify and maintain, in, upon, across, above, over and under the streets, alleys, easements and other public ways and places now laid out or dedicated within the City, and all extensions thereof or additions

thereto within the City, such towers, antennas, cables, electronic equipment and other network appurtenances necessary for the operation and maintenance of a Cable System within the City.

SECTION 8. Rights and Privileges. The rights and privileges granted by this Franchise are expressly made subject to and shall be limited by: (1) the provisions of the Cable Ordinance, as it presently exists or may hereafter be amended; (2) the provisions of this Franchise Agreement entered into by and between The City and the Company; (3) the City's City Charter; (4) the Oklahoma State Constitution; (5) Oklahoma State law; and (6) the Federal Cable Act of 1984, as amended.

SECTION 9. Effective Date. This Franchise Ordinance shall become effective on December 1, 2015. The Oklahoma Attorney General has opined (2002 OK AG 21) that the Oklahoma Constitutional provision requiring a vote of the people to approve the grant or renewal of franchises is preempted by 47 U.S.C. §§ 541 and 546 of the Communications Act of 1934 as amended; therefore, renewal of this franchise shall not be submitted to a vote of the citizens of the City of Mustang.

SECTION 10. Additional Cable Franchises. Nothing in this Agreement shall be construed to prevent the City from granting a cable franchise to any other person, firm or corporation. The City shall comply with applicable law concerning the granting of additional cable franchises. In the event the City grants any other entity a cable franchise with terms and conditions that are more favorable or less burdensome, to use the public streets or rights-of-way to deliver cable services to residents, the Company may request that this Cable Franchise be modified consistent with applicable law.

SECTION 11. Non-Waiver. Neither the Company nor the City shall be relieved of its obligations to comply, promptly and completely, with any provision of the Franchise by reason of any failure of the other party to promptly enforce compliance with this Franchise, nor does either party waive or limit any of its rights under this Franchise by reason of such failure or neglect.

ARTICLE 2 **GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION**

SECTION 1. Right to Construct. The Company may perform all construction in the Public Rights-of-Way for any facility needed for the maintenance, operation or extension of the Company's Cable System, subject to the terms of this Franchise, the Mustang Municipal Code and generally applicable laws.

SECTION 2. General Standard. All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All equipment shall be durable and installed and maintained in accordance with good engineering practices and comply with applicable law.

SECTION 3. Joint Trenching/Boring. To the extent it makes economic sense, the Company shall joint trench or share bores or cuts and work with other providers (such as, but not limited to, telecommunications, gas and electric companies), licensees, permittees and franchisees so as

to reduce the number of Public Right-of-Way cuts within the City. The Company may request assistance from the City to facilitate access to joint trenches or shared bores that are approved by the City.

SECTION 4. Removal at Expiration of the Franchise. At the expiration of the term for which this Franchise is granted, or upon the expiration of any renewal or extension period which may be granted, the City shall, subject to any other lawful and valid authorizations the Company may have to use the System in Public Rights-of-Way, have the right to require the Company, at the Company's sole expense: (i) to remove all portions of the System from all Rights-of-Way within the City; and (ii) to restore affected sites to their original condition. The City may not order removal of the System, or portions thereof, until the parties have exhausted all applicable processes governing cable franchise renewals set forth in 47 U.S.C. §546. Should the Company fail, refuse or neglect to comply with the City's directive, all portions of the System, or any part thereof, may at the option of the City become the sole property of the City, at no expense to the City, or be removed, altered or relocated by the City at the cost of the Company. The City shall not be liable to the Company for damages resulting from such removal, alteration or relocation.

SECTION 5. Obligations of the City.

- (a) The City agrees not to unreasonably block, restrict, or limit the construction, installation, maintenance or upgrade of Company's Cable system.
- (b) The City agrees to process any and all applicable permits for the installation, construction, maintenance, repair, removal, and other activities associated with the placement of Company's communications or transmission facilities of any kind in a timely and prompt manner.

SECTION 6. Right-of-Way Use Conditions. In addition to complying with the construction and street occupancy standards set forth in the Mustang Municipal Code, the Company shall comply with the following:

- (a) The Company shall utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different or additional poles, conduits, or other facilities, on public property, until written approval of the City, is obtained, which approval by the City shall not be unreasonably withheld. However, no location of any pole or wire-holding structure of the Company shall be a vested interest and such poles or structures shall be removed or modified by the Company at its own expense whenever the City determines that the public convenience would be enhanced thereby.
- (b) The facilities of the Company shall be installed underground in those areas of the City where existing telephone and electric services are both underground at the time of network construction. In the areas where either telephone or electric utility facilities are installed aerially at the time of network construction, the Company may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the City, the Company shall likewise place its facilities underground.

(c) The Company shall notify the City prior to beginning any work, of the Company's intention to commence any construction in any streets. The City shall cooperate with the Company in granting any permits required, providing such grant and subsequent construction by the Company shall not unduly interfere with the use of such streets and that proposed construction shall be done in accordance with applicable ordinances.

(d) All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Company shall at all times use ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public. Suitable barricades, flags, lights, flares or other safety devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Company shall be placed in such a manner as not to interfere with the usual travel on such public way.

(e) The Company shall, at its own expense and in a manner approved by the City, restore to City standards and specifications any damage or disturbance caused to the public way as a result of its operations or construction on its behalf. Company shall guarantee and maintain such restoration for a period of one year against defective materials or workmanship.

(f) Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the City Manager or the Chief of the Fire or Police Department, to remove or damage any of the Company's facilities, no charge shall be made by the Company against the City for restoration and repair, unless such acts taken by the City amount to gross negligence.

(g) The Company shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities, subject to the supervision and direction of the City. Trimming of trees on private property shall require written consent of the private property owner.

(h) The Company at its expense shall protect, support, temporarily disconnect, relocate, or remove any property of the Company when in the opinion of the City Manager the same is required by reason of traffic conditions, public safety, street vacation, freeway or street construction or reconstruction, change or establishment of street grade, installation of sewers, drains, water pipes, power lines, signal lines, transportation facilities, tracks, or any other types of structures or improvements by governmental agencies whether acting in a governmental or a proprietary capacity, or any other structure or public improvement, including, but not limited to, movement of buildings, urban renewal and redevelopment, and any general program under which the City shall undertake to cause all such properties to be located beneath the surface of the ground. The Company shall in all cases have the privilege, subject to the corresponding obligations, to abandon any property of the Company in place. Nothing hereunder shall be deemed a taking of the property of the Company and the Company shall not be entitled to any costs, fees, damages or surcharges by reason of anything hereunder. To the extent there are state

or federal funds available to compensate the Company for the cost of relocating its facilities, the Company shall be offered such compensation on a nondiscriminatory basis.

(i) Upon failure of the Company to commence, pursue or complete any work to be done in any street and required by law or by the provisions of the Cable Ordinance, within the time prescribed and to the satisfaction of the City Council, the City Council may, at its option, cause such work to be done and the Company shall pay to the City the cost thereof in the itemized amounts reported by the City Manager to the Company within thirty (30) days after receipt of such itemized report.

(j) The Company shall make no paving cuts or curb cuts unless absolutely necessary, but only after written permission has been given by the City Manager.

(k) The Company shall install, in conduit, all cable passing under any roadway.

(l) Except as provided for herein and in applicable ordinances, the City shall not unreasonably block, restrict, or limit the construction of the Company's Cable System and shall process any and all applicable permits for the installation, construction, maintenance, repair, removal or other activities associated with the Company's Cable System of any kind in a timely and prompt manner.

(m) Except as provided for herein and in applicable ordinances, the City shall process any and all applicable permits for the installation, construction, maintenance, repair, removal, and other activities associated with the placement of the Company's Cable System in a timely and prompt manner.

SECTION 7. Insurance. The Company shall maintain insurance in the amounts and pursuant to the conditions set forth in Section 22-161 of the Cable Ordinance. Further, the Company shall indemnify and hold the City harmless in compliance with, and to the extent as set forth in, Section 22-162 of the Cable Ordinance.

ARTICLE 3 **FRANCHISE FEE/CONSIDERATION**

SECTION 1. Franchise Fee.

(a) In consideration for the franchise grant of authority contained herein, the Company shall pay to the City a franchise fee of five percent (5%) of the annual gross revenues derived from operation of the Cable System by the Company as provided in section 22-156 of the Cable Ordinance to provide Cable Service. Nothing in this Franchise shall be construed to limit any authority of the City to impose any tax, fee or assessment of general applicability.

(b) Such payment shall be in addition to any other payment, charge, permit, fee or bond owed to the City by the Company and shall not be construed as payment in lieu of personal or real property taxes levied by State, County or local authorities; provided, however, such fee shall include and be in lieu of any fee required by the City for any construction, building, or

other permit for use or occupation of, or work in, the streets, except for the inspection fee and service charge levied under the Mustang Municipal Code.

SECTION 2. Additional Commitments Not Franchise Fees. No term or condition in this Franchise shall in any way modify or affect the Company's obligation to pay franchise fees. Although the total sum of franchise fee payments and additional commitments set forth elsewhere in this Franchise may total more than five percent (5%) of the Company's Gross Revenues in any 12-month period, the Company agrees that the additional commitments herein are not franchise fees, nor are they to be offset or credited against any franchise fee payments due to the City, nor do they represent an increase in franchise fees to be passed through to subscribers.

SECTION 3. Alternative Compensation. In the event the obligation of the Company to compensate the City through franchise fee payments is lawfully suspended or eliminated, in whole or part, then the Company shall pay to the City such other compensation as is permitted by state or federal law.

SECTION 4. Audit. The City shall have the right to conduct audits pursuant to Sections 22-156 and 22-164 of the Cable Ordinance.

ARTICLE 4 **CUSTOMER SERVICE STANDARDS**

The Company shall comply with all applicable customer service standards of the Federal Communications Commission, as may be set forth in the applicable sections of the Code of Federal Regulations, including without limitation 47 C.F.R. §§ 76.309, 76.1602, 76.1603, 76.1604, and 76.1619. To the extent such standards are in conflict with those set forth in Section 22-187 of the Cable Ordinance, the parties agree that the federal standards shall prevail.

ARTICLE 5 **TERMINATION**

If this franchise ordinance is terminated, the Company shall comply with all further requirements as set forth in the Cable Ordinance.

ARTICLE 6 **ACCESS CHANNELS AND SERVICES**

SECTION 1. Public, Educational and Governmental Access Channels. The Company shall provide two (2) Public, Educational and Governmental Access Channels to Subscribers on the basic service tier within the Franchise Area throughout the term of this Franchise for non-commercial access programming. One channel is designated as a Government Access Channel, programmed by the City, and the second channel is designated as an Educational Access Channel, programmed by an educational consortium designated by the City. The City may

designate an Access Channel as a governmental access or educational access channel at its sole discretion and shall have sole editorial control over such channels.

SECTION 2. Location of Access Channels. The Company shall locate the Access Channels on the Basic Service Tier, and shall provide Access Channels to all subscribers, regardless of the package of service. The Company shall provide ninety (90) days written notice to the City prior to any relocation of the Government Access Channel.

SECTION 3. Access Interconnections. The Company may interconnect the Access Channels of the Cable System with the Access Channels of any other cable service provider in the City in accordance with applicable law.

SECTION 4. Access Channel Quality. The Company shall retransmit the Access Channels received from the City or its designee without any material degrading of the signal and shall retransmit any program related material received from the City or its designee as part of the Access channel signals. "Program related material" shall mean (i) closed captioning for the hearing impaired, (ii) one alternative language or secondary audio program feed, (iii) program ratings information, (iv) such other material as may be essential to or necessary for the delivery of distribution of the primary video stream in a digital form; (v) video description information; and (vi) any material the FCC specifically identifies as program-related material that a cable operator retransmitting a broadcast television signal pursuant to FCC must-carry rules is required to retransmit as part of a broadcast television signal on the Company's basic service tier; provided, however, that Company is technically capable of passing through any such program related material; and provided, further, that program related material shall not include any interactive element or transactional application that requires the functionality of a two-way cable or similar plant or otherwise suggests that a return path will be provided, including, without limitation, any feature that prompts a customer to attempt to utilize "triggers" or other options that are enabled by a return path. All such related audio and other material shall be provided as part of the Access Channel programming feed transmitted to the Company.

SECTION 5. Return Lines. The Company shall provide an activated cable or fiber connection to the Company's headend from 1501 North Mustang Road, Mustang, Oklahoma and to the Company's headend from 612 N. Sara Rd. Oklahoma City Ok. 73127, Oklahoma City, Oklahoma, that will allow video programming produced by the City and the education consortium to be cablecast on the Access Channels. The parties shall agree on the location of a demarcation point at City Hall and at 612 N. Sara Rd. Oklahoma City Ok. 73127. The Company shall provide such activated cable or fiber connection at no cost to the City and shall have no obligation to require any third party access to such video path on the Company's side of the demarcation point, unless required by state or federal law.

SECTION 6. Connection of Public Facilities.

(a) Existing Service Locations. Until the third anniversary of the Effective Date of this Agreement, the Company shall continue to provide, at no cost to the City, Basic Service to the number of outlets at the service locations listed on Exhibit A and to all public schools. In the event separate equipment is needed to receive basic service at these outlets, the Company agrees

to provide upon request, and at no cost to the City, the necessary digital converter equipment to receive Cable Service for each complimentary outlet.

(b) **Audit.** Upon request of either party, the Company and the City shall conduct an audit to ascertain the existing service locations and number of existing outlets and equipment provided pursuant to this Section 6. The results of the audit must be mutually agreed upon by the parties. The parties agree to cooperate with each other to complete such audit.

(c) **New Installations.** If during the three (3) years commencing on the Effective Date of this Agreement the City or the public schools shall occupy a new building or facility for governmental purposes and such building is located within the service area, the Company shall provide, without charge for installation, one (1) service drop to each occupied municipal building or public school located within one hundred-twenty-five (125) feet of the Company's activated cable network. The Company shall provide its basic service, at no charge, to one (1) service outlet at each new installation location. Such outlets shall not be located in areas of buildings generally available to the public, such as waiting rooms and lobbies.

(d) **Service Extensions.** The service provided in subsection (a) and (c) above, shall not be extended by the persons receiving such service to other outlets within the building without the approval of the Company, which approval shall not be unreasonably withheld. All requests for service connections, or extensions of service within existing locations shall be made by the City Manager or his designee to the Company. The entity receiving such service shall pay all costs, including installation and monthly service charges, for any extension beyond the existing outlets provided in subsections (a) and (c), above.

ARTICLE 7

DISPUTE RESOLUTION

SECTION 1. Notice of Noncompliance and Opportunity to Cure. In the event either party believes that the other party has not complied with the terms of the Franchise, it shall notify the other party in writing with reasonably specific details regarding the nature of the alleged noncompliance or default. Prior to issuing the written notice of noncompliance or default, the City shall make a good faith effort to contact the Company in an attempt to resolve the issue through good faith consultation in the ordinary course of business. The City Manager, or his designee, has the authority to make initial determinations regarding noncompliance with the Franchise and to issue written notice of any alleged violations. The City Manager, or his designee, may mediate any controversy or charge arising from the operations of the Company under this Franchise Agreement.

SECTION 2. Informal Resolution. Following written notice of any alleged violation, the parties shall expeditiously schedule a meeting to discuss the dispute informally. In the event that the dispute is not resolved by the City and the Company's primary staff contact to the City within thirty (30) days of the Company's receipt of the City's written notice, either party may upon written notice to the other initiate formal resolution under Section 3, below.

SECTION 3. Formal Resolution. If the matter is not resolved informally under Section 2

(Informal Resolution) of this Article, the matter shall be referred to a committee of the City Council (the "Committee"), which Committee shall consist of three (3) members of the City Council to be selected by the City Council. In a meeting before the Committee, the City Manager or his designee shall present information and make a brief oral presentation demonstrating reasonable cause of a franchise violation. The Company may present information and make a brief oral presentation to the Committee. The Committee shall forward its recommendation on whether reasonable cause of a Franchise violation exists to the City Council. If the City Council determines there is reasonable cause that a Franchise violation has occurred, the matter shall be submitted to a mutually-selected mediator. If the Parties cannot agree upon a mutually-selected mediator within thirty (30) days of the end of the informal resolution period contained in Section 2 of this Article, each Party shall within twenty (20) days provide a list of the names of three (3) mediators acceptable to that Party to the Chief Judge of the Canadian County District Court who shall select a mediator for the Parties from the submitted names. If the Parties, with the assistance of the mediator, do not resolve the dispute within 75 days of selection of the mediator, they may enforce their rights solely and exclusively in Canadian County District Court. The court shall have jurisdiction to demand and compel compliance with this Agreement and to impose the remedies contained herein.

SECTION 4. Remedies for Non-Compliance. The Canadian County District Court shall, without limitation, have all rights and remedies provided for herein or otherwise available under the law, including termination of the Franchise, and the assessment of damages.

(a) Relationship of Remedies.

(1) Non-Exclusivity of Remedies. Subject to applicable law and this Franchise, the remedies provided for in this Franchise, are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another remedy, or the exercise of any rights of the City at law or equity.

(2) No Election of Remedies. Without limitation, the recovery of amounts under the insurance, indemnity, or bonding provisions of this Franchise shall not be construed as a limit on the liability of the Company under the Franchise or an excuse of faithful performance of any obligation of the Company.

(b) Non-Waiver. The Company shall not be relieved of its obligations to comply, promptly and completely, with any provision of the Franchise by reason of any failure of the City to promptly enforce compliance with this Franchise, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.

ARTICLE 8
MISCELLANEOUS PROVISIONS

SECTION 1. Severability. If any section, provision or clause of this Franchise is held by a court of competent jurisdiction to be invalid or unenforceable, or is preempted by federal or state laws or regulations, the remainder of this Franchise shall not be affected, except as is otherwise provided in this Franchise.

SECTION 2. Choice of Forum. Any litigation between the City and the Company arising under or regarding this Franchise shall occur, if in the state courts, in Canadian County District Court, and if in the federal courts, in the United States District Court for the Western District of Oklahoma.

SECTION 3. Force Majeure. The Company shall have no liability to City for penalties or damages, nor shall City have the right to terminate this Franchise as a result of any failure or delay of the Company to perform its obligations hereunder if such failure or delay is caused by factors beyond the control of the Company, including without limitation, war, civil disturbance, flood or other Act of God, laws, regulations, rules or orders of any governmental agency, sabotage, or strikes. In the event that delay in performance or failure to perform affects only part of the Company's capacity to perform, then the Company shall perform to the extent it is reasonably able to do so. In correcting any causes of non-performance or delay, and in effecting any partial performance, the Company shall take all necessary corrective actions as expeditiously as possible without unduly endangering the health, safety and integrity of the Company's employees or property, or the health, safety and integrity of the public, the rights-of-way, public property or private property.

SECTION 4. Notice. Unless otherwise agreed to by the parties, any notice provided for under this Franchise shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party specifies in writing:

(a) Notices to the Company shall be mailed to:

Cox Communications - Oklahoma
ATTN: Vice President, Government Affairs
6301 Waterford Blvd.
Oklahoma City, OK 73118

with a copy to:

Cox Communications, Inc.
ATTN: Law & Policy
6205-B Peachtree-Dunwoody Rd.
Atlanta, GA 30328

(b) Notices to the City shall be mailed to:

City of Mustang
City Manager
1501 North Mustang Road
Mustang, Oklahoma 73064

(c) The Company shall at all times keep the City advised as to which individual(s) are authorized to act on behalf of the Company and whose acts will be considered to bind the Company.

SECTION 5. Binding Acceptance. This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns.

SECTION 6. Governing Law. This Franchise Agreement shall be governed in all respects by the law of the State of Oklahoma and the federal cable Cable Act.

SECTION 7. Captions and References. The captions and headings of sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

SECTION 8. Contractual Obligation. The preemption or preclusion of the exercise by the City of any of its police power shall not diminish, impair, alter, or affect any contractual benefit to the City or Company nor any contractual obligation of the Company under this Agreement. Any and all rights, powers, privileges and authorities arising under this Agreement are each and all hereby declared by the City and Company to be contractual in nature and to be for the benefit of the parties.

SECTION 9. No Third Party Beneficiaries. This Franchise is for the benefit of the City and the Company. Nothing in this Franchise Agreement grants or is intended to grant any claim, cause of action or right of action for breach of this Franchise Agreement to any person not a party to or the grantor of this Franchise, it being the explicit intent of the parties that this Franchise shall not be construed as a third-party beneficiary contract.

SECTION 10. Modification. This Agreement may be amended or modified only by a written instrument executed by both parties.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

CoxCom, LLC

By: B. J. K.

SVP Region Manager
Title

11/13/15
Date

APPROVED by the City Council of the City of Mustang, Oklahoma on the _____ day
of ~~November~~, 2015.
December,

MAYOR

ATTEST:

City Clerk

REVIEWED for form.

Municipal Counselor

EXHIBIT A

Location	Address	Number of Outlets
City Center		22
City Hall		8
Fire Station 1		7
Animal Control		1

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. H-3
2. MEETING DATE: December 1, 2015
3. TITLE: Wrecker Rotation Policy
4. COUNCIL ACTION: Approve/Deny/Amend
5. INITIATOR: Timothy Rooney, City Manager
6. BACKGROUND: Prior to August 2015, there was not a need for a wrecker rotation in Mustang as there was only one wrecker service business located in Mustang. In August, 2015, Mr. Winkelman contacted the Mustang Police Department and requested to be added to the Mustang "Wrecker Rotation" as he had established Bronco Towing, LLC located at 908 W. Highway 152 in Mustang. A copy of that request is attached for your information and review.

The request by Mr. Winkelman necessitated the City of Mustang to pass a resolution to establish a "Wrecker Rotation" for the City of Mustang that adheres to Oklahoma State Statutes Chapter 47, 72-952. Staff, working with City Attorney Miller, developed Resolution No. 16-013 for that purpose and to address Mr. Winkelman's request that a rotation list be created.

Oklahoma State Statutes Chapter 47, 952 reads as follows:

In cities of less than fifty thousand (50,000) population, all such licensed wrecker or towing services located near or in the city limits of such cities shall be considered as being equal distance and shall be called on an equal basis as nearly as possible."

Resolution No. 16-013 was passed and adopted by the City Council unanimously on September 1, 2015 and adheres to the Oklahoma State Statutes. A copy of Resolution No. 16-013, as well as the minutes and motions from the meeting that pertain to this item are attached for your information and review.

As a result of concerns expressed by Mr. Winkelman following the adoption of Resolution No. 16-013, staff was asked to place this matter on the November 9, 2015 City Council Work Session agenda for discussion. That meeting was attended by all wrecker companies currently contained on the City of Mustang's Wrecker Rotation list. At that meeting, staff provided the following items as a potential solution to the concerns expressed by Mr. Winkelman:

1. Two rotation lists be developed.
 - A. The first list would contain those wrecker service businesses located within the City Limits of Mustang that meet all of the licensing requirements outlined in the Oklahoma State Statutes.

- B. The second list would contain those wrecker service businesses located outside the City Limits of Mustang but near the city limits that meet all of the licensing requirements outlined in the Oklahoma State Statutes.
2. When wrecker service is needed and/or requested by the Mustang Police Department, the first list would be contacted on a rotating basis. If neither wrecker service provider is available or cannot respond, those wrecker service providers contained on the second list would be contacted on a rotating basis.
 3. Under any scenario, if the driver or owner of the vehicle requests to utilize a specific wrecker service provider over another, they shall be permitted to do so. All officers would have a list of licensed wrecker service providers that a driver or vehicle owner could review if they wished to select a wrecker service provider independent of the rotation list.

There was considerable debate and discussion at the Work Session regarding this item and a copy of the minutes from that meeting are attached for your information and review. Several of the wrecker service representatives spoke at the meeting, and there were several questions directed at staff from the City Council. As a result of the discussion that occurred, staff was asked to revisit the issue for the purpose of defining the terminology of "near" in a wrecker rotation policy and/or amended resolution.

Mr. Battles, Chief Foley, and I met on Wednesday, November 18, 2015 to discuss and define the terminology of "near" for the wrecker rotation policy and/or amended resolution. Based on the input received at the City Council Work Session, it was the opinion of the group that a 1 mile distance be used for defining the terminology of "near".

It is staff's understanding that if the 1 mile definition of near is utilized, only the two wrecker services that are located within the City of Mustang would be contained on the City's rotation list as all three of the other wrecker services are a greater distance away from the Mustang City Limits. Please note this would not prohibit the Mustang Police Department from contacting any of the other wrecker services outside of the City Limits in the event of a multi-vehicle incident or concurrent incidents that required capabilities or additional wreckers that could not be provided by those located within the City Limits.

Proposed Resolution No.16-021 is attached for your consideration defines the term "near" as being a distance of not more than 1 mile, establishes a wrecker rotation utilizing that terminology, and amends Resolution No. 16-013.

7. FINANCIAL IMPACT: None
8. STAFF COMMENTS: None
9. STAFF SOURCE: Timothy Rooney, City Manager
10. RESOLUTION / ORDINANCE: Resolution No. 16-021
11. ATTACHMENTS
 - a. Request by Mr. Winkelman to be added to the Wrecker Rotation
 - b. Resolution No. 16-013

- c. Minutes from September 1, 2015 City Council Meeting
- d. Minutes from November 9, 2015 City Council Work Session
- e. Proposed Resolution No. 16-021

BRONCO TOWING, LLC

908 W. HWY 152 MUSTANG, OK 73064

OFFICE: 405-256-6278 FAX: 405-256-6303

BRONCOTOWING1@GMAIL.COM

PLEASE ACCEPT THIS LETTER AS OUR WRITTEN REQUEST TO BE PLACED ON THE MUSTANG POLICE DEPARTMENT TOWING ROTATION. ENCLOSED IS OUR WRECKER LICENSE ISSUED BY THE DEPARTMENT OF PUBLIC SAFETY AND OUR BUSINESS LICENSE ISSUED BY THE CITY OF MUSTANG. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE DO NOT HESITATE TO CONTACT ME AT THE ABOVE PHONE NUMBER OR MY CELL: 405-464-4315.

SINCERELY,



JIM WINKELMAN

BRONCO TOWING, LLC

RESOLUTION NO.: 16-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSTANG, OKLAHOMA DESIGNATING WRECKERS TO BE USED WHEN IMPOUNDING VEHICLES, CREATING A WRECKER ROTATION SYSTEM AND IMPOSING REQUIREMENTS FOR PROVIDING WRECKER SERVICES WHEN REQUESTED BY THE CITY OF MUSTANG

Whereas, from time to time it is necessary and/or required that the Mustang Police Department impound vehicles; and,

Whereas, Sec. 114-565 of the Mustang Code of Ordinances provides that every vehicle that is impounded shall be removed to the nearest garage or place of safe keeping designated by the city council; and,

Whereas, the City of Mustang now has more than one wrecker service within and near the City limits, and the City Council desires to establish a system for rotating among wrecker services for responding to requests to impound, tow or otherwise move vehicles.

Now, therefore, be it resolved by the city council of the City of Mustang, Oklahoma as follows:

A. For purposes of this resolution, the following definitions apply:

1. "Wrecker" means any vehicle, other than a transport as defined in 47 O.S. §1-181, equipped with a winch, cable or other device designed to lift, pull or move a disabled vehicle incapable of self-propulsion. Wrecker does not include a vehicle with a push bumper only.

2. "Wrecker service" means the business of offering the service of a wrecker to tow or otherwise remove a vehicle from the place where it was disabled or impounded to a safe protected storage area in response to official calls from the City.

B. Those persons providing wrecker services that maintain an office and storage facility in or near the limits of the City of Mustang may submit a request to the Mustang Police Department to have their name included on list of available wrecker service providers. By requesting that their name be included on such rotation list, the wrecker service provider certifies and agrees as follows:

1. The wrecker service provider shall maintain a current wrecker license issued by the Oklahoma Department of Public Safety and all licensing requirements in current status;
2. The wrecker service provider shall maintain an office and a storage facility located in or near the limits of the City of Mustang that are located within areas properly zoned for such office and storage;
3. The wrecker service provider shall comply with the terms of this Resolution and with the provisions of the Mustang Code or Ordinances, including but not limited to Chapter 114, Article IX, Impoundment of Vehicles;
4. The wrecker service provider shall maintain a safe and secure storage facility to protect stored vehicles;
5. The wrecker service provider shall provide service 24 hours per day, each and every day, and every call for a wrecker shall be answered promptly;
6. The wrecker service provider shall not accept a dispatch call from the Mustang Police Department unless a wrecker and driver are immediately available for dispatch at the time such call is received, and the wrecker is adequate to tow or service the subject vehicle;

7. The wrecker service provider dispatched to the scene of an accident shall be responsible for clearing from the street all debris existing as a result of such accident, including any ordinary vehicle fluids found at the scene of collisions with absorbing material used to absorb vehicle fluids as allowed by law;

8. An inventory of the contents in each towed vehicle shall be prepared by the wrecker driver before the vehicle is removed, and such inventory shall be verified by the owner or driver or the police officer at the scene by signature. Any erasures on such inventory shall be initialed by both the wrecker driver and the owner or driver or police officer. For those vehicles being impounded by the Mustang Police Department, an inventory shall be conducted pursuant to the policies of the Mustang Police Department;

9. The wrecker service provider shall keep records in which he will log each police call received, the time such call was received, the time the wrecker reached the scene, and the time the wrecker returned. Such records shall be kept on a daily basis and shall be open to inspection by the Police Department on request;

10. The wrecker service provider shall clearly mark their wreckers with the name of the wrecker service on each side of the vehicle in letters not less than two inches in height and one-half inch in width. The color of such letter shall contrast with the body color of the vehicle so as to be easily readable;

11. The wrecker service provider agrees that the City will not be liable for payment of any fees for impounded or towed vehicles, and that vehicles impounded or towed at the request of the City will be released at no cost, or at an adjusted cost, as

determined pursuant to the provisions of Chapter 114, Article IX, Impoundment of Vehicles, of the Mustang Code of Ordinances; and

12. The wrecker service provider shall notify the Mustang Chief of Police within ten (10) days if (a) they no longer maintain a current wrecker license or meet the licensing requirements, (b) they change business name or change ownership, (c) they move their physical business location, (d) they change their telephone number, (e) they obtain additional wreckers, or (f) there is any change in their compliance or ability to comply with the terms of this Resolution.

C. The wrecker service providers shall be listed in order based on the date placed on the rotation list. In event two or more are listed the same date, they shall be listed alphabetically. In the event a wrecker service provider is needed by the Mustang Police Department, the Mustang Police Chief, or his designee, will call the wrecker service provider next on rotation. The wrecker service provider shall advise the Mustang Police Chief or his designee if it is unable to provide immediate service or does not have a wrecker adequate to tow or service the subject vehicle, in which event the Mustang Police Chief or his designee shall call the next wrecker service provider in rotation. The rotation will be on a per vehicle basis; with a wrecker service provider being called for each vehicle needing service. No wrecker service provider shall proceed to the scene of an accident until and unless it has been directed to do so by the Mustang Police Chief or his designee or the owner of an involved vehicle.

D. The rotation system shall not apply in instances where the vehicle owner or driver designate the wrecker service provider to be called for towing.

E. The Chief of Police or his designee may select a wrecker service provider that is not the next wrecker service provider on the rotation list, or a wrecker service provider not on the rotation list, in order to respond when necessary to respond to exigent circumstances and provide for the public safety and the efficient flow of traffic.

F. The wrecker service rotation system shall not apply to instances in which a truck wrecker is needed to service, tow or impound a truck, truck-tractor, road tractor, trailer, semi-trailer, bus and/or other vehicle or conveyance. In such instances, the Mustang Chief of Police or his designee shall call a provider having a Class AA-TL truck wrecker. For purposes of this provision, "truck wrecker" means every motor vehicle properly designed and equipped according to Department of Public Safety specifications with wrecker body and winch or lifting apparatus suitably designed to safely move, pull or tow wrecked, damaged or disabled trucks, truck-tractors, road tractors, trailers, semi-trailers, buses and/or other vehicles and conveyances that use the highways of the state of Oklahoma, and shall be used for Class AA-TL wrecker vehicles having operators meeting the qualifications for Class AA truck wrecker services.

G. A wrecker service provider shall not be removed from rotation without notification to the wrecker service provider stating the reason for removal from the rotation list. All notifications for removal from a rotation log shall be mailed to the wrecker service provider at least ten (10) days before removal from the rotation list and shall state the procedure and requirements for reinstatement.

[Remainder of page intentionally blank.]

PASSED this 1st day of September, 2015. .

THE CITY OF MUSTANG, OKLAHOMA

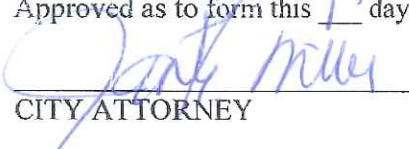
By: 

MAYOR

ATTEST:


CITY CLERK

Approved as to form this 1st day of September, 2015.


CITY ATTORNEY

City Attorney Miller read the Ordinance in its entirety.

Councilwomen Hagan and **Staples** stated they were against granting the partial vacation of easement.

Miller stated discussion for this item should be held at the October 6, 2015, meeting.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilwoman Staples**, to set the October 6, 2015 City Council Meeting as the Date for Final Consideration of Ordinance No. 1131.

AYE: Riley, Staples, Hagan, Schweinberg, Adams

NAY: None

2. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 16-013**, a Resolution of the City Council of the City of Mustang, Oklahoma, Designating Wreckers to be Used when Impounding Vehicles, Creating a Wrecker Rotation System and Imposing Requirements for Providing Wrecker Services when requested by the City of Mustang.

City Manager Rooney stated prior to August, 2015, there was not a need for a wrecker rotation in Mustang since there was only one wrecker service. He stated Jim Winkelman with Bronco Towing, LLC recently made notice to Mustang Police that he had established business in Mustang and requested to be added to the Mustang wrecker rotation per statute, O.S. 47§72-952. **Rooney** stated this request necessitated a municipal resolution to establish a "Wrecker Rotation" for the City of Mustang.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilwoman Staples**, to Approve **Resolution No. 16-013**, a Resolution of the City Council of the City of Mustang, Oklahoma, Designating Wreckers to be Used when Impounding Vehicles, Creating a Wrecker Rotation System and Imposing Requirements for Providing Wrecker Services when requested by the City of Mustang

AYE: Riley, Staples, Hagan, Schweinberg, Adams

NAY: None

Discussion was held concerning what account would be utilized to fund the repairs with it being stated it would come from the General Fund Reserve balance.

Councilwoman Staples arrived at this time.

1. **Discussion** regarding Wrecker Rotation Policy.

City Manager Rooney stated prior to August, 2015, there was not a need for a wrecker rotation in Mustang as there was only one wrecker service business located in the City. In August, 2015, Mr. Winkelman contacted the Mustang Police Department requesting to be added to the Mustang "Wrecker Rotation" as he had established a business in Mustang – Bronco Towing, LLC. **Rooney** stated this request necessitated the City to pass a resolution to establish a "Wrecker Rotation" that adheres to Oklahoma State Statutes stating Chapter 47, 952 reads:

"In cities of less than fifty thousand (50,000) population, all such licensed wrecker or towing services located near or in the city limits of such cities shall be considered as being equal distance and shall be called on an equal basis as nearly as possible".

Rooney stated Resolution No. 16-013 was passed unanimously by Council on September 1, 2015 stating the Resolution adheres to the Oklahoma State Statutes which may be contrary to what is being communicated. He stated it is important to be direct when the facts and issues facing a decision tend to get lost stating the crux of the issue is upon development of a Wrecker Rotation stating Mr. Winkelman thought he would be receiving 50% of the wrecker service business in Mustang as there was only one other wrecker service located in Mustang; however, once the rotation was developed per his request in accordance with Oklahoma State Statutes, it allowed wrecker service providers outside of the City Limits of Mustang to also request to be added to the rotation. He stated this brought the number of wrecker services from two to four, meaning that he only receives 25% of the potential business rather than 50%.

Rooney stated if Council decides to deviate from the current Resolution, Staff would recommend two rotation lists be developed:

- A. The first list would contain those wrecker service businesses located within the City Limits of Mustang that meet all of the licensing requirements outlined in the Oklahoma State Statutes.
- B. The second list would contain those wrecker service business located outside the City Limits of Mustang, but near the City limits that meet all of the licensing requirements outlined in the Oklahoma State Statutes.

Rooney stated when a wrecker service is needed, the Mustang Police Department would contact a wrecker service on the first list on a rotating basis and if neither wrecker service provider is available or cannot respond, then the Police Department would contact wrecker service providers on the second list on a rotating basis. He stated however, under any scenario, the driver or owner of the vehicle may request to utilize a specific wrecker service provider. **Rooney** also stated the Police Officers will have a list of licensed wrecker service providers that a driver or vehicle owner could choose from if they so wish.

Rooney stated if Council would prefer this course, a new Resolution would be developed and placed on the December 1, 2015 City Council agenda advising, however, it would not adhere to the Oklahoma State Statutes.

Discussion was held concerning the City deviating from State Statute and if it would be a violation with **City Attorney Miller** stating yes, someone could challenge it stating the current Resolution is based on State Statute where it states wrecker services located near or in the City. He stated the word "near" is not defined in Statute, but the City might be able to define it using radiance.

Police Chief Foley stated prior to August, there was not a rotation schedule as there was only one wrecker service in Mustang. He stated if there was a wreck, the Officer would contact Mustang Wrecker and if he was not able to take the call, he would normally refer the City to Xclusive Collision and Towing (Xclusive) in Yukon. He stated calls have been made to Xclusive, but it was not due to a rotation schedule, but rather on an as needed basis.

Foley stated now when there is a wreck, the Officer asks the driver if he/she would like a towing service and if so, if there was a specific one they would like to use. **Foley** stated if not, the Officer would provide a list of the four services on the schedule for them to choose from, or if no preference, would use the wrecker service next in the rotation. He stated the Wrecker Rotation was used for impounded vehicles.

Discussion was held concerning how the Wrecker Rotation list went from two services (located in Mustang) to four (two in Mustang and two in Yukon). **Rooney** stated it was due to the Statute stating "near or in the City" and once the Wrecker Rotation was put into place, other companies requested to be on the list.

Discussion was held concerning the City defining the word near and whether estimated time of arrival (ETA) or location should be used. **Foley** stated it was difficult to define the word near using ETA as there were too many variables such as weather, traffic, time of day, etc. He also stated it was not unusual to utilize more than one wrecker service at one time when multiple vehicles are involved. He stated there were numerous factors not seen on the surface when it comes to the rotation schedule.

Discussion was also held concerning other cities such as Yukon and Tuttle not allowing outside wrecker services to be on their rotation schedules. Winkelman with Bronco Towing stated by utilizing local towing services, you keep tax money in the City. Steve with Mustang Wrecker stated he used to be on the Highway Patrol and Canadian County rotation schedules, but dropped those to devote more time to the City. He stated on average, he normally had a little over one police call per day. Xclusive stated they had been servicing the City for over 22 years and when he had received information regarding the rotation schedule, he applied to be on it. A-Z Towing stated the same stating they would take all the business they could get, but did not want Mustang Wrecker or Bronco Wrecker in Yukon. He also stated if ETA is used, there's a risk of having wrecker services from all over driving around Mustang in order to be on the rotation.

Additional discussion was held concerning the possibility of the City defining the word near, but also abiding by Statute. **Miller** stated he would review it. **Rooney** stated he would discuss with the City Attorney and Police Chief and bring back to City Council in the December 1st City Council meeting.

RESOLUTION NO.: 16-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSTANG, OKLAHOMA DESIGNATING WRECKERS TO BE USED WHEN IMPOUNDING VEHICLES, CREATING A WRECKER ROTATION SYSTEM AND IMPOSING REQUIREMENTS FOR PROVIDING WRECKER SERVICES WHEN REQUESTED BY THE CITY OF MUSTANG

Whereas, from time to time it is necessary and/or required that the Mustang Police Department impound vehicles; and,

Whereas, Sec. 114-565 of the Mustang Code of Ordinances provides that every vehicle that is impounded shall be removed to the nearest garage or place of safe keeping designated by the city council; and,

Whereas, the City of Mustang now has more than one wrecker service within and near the City limits, and the City Council desires to establish a system for rotating among wrecker services for responding to requests to impound, tow or otherwise move vehicles.

Now, therefore, be it resolved by the city council of the City of Mustang, Oklahoma as follows:

A. For purposes of this resolution, the following definitions apply:

1. "Wrecker" means any vehicle, other than a transport as defined in 47 O.S. §1-181, equipped with a winch, cable or other device designed to lift, pull or move a disabled vehicle incapable of self-propulsion. Wrecker does not include a vehicle with a push bumper only.

2. "Wrecker service" means the business of offering the service of a wrecker to tow or otherwise remove a vehicle from the place where it was disabled or impounded to a safe protected storage area in response to official calls from the City.

B. Those persons providing wrecker services that maintain an office and storage facility in or near the limits of the City of Mustang may submit a request to the Mustang Police Department to have their name included on list of available wrecker service providers. For purposes of this subsection, a wrecker service is considered to be "near" the City of Mustang if the wrecker service maintains an office and storage facility within one mile of the city limits of the City of Mustang.

C. By requesting that their name be included on such rotation list, a wrecker service provider certifies and agrees as follows:

1. The wrecker service provider shall maintain a current wrecker license issued by the Oklahoma Department of Public Safety and all licensing requirements in current status;
2. The wrecker service provider shall maintain an office and a storage facility located in the limits of the City of Mustang, or within one mile of the city limits of the City of Mustang, that are located within areas properly zoned for such office and storage;
3. The wrecker service provider shall comply with the terms of this Resolution and with the provisions of the Mustang Code or Ordinances, including but not limited to Chapter 114, Article IX, Impoundment of Vehicles;
4. The wrecker service provider shall maintain a safe and secure storage facility to protect stored vehicles;
5. The wrecker service provider shall provide service 24 hours per day, each and every day, and every call for a wrecker shall be answered promptly;

6. The wrecker service provider shall not accept a dispatch call from the Mustang Police Department unless a wrecker and driver are immediately available for dispatch at the time such call is received, and the wrecker is adequate to tow or service the subject vehicle;

7. The wrecker service provider dispatched to the scene of an accident shall be responsible for clearing from the street all debris existing as a result of such accident, including any ordinary vehicle fluids found at the scene of collisions with absorbing material used to absorb vehicle fluids as allowed by law;

8. An inventory of the contents in each towed vehicle shall be prepared by the wrecker driver before the vehicle is removed, and such inventory shall be verified by the owner or driver or the police officer at the scene by signature. Any erasures on such inventory shall be initialed by both the wrecker driver and the owner or driver or police officer. For those vehicles being impounded by the Mustang Police Department, an inventory shall be conducted pursuant to the policies of the Mustang Police Department;

9. The wrecker service provider shall keep records in which he will log each police call received, the time such call was received, the time the wrecker reached the scene, and the time the wrecker returned. Such records shall be kept on a daily basis and shall be open to inspection by the Police Department on request;

10. The wrecker service provider shall clearly mark their wreckers with the name of the wrecker service on each side of the vehicle in letters not less than two inches in height and one-half inch in width. The color of such letter shall contrast with the body color of the vehicle so as to be easily readable;

11. The wrecker service provider agrees that the City will not be liable for payment of any fees for impounded or towed vehicles, and that vehicles impounded or towed at the request of the City will be released at no cost, or at an adjusted cost, as determined pursuant to the provisions of Chapter 114, Article IX, Impoundment of Vehicles, of the Mustang Code of Ordinances; and

12. The wrecker service provider shall notify the Mustang Chief of Police within ten (10) days if (a) they no longer maintain a current wrecker license or meet the licensing requirements, (b) they change business name or change ownership, (c) they move their physical business location, (d) they change their telephone number, (e) they obtain additional wreckers, or (f) there is any change in their compliance or ability to comply with the terms of this Resolution.

D. The wrecker service providers shall be listed in order based on the date placed on the rotation list. In event two or more are listed the same date, they shall be listed alphabetically. In the event a wrecker service provider is needed by the Mustang Police Department, the Mustang Police Chief, or his designee, will call the wrecker service provider next on rotation. The wrecker service provider shall advise the Mustang Police Chief or his designee if it is unable to provide immediate service or does not have a wrecker adequate to tow or service the subject vehicle, in which event the Mustang Police Chief or his designee shall call the next wrecker service provider in rotation. The rotation will be on a per vehicle basis; with a wrecker service provider being called for each vehicle needing service. No wrecker service provider shall proceed to the scene of an accident until and unless it has been directed to do so by the Mustang Police Chief or his designee or the owner of an involved vehicle.

E. The rotation system shall not apply in instances where the vehicle owner or driver designate the wrecker service provider to be called for towing.

F. The Chief of Police or his designee may select a wrecker service provider that is not the next wrecker service provider on the rotation list, or a wrecker service provider not on the rotation list, when necessary to respond to exigent or emergency circumstances and provide for the public safety and the efficient flow of traffic, including, by way of example only and not of limitation, when there are an insufficient number of wreckers and/or drivers available from wrecker service providers on the rotation list to address the needs of the exigent circumstances;

G. The wrecker service rotation system shall not apply to instances in which a truck wrecker is needed to service, tow or impound a truck, truck-tractor, road tractor, trailer, semi-trailer, bus and/or other vehicle or conveyance. In such instances, the Mustang Chief of Police or his designee shall call a provider having a Class AA-TL truck wrecker. For purposes of this provision, "truck wrecker" means every motor vehicle properly designed and equipped according to Department of Public Safety specifications with wrecker body and winch or lifting apparatus suitably designed to safely move, pull or tow wrecked, damaged or disabled trucks, truck-tractors, road tractors, trailers, semi-trailers, buses and/or other vehicles and conveyances that use the highways of the state of Oklahoma, and shall be used for Class AA-TL wrecker vehicles having operators meeting the qualifications for Class AA truck wrecker services.

H. A wrecker service provider shall not be removed from rotation without notification to the wrecker service provider stating the reason for removal from the rotation list. All notifications for removal from a rotation log shall be mailed to the wrecker service provider at least

ten (10) days before removal from the rotation list and shall state the procedure and requirements for reinstatement.

PASSED this ____ day of December, 2015. .

THE CITY OF MUSTANG, OKLAHOMA

By: _____
MAYOR

ATTEST:

CITY CLERK

Approved as to form this ____ day of December, 2015.

CITY ATTORNEY

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. NEW BUSINESS

D. CONSENT AGENDA

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

1. Approval of **11/17/15** MIA Minutes
- *2. Claims List for **FY '16**
- *3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
- *4. Approval of **Schedule of Meetings** for City Council, Boards and Commissions, and **Holiday** for the City of Mustang/MIA for the Year 2016.
- *5. Approval of **Maintenance Bonds** for Water Lines, Sewer Lines and Paving/Drainage for Hyde Park Addition.

E. INFORMATION/REPORTS

1. Trustee Manager
2. Trustees

F. DISCUSSION ITEMS

None.

G. ADJOURNMENT

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

**MUSTANG IMPROVEMENT AUTHORITY
NOVEMBER 17, 2015**

The Mustang Improvement Authority met in regular session on Tuesday, November 17, 2015, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Friday, November 13, 2015, at 3:00 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Vice Chairman Schweinberg called the meeting to order at **7:13 p.m.**

B. ROLL CALL

Trustees Present: Riley
Grider
Jones
Hagan
Schweinberg

Trustees Absent: Staples
Adams

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **11/03/15** MIA Minutes
- *2. Claims List for **FY '16**
- *3. Approval of **Change Order #1 and Final Pay Application** for Project Titled Meadow Lane Sanitary Sewer Rehabilitation.

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

AYE: Riley, Grider, Jones, Hagan, Schweinberg

NAY: None

E. INFORMATION/REPORTS

1. Trustee Manager

None.

2. Trustees

None.

F. DISCUSSION ITEMS

None.

G. ADJOURNMENT

MOTION was made by **Trustee Grider** and seconded by **Trustee Hagan** to adjourn.

AYE: Riley, Grider, Jones, Hagan, Schweinberg

NAY: None

Meeting was adjourned at **7:14 p.m.**

Jay Adams, Chairman

Attest:

Lisa Martin, Secretary

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68 GENERAL GOVERNMENT						
16-0124	01-B0024	BANCFIRST	2009 BOND PAYMENT	12/2015	201511202148	21,939.66
16-0791	01-B0024	BANCFIRST	2013 BOND PAYMENT	12/2015	201511202147	95,168.25
16-0038	01-E0043	EMSA	AMBULANCE ASSESSMENT	11/2015	201511202165	36,909.00
16-0487	01-E1106	EST ENGINEERING	ENGINEERING MUST. RD PROJ	11/2015	35728	14,221.25
16-0010	01-I0015	INCODE	WEBSITE FEES, U.B., COURT	11/2015	025-141168	192.00
16-1004	01-I0015	INCODE	ANNUAL MAINT. FEES	11/2015	025-140641	6,236.14
16-0646	01-M0210	MUSTANG IMPROVEMENT	TRANSFER CIP FEE TO MIA	12/2015	201511202146	30,000.00
16-0932	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	11/2015	201511202171	28.32
16-0400	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2015	201511202152	3,125.00
DEPARTMENT TOTAL:						207,819.62
DEPARTMENT: 72 WATER						
16-0012	01-C0083	C.O.W.R.A.	ANNUAL MEMBERSHIP DUES	12/2015	2015-104A	16,935.00
16-0946	01-C0108	COWAN GROUP	ENGINEERING SERVICES	12/2015	201511202164	9,200.72
DEPARTMENT TOTAL:						26,135.72
DEPARTMENT: 75 SEWER						
16-0946	01-C0108	COWAN GROUP	ENGINEERING SERVICES	12/2015	201511202164	4,537.97
DEPARTMENT TOTAL:						4,537.97
DEPARTMENT: 78 SANITATION						
16-0039	01-00121	O.E.M.A.	MONTHLY SANITATION	12/2015	42135	78,225.83
DEPARTMENT TOTAL:						78,225.83
FUND TOTAL:						316,719.14