



Mustang City Council

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

Mustang City Council

MUSTANG CITY COUNCIL

Tuesday, March 4, 2025 – 7:00 PM
MUSTANG MUNICIPAL BUILDING
1501 N. MUSTANG ROAD
MUSTANG, OKLAHOMA 73064

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION

Pastor Todd Wisdom, The Vine

C. ROLL CALL

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

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

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

F.1 Approval of 2/4/2025 City Council Minutes.

F.2 Approval of 2/25/2025 Special Meeting City Council Minutes.

F.3 Claims List for FY25

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

G. INFORMATION/REPORTS

G.1 Presentation of Service Award to Councilman Travis McKenzie

G.2 City Manager Report

G.3 City Council Reports

H. DISCUSSION ITEMS

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

H.1 Consideration of Municipal Lease/Purchase of Eleven (11) Police Vehicles with RCB Bank for a Three (3) Year Term; documents to include, but not limited to, Lease/Purchase Agreement, Resolution No. 25-019, and Statement of Essential Use; and Authorizing Staff to Execute Documents.

H.2 Consideration of Contract with Beal Power Solutions for Project Labeled Level III Electric Vehicle Charger Project, including approval of Statutory, Performance

and Maintenance Bonds.

I. MATTERS FOR EXECUTIVE SESSION

- I.1** Consideration of status and potential claims involving Red River Homes LLC and The Ohio Casualty Insurance Company relating to the Contract Agreement dated June 9, 2023 and related surety bonds for construction of the Meadows Park Walking Trail, including consideration of potential resolution of potential claims; and, executive session as authorized by 25 Okla. Stat. § 307(B)(4).

- I.2** Consideration of *Sophia Marie Doersom and Evan Joyner v. City of Mustang*, Case No. CJ-2024-503, District Court, Canadian County, State of Oklahoma; and, proposed executive session as authorized by 25 Okla. Stat. § 307(B)(4).

J. ADJOURNMENT

Note:

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



Agenda Item No: F.1

Mustang City Council Agenda Item Report

Meeting Date: March 4, 2025

Submitted by: Tammi Noblitt

Submitting Department: City Clerk

Item Type: Minutes

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of 2/4/2025 City Council Minutes.

Recommendation:

Approve

Initiator:

Tammi Noblitt

Background:

Minutes from the February 4, 2025 City Council Meeting.

Financial Impact:

Staff Comments:

Attachments:

[2-4-2025 City Council Minutes.pdf](#)

**MUSTANG CITY COUNCIL
FEBRUARY 4, 2025**

The Mustang City Council met in regular session on Tuesday, February 4, 2025, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Thursday, January 30, 2025 at 9:00 a.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE/INVOCATION - Pastor Russ Brown, Mustang Christian Church

C. ROLL CALL

Councilmembers Present: Ray
Leete
Wald
Waugh
Sholund
Grider

Councilmembers Absent: Ward 5 Vacancy

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

None.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

F.1 Approval of 2/4/2025 City Council Minutes.

F.2 *Claims List for FY2025.

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

- F.4 Approval of Resolution 25-017 Making Changes in the Rates for Parks and Recreation Facilities.
- F.5 Approval of Sports Facility Agreement between the City of Mustang and the Mustang Youth Soccer Association.
- F.6 Approval of Sports Facility Agreement between the City of Mustang and the Mustang Youth Softball Association.
- F.7 Approval of Sports Facility Agreement between the City of Mustang and the Mustang Youth Baseball Association.
- F.8 Approval of Sports Facility Agreement between the City of Mustang and the Mustang Football and Cheer Association.

MOTION was made by **Councilman Ray**, seconded by **Councilman Sholund**, to Approve the Consent Agenda Items F.1 thru F.8.

AYE: Ray, Leete, Wald, Waugh, Sholund, Grider

NAY: None

G. INFORMATION/REPORTS

G.1 City Manager Report

Nothing in addition to report. Reminder of the scheduled Special Council Meeting on February 25, 2025.

G.2 Council Reports

Councilman Ray thanks to the Mustang High School Choir; quiet in Ward 1.

Councilman Leete stated it was quiet in Ward 2; had a few calls regarding parking in the neighborhoods.

Councilman Wald had a call regarding sidewalks; expressed thanks to City staff; stated Ward 3 was quiet.

Councilman Waugh stated that construction is continuing in Ward 4 and the project is going well.

Councilman Sholund stated Ward 6 is quiet as well.

Mayor Grider reminder that the Dad & Daughter dance is 2/22/2025; Chik-fil-a is progressing and will soon be completed; Announced that Buffalo Wild Wings is coming to Mustang.

- G.3 Consideration of Proclamation declaring February 16, 2025 as "Mustang Christian Church Day" in the City of Mustang.

MOTION was made by **Councilman Wald**, seconded by **Councilman Waugh**, to Approve the Proclamation declaring February 16, 2025 as "Mustang Christian Church Day" in the City of Mustang

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

Pastor Brown stated that the City of Mustang is a great place to live and the community is on a good track. The Mustang Christian Church is growing and has a wonderful congregation who is very supportive of the community.

H. DISCUSSION ITEMS

H.1 Consideration of Acceptance of Bids for the Project Labeled Level III EV Charger Project.

Project Manager, David Russell introduced the Bid for the Project Labeled Level III EV Charger Project that has been in the works for a few months. Working with an ACOG the project has had healthy interest.

MOTION was made by **Councilman Sholund**, seconded by **Councilman Waugh**, to Accept the Bid for the Project Labeled Level III EV Charger Project.

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

H.2 Consideration of Award of Bid for the Project Labeled Level III EV Charger Project.

Project Manager, David Russell recommended Award of Bid to the lowest bidder Beall Power Solutions at \$355,000.00. The company has been vetted and the City would recommend approval.

Councilman Leete questioned that the use of the EV Charger would indeed be a cost to the public. **Project Manager, David Russell** informed council that the public would be charged for usage of the EV Charger.

MOTION was made by **Councilman Wald**, seconded by **Councilman Leete**, to Award the Bid for the Project Labeled Level III EV Charger Project.

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

H.3 Consideration of Preliminary Plat Application, PP-12-17-24-1-34, Riverwood Mustang 42, LLC, 300-500 Block of E SW 89th St., 42.88 Acres, 61 Two-Family Lots, 122 Total Units.

City Planner, Ryan Conner stated this plat had been approved previously by Mustang Fire and staff as well. Staff recommends approval of said plat. Applicant is on sight and will answer any questions or concerns of Council.

MOTION was made by **Councilman Ray**, seconded by **Councilman Leete**, to Accept the Preliminary Plant Application PP-12-17-24-1-34, Riverwood Mustang 42, LLC, 300-500 Block of E SW 89th St., 42.88 Acres, 61 Two-Family Lots, 122 Total Units.

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

H.4 Consideration of Preliminary Plat Application, PP-06-05-24-1-32, Calvary Court, Mustang Townhomes, LLC, 950 W St. Hwy 152, 2.32 Acres, 1 Lot, 16 Townhome Units.

City Planner, Ryan Conner stated this plat was resubmitted to address the sale of the units. There will be 4 buildings with 4 units each. The units are allowed to sell and/or be owned by sole individuals. Zoning approval allows for individual ownership. Mustang Fire and Staff recommends approval.

MOTION was made by **Councilman Waugh**, seconded by **Councilman Sholund**, to Accept the Preliminary Plat Application, PP-06-05-24-1-32, Calvary Court, Mustang Townhomes, LLC, 950 W St Hwy 152, 2.32 Acres, 1 Lot, 16 Townhome Units.

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

H.5 Consideration of Final Plat Application, PP-06-05-24-1-32, Calvary Court, Mustang Townhomes, LLC, 950 W St. Hwy 152, 2.32 Acres, 1 Lot, 16 Townhome Units.

City Planner, Ryan Connor stated that staff recommends approval of Final Plat Application, PP-06-05-24-1-32, Calvary Court, Mustang Townhomes, LLC, 950 W St. Hwy 152, 2.32 Acres, 1 Lot, 16 Townhome Units.

Councilman Wald inquired if there is enough space in the area for easy turn-around for postal, fire, etc. **City Planner, Ryan Connor** informed council that there is adequate room due to a "hammerhead" turn around at the end. The USPS will be installing postal lockers.

MOTION was made by **Councilman Wald**, seconded by **Councilman Leete** to Approve the Final Plat Application, PP-06-05-24-1-32, Calvary Court, Mustang Townhomes, LLC, 950 W St. Hwy 152, 2.32 Acres, 1 Lot, 16 Townhome Units.

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

I. MATTERS FOR EXECUTIVE SESSION

NONE.

J. ADJOURNMENT

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

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

The meeting was adjourned at **7:22 p.m.**

Brian Grider, Mayor

Attest:

Tammi Noblitt, City Clerk



Mustang City Council Agenda Item Report

Meeting Date: March 4, 2025

Submitted by: Tammi Noblitt

Submitting Department: City Clerk

Item Type: Minutes

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of 2/25/2025 Special Meeting City Council Minutes.

Recommendation:

Approve

Initiator:

Tammi Noblitt

Background:

Minutes from the February 25, 2025 Special City Council Meeting Minutes.

Financial Impact:

Staff Comments:

Attachments:

[2-25-2025 Special City Council Minutes.pdf](#)

**MUSTANG CITY COUNCIL
FEBRUARY 25, 2025**

The Mustang City Council met in regular session on Tuesday, February 25, 2025, at 12:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Thursday, February 20, 2025 at 7:19 a.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Mayor Grider called the meeting to order at **12:00 p.m.**

B. ROLL CALL

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

Councilmembers Absent: **Leete**
 Ward 5 Vacancy

C. CONSENT AGENDA

None.

D. DISCUSSION ITEMS

D.1 In-Kind Donation Acceptance from the American Red Cross.

City Manager, Tim Rooney discussed the donation of an ATV that was awarded to the Mustang Fire Department from the American Red Cross.

MOTION was made by **Councilman Ray**, seconded by **Councilman Sholund**, to Accept the In-Kind Donation from the American Red Cross to the Mustang Fire Department.

AYE: Ray, Wald, Waugh, Sholund, Grider

NAY: None

D.2 Consideration of the Oklahoma Municipal Retirement Fund Defined Benefit Master Plan and Joinder Agreement changes and updates.

City Manager, Tim Rooney reminded Council that the initial Ordinance 1312 was approved in the January 2025 meeting by Council. The Joinder Agreement was not properly attached. Corrections were made and placed here on the Special Council Meeting for approval. Ordinance 1313 will supersede the prior ordinance with the Joinder Agreement attached.

MOTION was made by **Councilman Sholund**, seconded by **Councilman Ray**, to approve Ordinance 1313.

AYE: Ray, Wald, Waugh, Sholund, Grider
NAY: None

MOTION was made by **Councilman Sholund**, seconded by **Councilman Ray**, to declare and Emergency for the Adoption of Ordinance 1313.

AYE: Ray, Wald, Waugh, Sholund, Grider
NAY: None

D.3 Discussion regarding Ward 5 Vacancy appointment, including appointment of qualified individual to fill such vacancy.

Mayor Grider stated this appointment was to fill the vacancy left by Councilman Travis McKenzie in December. He stated that three(3) Mustang citizens had submitted letters of interest and thanked each for their submittals. He noted that all candidates were clearly qualified and felt that any one of them would be a good choice.

Councilman Ray stated that he enjoyed reading the letters and appreciated the candidates' submittals.

Councilman Waugh stated that he had talked to all candidates and was confident that all were well qualified. Thank each of them. His personal opinion was to venture toward diversity on the bench and recommended Ms. Kayla Balliew.

Councilman Sholund recommended Mr. Andy Moore.

Mayor Grider recommended Ms. Kayla Balliew.

Councilman Wald stated that a recommendation from the information provided in the letters was difficult.

Councilman Ray stated for the record that the appointment is to complete the year.

Mayor Grider stated that the appointment was to complete the year and that if the candidate wanted to continue they would need to file in December for an election in March-April.

MOTION was made by **Councilman Sholund**, to appoint Mr. Andy Moore. **Failed** due to no second.

MOTION was made by **Councilman Waugh**, to appoint Ms. Kayla Balliew seconded by **Mayor Grider**.

AYE: Ray, Wald, Waugh, Grider

NAY: Sholund

E. ADJOURNMENT

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

AYE: Ray, Wald, Waugh, Sholund, Grider

NAY: None

The meeting was adjourned at **12:12 p.m.**

Brian Grider, Mayor

Attest:

Tammi Noblitt, City Clerk



Mustang City Council Agenda Item Report

Meeting Date: March 4, 2025

Submitted by: Ashley Neely

Submitting Department: Finance

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Claims List for FY25

Recommendation:

Approve

Initiator:

Ashley Neely

Background:

Claims List for FY25

Financial Impact:

\$297,535.53

Staff Comments:

Attachments:

[GF Claims List FY25.pdf](#)

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 CITY ATTORNEY						
25-0799	01-B0222	BRADLEY WERNER, LLC	COXCOM FRANCHISE RENEWAL	2/2025	24021	737.50
25-0693	01-M040	MCAFFEE & TAFT A PROFESSIONAL	LEGAL SERVICES EMP MATTER	2/2025	775033	60.00
DEPARTMENT TOTAL:						797.50
DEPARTMENT: 11 CITY MANAGER						
25-0296	01-B0274	HEALTH CARE SERVICE CORPORATE	RETIREE HEALTH INSURANCE	2/2025	202502143197	3,317.01
25-0088	01-D1082	DELTA DENTAL PLAN OF OKLAHOMA	RETIREE DENTAL INSURANCE	2/2025	202502143198	497.30
25-0354	01-J1071	CRUSH ENTERPRISES, INC.	CLEANING SERVICES	2/2025	INV137136	880.00
25-1373	01-R0132	TIM ROONEY	CMAO TRAVEL REIMBURSEMENT	1/2025	202502143201	164.50
25-0341	01-S0137	STANDARD INSURANCE COMPANY	RETIREE VISION INSURANCE	2/2025	202502143199	64.24
DEPARTMENT TOTAL:						4,923.05
DEPARTMENT: 12 LIBRARY						
25-0991	01-B1023	BTAC UNITED ACQUISITION	HOLBOOKS	1/2025	5019315151	797.67
25-0233	01-C1014	CENGAGE LEARNING, INC.	LARGE PRINT BOOKS	1/2025	86530493	91.97
25-0233	01-C1014	CENGAGE LEARNING, INC.	LARGE PRINT BOOKS	2/2025	86762883	29.59
25-0225	01-E0082	ENVISIONWARE, INC.	PC RESERVATION, MOBILE PR	2/2025	INV-US-74922	603.75
25-0234	01-M0263	MIDWEST TAPE, LLC	NONPRINT ITEMS FOR COLLEC	2/2025	506703725	1,482.51
25-0235	01-M0263	MIDWEST TAPE, LLC	JUVENILE NONPRINT ITEMS	2/2025	506703727	905.56
25-0236	01-M0263	MIDWEST TAPE, LLC	YA NONPRINT ITEMS	1/2025	506672006	74.19
25-0236	01-M0263	MIDWEST TAPE, LLC	YA NONPRINT ITEMS	2/2025	506703724	723.47
DEPARTMENT TOTAL:						4,708.71
DEPARTMENT: 13 PARKS AND RECREATION						
25-0170	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	1/2025	4219601823	19.72
25-0170	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	2/2025	4220275268	19.72
25-0171	01-C0286	CIVICPLUS, LLC	CIVIC REC SOFTWARE FEES	1/2025	328902	825.83
25-0184	01-00211	JONATHAN GRIDER	PREVENTATIVE MAINTENANCE	1/2025	7376	490.00
25-1339	01-RF0123	GARRY PALMER	D&D DANCE REFUND	1/2025	81496646CR	30.00
25-0194	01-T0185	TRAF-SYS INC.	PEOPLE COUNTER SOFTWARE	2/2025	0036617	240.00
DEPARTMENT TOTAL:						1,625.27

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		GENERAL GOVERNMENT				
25-0277	01-C0286	CIVICPLUS, LLC	FULL SERVICE SUPPLEMENTAT	1/2025	324675	3,930.00
25-0090	01-D0088	STATE OF OKLAHOMA - DEPARTMINMATE	LABOR	1/2025	UNCCC-3060125	540.00
25-0412	01-S0085	SILVER STAR CONSTRUCTION	COSTREET MAINTENANCE	1/2025	24MUS.01A	1,170.10
25-0413	01-S0085	SILVER STAR CONSTRUCTION	COSTREET MOWING CONTRACTOR	1/2025	35251	78,398.34
25-0468	01-S0173	STANDLEY SYSTEMS, LLC	COPIER LEASE/USAGE	2/2025	INV1764891	2,193.10
25-0464	01-S0306	SETH B SHAY	PEST CONTROL SERVICES	1/2025	13025-1	760.00
25-1335	01-S0330	STREETS, LLC	HVAC REPAIRS - CITY HALL	1/2025	38594564	1,684.00
DEPARTMENT TOTAL:						88,675.54
DEPARTMENT: 18		TOWN CENTER				
25-0164	01-A0110	ALL SEASON BUILDING SUPPLY	TOWN CENTER, SPORTS, PARK	1/2025	397901	57.41
25-0166	01-A0227	ALLIED ELEVATOR SERVICES, IELEVATOR	MAINTENANCE	2/2025	2148544	175.00
25-0170	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	1/2025	4219601823	528.52
25-0170	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	2/2025	4220275268	512.45
25-1356	01-D0144	DON-CO SEWER & DRAIN LLC	WATER FOUNTAIN INSTALL	2/2025	8718	205.00
25-1306	01-G0086	W.W. GRAINGER, INC.	MAINTENANCE SUPPLIES	1/2025	9381266775	42.90
25-1082	01-L0052	LOCKE SUPPLY CO	MAINTENANCE SUPPLIES	1/2025	54530297-00	70.74
25-1338	01-S2221	S&T ELECTRIC LLC	ELECTRICAL REPAIRS	2/2025	FEB072025	450.00
25-1387	01-W0139	WEATHERMAN MECHANICAL, INC	HVAC REPAIRS	2/2025	S-A25772	258.00
DEPARTMENT TOTAL:						2,300.02
DEPARTMENT: 19		BALL COMPLEX				
25-0164	01-A0110	ALL SEASON BUILDING SUPPLY	TOWN CENTER, SPORTS, PARK	1/2025	396636	322.48
25-1341	01-B0061	BEACON ATHLETICS LLC	BALLPARK SUPPLIES	2/2025	0603993-IN	4,199.00
25-0205	01-F0144	405 TECHNOLOGY SOLUTIONS, LPOS	SYSTEM	2/2025	2960	69.46
25-0973	01-I1119	STEPHENSON WHOLESALE CO.,	ICONCESSIONS - FOOD/BEV	1/2025	7944084	169.24
25-0973	01-I1119	STEPHENSON WHOLESALE CO.,	ICONCESSIONS - FOOD/BEV	2/2025	7947554	103.59
25-1367	01-P0144	BOTTLING GROUP, LLC	CONCESSIONS BEVERAGES	2/2025	45239106	2,493.87
25-1307	01-P0185	PERRY WEATHER	LIGHTNING SYSTEM FEE	2/2025	8259	1,545.00
25-0795	01-Q0013	QUICKSCORES LLC	SCHEDULING SOFTWARE	12/2024	242604	169.00
25-1037	01-S0258	TRAVIS E GROOMS	SPRINKLER VALVES/REPAIRS	2/2025	18086	520.00
DEPARTMENT TOTAL:						9,591.64

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 31		COMMUNITY DEVELOPMENT				
25-0294	01-02440	STATE OF OKLAHOMA	LICENSE FOR BUILDING INSP	2/2025	202502143200	35.00
DEPARTMENT TOTAL:						35.00
DEPARTMENT: 41		POLICE				
25-0586	01-B0090	LEEDS WEST INVESTMENT GROUPOIL CHANGES		1/2025	036052-59836	312.47
25-0586	01-B0090	LEEDS WEST INVESTMENT GROUPOIL CHANGES		2/2025	036052-60005	169.12
25-0728	01-C0050	SM COKER ENTERPRISE LLC	MISC PLUMBING NEEDS	1/2025	JAN292025	170.00
25-0077	01-F0078	DAIOHS USA, INC	ICE MACHINE RENTAL & SERV	2/2025	OK-172282	135.00
25-0087	01-M0170	DAVID L. MORRIS	MISC. VEHICLE MAINTENANCE	1/2025	246-01152025	30.00
25-0865	01-M1030	THE MEADOWS CENTER FOR OPPODOC SHREDDING SERVICE		2/2025	10385182	59.40
25-0103	01-S0156	STREET SIDE LTD. CO., INC.	CHRISTMAS LIGHTS INSTALL	11/2024	1247	2,187.50
25-1085	01-S0330	STREETS, LLC	VAV REPAIRS	1/2025	37717385	5,967.00
25-0107	01-T0029	WEST PUBLISHING CORPORATION	CLEAR INVESTIGATIVE TOOL	2/2025	851437539	247.92
25-0116	01-T1055	BRANDONS TOWN PLAZA CLEANER	UNIFORM CLEANING	1/2025	202502143202	305.50
25-0108	01-T1084	T-MOBILE USA INC.	WIRELESS DATA USAGE	1/2025	JAN212025PD	564.31
25-0585	01-U0055	UNIFIRST HOLDINGS INC.	ENTRY MATS CLEANING	1/2025	2770219295	36.32
25-0121	01-V0028	DIGITALMARKETS INC	AUDIO LOGGER SUPPORT	1/2025	7661	4,568.00
DEPARTMENT TOTAL:						14,752.54
DEPARTMENT: 42		ANIMAL WELFARE				
25-0128	01-B0090	LEEDS WEST INVESTMENT GROUPOIL CHANGES		1/2025	036052-59596	86.85
25-1069	01-00273	OKLAHOMA HUMANE SOCIETY	VETERINARY SERVICES	2/2025	2248954	215.00
25-0126	01-P0181	PLAN-IT FIRE, LLC	MONTHLY ALARM MONITORING	2/2025	20250532	41.00
25-1244	01-S1185	SPAY/NEUTER CLINIC OF NORMAS	SPAY/NEUTER SERVICES	1/2025	JAN092025	305.00
25-0130	01-T1084	T-MOBILE USA INC.	WIRELESS DATA TERMINAL US	1/2025	JAN212025PDA	143.49
DEPARTMENT TOTAL:						791.34
DEPARTMENT: 51		FIRE				
25-0340	01-A0039	ASC INC	VEHICLE REPAIR AND MAINT	2/2025	205833	109.32
25-0342	01-A0110	ALL SEASON BUILDING SUPPLY	BUILDING REPAIR AND MAINT	1/2025	398965	11.76
25-0342	01-A0110	ALL SEASON BUILDING SUPPLY	BUILDING REPAIR AND MAINT	2/2025	399338	34.09
25-1279	01-B0211	ACROSS THE STREET PRODUCTION	BLUE CARD TRAINING	1/2025	27176	770.00
25-1190	01-C1068	CDW LLC	TRIPLE MONITOR STAND	12/2024	AC1BU3R	419.28
25-1190	01-C1068	CDW LLC	TRIPLE MONITOR STAND	1/2025	AC5K24Z	209.64
25-1130	01-E1070	EASTERN FIRE EQUIPMENT SERV	SAW CHAIN, REPAIR/SHARPEN	12/2024	INV3284748	271.05
25-0319	01-G0040	GENTRY SERVICE & REPAIR, IN	HEATING AND AIR SYSTEM MA	2/2025	250117	1,550.00
25-1280	01-G0040	GENTRY SERVICE & REPAIR, IN	AC UNIT REPAIR STATION 2	1/2025	250075	420.00
25-1321	01-G0040	GENTRY SERVICE & REPAIR, IN	HEAT/AIR COND UNIT REPAIR	2/2025	250116	5,705.00
25-0337	01-O0025	O'REILLY AUTOMOTIVE STORES,	VEHICLE REPAIR AND MAINT.	2/2025	0309-357334	279.91
25-1347	01-O0025	O'REILLY AUTOMOTIVE STORES,	E-1 BATTERIES	1/2025	0309-356309	462.20
25-1187	01-S0206	STOLZ TELECOM, LLC	BACKUP CAMERA - SQ-1	2/2025	INV-005039	242.50
25-1153	01-S0348	HOWMEDICA OSTEONICS CORP	MODEM REPAIR	1/2025	9208203996	172.00
25-1372	01-S1318	STRYKER INTEGRATED SOLUTION	FIRE ALARM MONITORING	2/2025	25-63	310.00
25-0320	01-T1084	T-MOBILE USA INC.	AIR TIME FOR TABLETS	1/2025	JAN212025	337.22
25-0326	01-U0055	UNIFIRST HOLDINGS INC.	SHOP TOWEL SERVICE	1/2025	2770216119	82.13
DEPARTMENT TOTAL:						10,966.82
FUND TOTAL:						139,167.43

FUND: 13 - POLICE TECHNOLOGY FEES

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE TECHNOLOGY				
25-0108	01-T1084	T-MOBILE USA INC.	WIRELESS DATA USAGE	1/2025	JAN212025PD	815.61
DEPARTMENT TOTAL:						815.61
FUND TOTAL:						815.61

P.O. #	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
25-0412	01-S0085	SILVER STAR CONSTRUCTION COST		1/2025	24MUS.01A	10,457.17
		STREET MAINTENANCE				
DEPARTMENT TOTAL:						10,457.17
FUND TOTAL:						10,457.17

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		CITY ATTORNEY				
25-0621	01-T0029	WEST PUBLISHING CORPORATION	WESTLAW NATIONAL EDGE	2/2025	851466343	372.60
DEPARTMENT TOTAL:						372.60
DEPARTMENT: 11		CITY MANAGER				
25-1312	01-C1068	CDW LLC	MINI DVI CABLE ADAPTERS	1/2025	AC43K8K	52.53
DEPARTMENT TOTAL:						52.53
DEPARTMENT: 13		PARK AND RECREATION				
25-1134	01-F0130	FIVE STAR PAINTING	PAINT ACTIVE ADULT CENTER	1/2025	22581A	7,664.13
DEPARTMENT TOTAL:						7,664.13
DEPARTMENT: 21		FINANCE				
25-1317	01-C1068	CDW LLC	COURT LAPTOP FOR VIDEOS	1/2025	AC47X7H	483.28
DEPARTMENT TOTAL:						483.28
FUND TOTAL:						8,572.54

FUND: 01 - GENERAL FUND

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		MAYOR AND COUNCIL				
25-0362	01-M0115	MTM RECOGNITION CORPORATION	PLAQUES - COUNCIL MEMBERS	2/2025	8111037	59.00
DEPARTMENT TOTAL:						59.00
DEPARTMENT: 11		CITY MANAGER				
25-0366	01-M0180	MUSTANG CHAMBER OF COMMERCE	CHAMBER LUNCHEONS	2/2025	21062	35.00
25-0285	01-M0234	MUSTANG TIMES LLC	LEGAL PUBLICATIONS	1/2025	MT618744	162.00
25-0730	01-Q0003	QUIK PRINT OF OKLAHOMA CITY	CITY CLERK BUSINESS CARDS	2/2025	767129	40.30
25-1421	01-Q0003	QUIK PRINT OF OKLAHOMA CITY	BUSINESS CARDS	2/2025	767129A	19.40
DEPARTMENT TOTAL:						256.70
DEPARTMENT: 12		LIBRARY				
25-0991	01-B1023	BTAC UNITED ACQUISITION	HOLBOOKS	2/2025	5019338302	112.84
25-0223	01-C1068	CDW LLC	INK	2/2025	AC61Y4H	549.76
25-0231	01-I0023	INGRAM LIBRARY SERVICES LLC	JUVENILE BOOKS	2/2025	86611935	165.37
25-0232	01-I0023	INGRAM LIBRARY SERVICES LLC	CYA BOOKS	2/2025	86611934	174.29
25-1288	01-I0023	INGRAM LIBRARY SERVICES LLC	NONFICTION JUVENILE BOOKS	2/2025	86524310	1,059.39
25-0234	01-M0263	MIDWEST TAPE, LLC	NONPRINT ITEMS FOR COLLEC	2/2025	506736684	346.33
25-0235	01-M0263	MIDWEST TAPE, LLC	JUVENILE NONPRINT ITEMS	2/2025	506768693	65.38
25-0236	01-M0263	MIDWEST TAPE, LLC	YA NONPRINT ITEMS	2/2025	506768692	137.57
25-1422	01-T0180	THE TUTTLE TIMES	SUBSCRIPTION RENEWAL	2/2025	202502263298	35.00
DEPARTMENT TOTAL:						2,645.93
DEPARTMENT: 13		PARKS AND RECREATION				
25-0170	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	2/2025	4221019036	39.44
25-1399	01-RF0125	JASON HEDGECOCK	DAD & DAUGHTER REFUND	2/2025	82306545CR	45.00
DEPARTMENT TOTAL:						84.44
DEPARTMENT: 18		TOWN CENTER				
25-0896	01-A0227	ALLIED ELEVATOR SERVICES,	ELEVATOR REPAIRS	2/2025	2148667	295.00
25-0170	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	2/2025	4221019036	1,043.94
25-1222	01-C2231	CORY'S AUDIO VISUAL SERVICE	AV WALL PLATE	1/2025	14489	1,100.00
25-0178	01-E0115	ERC ACQUISITION INC.	GYM WIPES	2/2025	971602	199.80
25-1082	01-L0052	LOCKE SUPPLY CO	MAINTENANCE SUPPLIES	2/2025	54778091-00	66.12
DEPARTMENT TOTAL:						2,704.86

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 19		BALL COMPLEX				
25-0871	01-B1019	BEN E. KEITH COMPANY	CONCESSIONS - FOOD/PAPER	2/2025	66880390	2,060.73
25-0208	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL & PAPER SUPPLI	2/2025	4221804958	206.68
25-0973	01-I1119	STEPHENSON WHOLESALE CO.,	ICONCESSIONS - FOOD/BEV	2/2025	7950701	115.31
DEPARTMENT TOTAL:						2,382.72
DEPARTMENT: 31		COMMUNITY DEVELOPMENT				
25-0295	01-M0234	MUSTANG TIMES LLC	LEGAL PUBLICATIONS	2/2025	MT618750	73.50
25-0293	01-O0096	OKLAHOMA UNIFORM BUILDING	CBUILDING PERMIT FEES	1/2025	202502263287	328.00
25-1320	01-O0096	OKLAHOMA UNIFORM BUILDING	CBUILDING PERMIT FEES	1/2025	202502263288	28.00
25-1396	01-RF0124	BRYCE JONES	REFUND FOR ANIMAL CONTROL	2/2025	202502263291	9.00
DEPARTMENT TOTAL:						438.50
DEPARTMENT: 41		POLICE				
25-0008	01-A1094	DJ HOPKINS INC.	ANNUAL RADAR	2/2025	20334	840.00
25-0940	01-A1213	MOTOROLA SOLUTIONS, INC.	ANNUAL MAINTENANCE FEE	2/2025	50348	8,550.00
25-0586	01-B0090	LEEDS WEST INVESTMENT GROUPOIL	CHANGES	2/2025	036052-60169	253.49
25-0077	01-F0078	DAIOHS USA, INC	ICE MACHINE RENTAL & SERV	2/2025	OK-156602	72.45
25-0085	01-M1160	MOTOROLA SOLUTIONS INC	WATCHGUARD MAINTENANCE	2/2025	8282074764	25.00
25-1008	01-M1160	MOTOROLA SOLUTIONS INC	DISPATCH RADIO UPGRADES	2/2025	8282072314	2,273.20
25-0585	01-U0055	UNIFIRST HOLDINGS INC.	ENTRY MATS CLEANING	2/2025	2770222760	36.32
DEPARTMENT TOTAL:						12,050.46
DEPARTMENT: 42		ANIMAL WELFARE				
25-0123	01-D0090	OK DEPT. OF PUBLIC SAFETY	OLETS USER FEES	2/2025	LET-017710A	18.00
25-0001	01-H0182	HALO ANIMAL HOSPITAL, PLLC	VETERINARY SERVICES	2/2025	438172	324.39
25-0852	01-M0236	TERRY R WOOD	VETERINARY SERVICES	2/2025	202502263281	40.00
DEPARTMENT TOTAL:						382.39
DEPARTMENT: 51		FIRE				
25-0340	01-A0039	ASC INC	VEHICLE REPAIR AND MAINTENANCE	2/2025	206365	54.13
25-1381	01-C2239	CLAYTON HARLAND	PER DIEM	2/2025	202502263276	177.00
25-1254	01-H0185	HIBDON TIRE PLUS	SQ1 TIRES (FIRESTONE)	1/2025	108630	1,581.96
25-1382	01-J2238	JUSTIN MARSCHALL	PER DIEM	2/2025	202502263280	177.00
25-1380	01-P1052	MORGAN PECK	PER DIEM	2/2025	202502263290	177.00
25-1379	01-S0337	LEVI SETLIFF	PER DIEM	2/2025	202502263294	177.00
25-0326	01-U0055	UNIFIRST HOLDINGS INC.	SHOP TOWEL SERVICE	2/2025	2770222774	82.13
DEPARTMENT TOTAL:						2,426.22
FUND TOTAL:						23,431.22

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00	ADMINISTRATION					
25-1393	01-S2221	S&T ELECTRIC LLC	FLAG POLE LIGHT & BRACKET	2/2025	1676	730.00
DEPARTMENT TOTAL:						730.00
FUND TOTAL:						730.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
25-1316	01-B1115	SHEILA BARNARD	OLA CONFERENCE PER DIEM	1/2025	202502263275	172.40
25-1352	01-B1155	MATTHEW BABIN	PAINT CHILDREN'S AREA	2/2025	INV0426	1,750.00
25-1346	01-L0064	LUCAS HOLDINGS, LLC	LIBRARY CARDS	2/2025	71045	1,126.74
25-1410	01-M0332	ANNE CONAWAY-CAMPBELL	MORALTWEEN POP & PALETTE 3/5	2/2025	202502263284	40.00
25-1411	01-S1023	CRESHIA STARK	BILINGUAL STORYTIME 3/31	2/2025	202502263297	60.00
DEPARTMENT TOTAL:						3,149.14
FUND TOTAL:						3,149.14

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE ENFORCEMENT				
25-0041	01-D0090	OK DEPT. OF PUBLIC SAFETY	OLETS TERMINALS, CAD SERV	2/2025	LET-017710	737.00
DEPARTMENT TOTAL:						737.00
FUND TOTAL:						737.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
25-1412	01-D0081	DALLAS RICHARDSON	D&D DJ, SOUND, LIGHTS	2/2025	5638	2,600.00
25-1318	01-G0063	LAWRENCE GRECH	BALLOON TWISTING	2/2025	2112	800.00
DEPARTMENT TOTAL:						3,400.00
FUND TOTAL:						3,400.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13		PARK AND RECREATION				
25-0992	01-F0195	FREEMOTION FITNESS	REPL CARDIO WEIGHT EQUIP	2/2025	563847	2,519.30
25-0163	01-G0110	PLAYCORE WISCONSIN, INC.	BLEACHERS FOR RODEO	8/2024	PJI-0247764	54,806.02
DEPARTMENT TOTAL:						57,325.32
DEPARTMENT: 18		TOWN CENTER				
25-1400	01-E0115	ERC ACQUISITION INC.	TRASH CANS	2/2025	971141	225.00
DEPARTMENT TOTAL:						225.00
DEPARTMENT: 41		POLICE				
25-0531	01-C0107	CIRCA, INC.	BATTERY REPLACEMENT	2/2025	INV-22864	35,600.00
DEPARTMENT TOTAL:						35,600.00
DEPARTMENT: 61		STREETS				
25-1395	01-C0020	CANADIAN COUNTY CLERK	FILING FEES QUIT CLAIM	2/2025	R876869	88.00
DEPARTMENT TOTAL:						88.00
DEPARTMENT: 72		WATER				
25-0544	01-L0052	LOCKE SUPPLY CO	PARTS FOR WATER LINES	2/2025	54739427-00	249.70
DEPARTMENT TOTAL:						249.70
FUND TOTAL:						93,488.02

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
25-1423	01-E0007	EMERGENCY PHYSICIANS OF MIDWC	2025-08 & WC 2025-04	2/2025	202502263277	365.95
25-1426	01-I0053	INDEPENDENT MEDICAL EXAMINAWC	2007-09 - OFFICE VISIT	2/2025	202502263278	331.43
25-1430	01-I0053	INDEPENDENT MEDICAL EXAMINAWC	2007-09 TELE VISIT	2/2025	202502263279	86.00
25-1429	01-M0267	MEDICAL CLAIMS REVIEW SERVIWC	- REPRICING FEES	2/2025	202502263282	60.66
25-1434	01-M0267	MEDICAL CLAIMS REVIEW SERVIMEDICAL	BILL AUDIT FEE	2/2025	202502263283	978.18
25-1427	01-M1237	MCBRIDE CLINIC ORTHOPEDIC HWC	2025-07, 04, 09	2/2025	202502263285	479.34
25-1431	01-M1237	MCBRIDE CLINIC ORTHOPEDIC HWC	2025-09 & WC 2025-07	2/2025	202502263286	443.61
25-1424	01-P0166	PTMS 3.0, LC	WC 2023-12 - OFFICE VISIT	2/2025	202502263289	152.09
25-1433	01-S0255	SSM HEALTH CARE OF OKLAHOMAWC	2025-10 & WC 2025-07	2/2025	202502263292	1,320.77
25-1428	01-S0394	SELECT PHYSICAL THERAPY HOLWC	2025-07	2/2025	202502263296	530.32
25-1432	01-S0394	SELECT PHYSICAL THERAPY HOLWC	2025-07	2/2025	202502263295	1,432.21
25-1425	01-W0108	SERV RX, INC.	WC 2007-09 - MEDICATIONS	2/2025	202502263299	4,574.32
25-1435	01-W0108	SERV RX, INC.	WC 2009-07 - MEDICATION	2/2025	202502263300	1,657.50
25-1436	01-W0108	SERV RX, INC.	WC 2007-09 - MEDS	2/2025	202502263301	1,175.02
DEPARTMENT TOTAL:						13,587.40
FUND TOTAL:						13,587.40

MARCH 2025 VISA

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

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



Mustang City Council Agenda Item Report

Meeting Date: March 4, 2025

Submitted by: Julie Slupe

Submitting Department: Library

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

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

Recommendation:

Approve.

Initiator:

Julie Slupe

Background:

Past Due Accounts for February 2025.

Financial Impact:

\$1,084.40

Staff Comments:

Attachments:

[February 2025 Collections Agency City Council Copy.pdf](#)

[illegible]



Agenda Item No: G.1

Mustang City Council Agenda Item Report

Meeting Date: March 4, 2025

Submitted by: Tammi Noblitt

Submitting Department: Managerial Department

Item Type: Approval

Agenda Section: INFORMATION/REPORTS

Subject Title:

Presentation of Service Award to Councilman Travis McKenzie

Recommendation:

Approve

Initiator:

Tim Rooney

Background:

Presentation of Service Award to Councilman Travis McKenzie

Financial Impact:

Staff Comments:

Attachments:



Mustang City Council Agenda Item Report

Meeting Date: March 4, 2025

Submitted by: Mike Wallace

Submitting Department: Police Department

Item Type: Approval

Agenda Section: DISCUSSION ITEMS

Subject Title:

Consideration of Municipal Lease/Purchase of Eleven (11) Police Vehicles with RCB Bank for a Three (3) Year Term; documents to include, but not limited to, Lease/Purchase Agreement, Resolution No. 25-019, and Statement of Essential Use; and Authorizing Staff to Execute Documents.

Recommendation:

Approval.

Initiator:

Mike Wallace

Background:

The FY 25 City of Mustang Police Budget includes funding in the amount of \$292,999 (FY24-25); in the Limited Purpose Fund for the first year lease/purchase of eleven police vehicles including necessary emergency equipment and installation for these vehicles, research has shown RCB Bank to offer the lowest finance rate of 4.66% fixed, for a three (3) year lease-purchase agreement. Attached for your information and review, is an initial Municipal Lease/Purchase Agreement with Amortization Schedule that upon approval by the City Council, would allow for the lease/purchase of Eleven (11) Chevrolet Tahoe Police Vehicles plus added necessary emergency equipment and installation, all with base vehicle pricing in compliance with current Oklahoma State Purchasing Contract SW0035.

Financial Impact:

\$294,815.00

Staff Comments:

Staff Recommends Approval

Attachments:

[Res 25-019 City of Mustang Lease MPD 3-4-2025.pdf](#)
[Amortization Schedule 2.4.25.pdf](#)
[City of Mustang Lease Agreement.pdf](#)

RESOLUTION NO.: 25-019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSTANG, OKLAHOMA, APPROVING OF THE LEASE PURCHASE AGREEMENT FOR EQUIPMENT DATED MARCH 4, 2025 BETWEEN RCB BANK, AS LESSOR, AND THE CITY OF MUSTANG, AS LESSEE, FOR THE LEASE PURCHASE OF ELEVEN (11) CHEVY TAHOE VEHICLES, WITH UP-FIT, AND DIRECTING THE MAYOR, THE CITY CLERK AND OTHER NECESSARY PERSONS TO EXECUTE AND DELIVER RELATED DOCUMENTS TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THE LEASE PURCHASE AGREEMENT.

At a duly called meeting of the governing body of the City of Mustang (the “Lessee”) held on March 4, 2025, the following resolution was introduced and adopted by the City Council of the City of Mustang:

Whereas, the governing body of Lessee has determined that a true and very real need exists for the acquisition of 11 Chevy Tahoe’s with Up-Fit (the “Equipment”); Lessee desires to finance the Equipment by entering into an Lease Purchase Agreement for Equipment with RCB Bank as Lessor and The City of Mustang as Lessee (the “Agreement”), according to the terms set forth in the Bid Proposal from Joe Cooper Chevrolet Dated October 9, 2024 and Stoltz Telecom dated October 15, 2024, presented at the city council meeting; and the Equipment will be used by Lessee for the purpose of:

Purchase 11 Chevy Tahoe’s with Up-Fit

Whereas, the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such equipment.

Whereas, the governing body hereby directs its legal counsel to review the Agreement and negotiate appropriate modifications to said Agreement so as to assure compliance with state law and local statutory law, prior to execution of the Agreement by those persons so authorized by the governing body for such purpose.

BE IT THEREFORE RESOLVED by the City Council of the City of Mustang, Oklahoma, that the terms of said Lease Purchase Agreement for Equipment are in the best interests of Lessee for the acquisition of such Equipment and the City Council of Lessee designates and confirms the following persons to execute and deliver, and to attest, respectively, the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement:

Name and Title of Persons to Execute and Attest Agreement:

Brian Grider, Mayor
Tammi Noblitt, City Clerk

PASSED this 4th day of February, 2025.

THE CITY OF MUSTANG, OKLAHOMA

By: _____
Brian Grider, Mayor

ATTEST:

Tammi Noblitt, City Clerk

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Agreement is the same as presented at said meeting of the governing body of Lessee.

Tammi Noblitt, City Clerk

Attachments: Related Board Minutes

City of Mustang (11 Tahoes with Up-Fit)

Compounding Period: Monthly

Nominal Annual Rate: 4.660%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	03/01/2025	839,615.71	1		
2	Lease Fee	03/01/2025	475.00	1		
3	Lease Payment	04/15/2025	294,815.00	3	Annual	04/15/2027

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Lease	Lease Fee	Lease Payment	Interest	Principal	Balance
Lease	03/01/2025	839,615.71					839,615.71
Lease Fee	03/01/2025		475.00				840,090.71
Lease Payment	04/15/2025			294,815.00	4,769.76	290,045.24	550,045.47
2025 Totals		839,615.71	475.00	294,815.00	4,769.76	290,045.24	
Lease Payment	04/15/2026			294,815.00	26,186.73	268,628.27	281,417.20
2026 Totals		0.00	0.00	294,815.00	26,186.73	268,628.27	
Lease Payment	04/15/2027			294,815.00	13,397.80	281,417.20	0.00
2027 Totals		0.00	0.00	294,815.00	13,397.80	281,417.20	
Grand Totals		839,615.71	475.00	884,445.00	44,354.29	840,090.71	

Last interest amount increased by 0.01 due to rounding.

City of Mustang (11 Tahoes with Up-Fit)

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.735%	\$44,354.29	\$840,090.71	\$884,445.00

CITY OF MUSTANG, OKLAHOMA LEASE PURCHASE AGREEMENT FOR EQUIPMENT

LEASE #10412005

THIS AGREEMENT IS EXECUTED ON THE 4TH DAY OF MARCH, 2025, TO BE EFFECTIVE ON THE 1ST DAY OF March 2025, BY AND BETWEEN THE CITY OF MUSTANG, OKLAHOMA, DESIGNATED THROUGHOUT THIS AGREEMENT AS THE LESSEE, AND RCB BANK, DESIGNATED THROUGHOUT THIS AGREEMENT AS THE LESSOR.

I. EQUIPMENT

SUBJECT TO THE TERMS AND CONDITIONS AS SET FORTH IN THIS AGREEMENT, THE LESSOR LEASES TO THE LESSEE THE FOLLOWING DESCRIBED EQUIPMENT, ALL OF WHICH SHALL BE DESIGNATED THROUGHOUT THIS INSTRUMENT AS THE "EQUIPMENT":

<u>MAKE</u>	<u>MODEL</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>LEASE PURCHASE PRICE</u>
2025	Chevy Tahoe	With Up-Fit	11	\$76,328.70	\$839,615.71

*Equipment listed includes all attachments, accessions, and additions now and hereafter acquired.

*Total lease amount includes fee of \$475.00

TOTAL LEASE AMOUNT \$840,090.71

II. PAYMENT OF LEASE PURCHASE INSTALLMENTS

IN CONSIDERATION OF THE AGREEMENT BY THE LESSOR TO LEASE-PURCHASE THE EQUIPMENT, THE LESSEE PROMISES TO PAY THE LESSOR FOR THE EQUIPMENT THE SUM OF \$294,815.00 PER YEAR DURING THE TERM OF THIS AGREEMENT OR ANY RENEWAL OF THE AGREEMENT. IN THE ALTERNATIVE, THE LESSEE PROMISES TO PAY TO THE LESSOR LEASE PAYMENTS AS SET FORTH IN THE LEASE SCHEDULE WHICH IS ATTACHED TO THIS INSTRUMENT AND WHICH IS INCORPORATED BY REFERENCE. NO PAYMENT SHALL BE MADE BY THE LESSEE UNDER THE TERMS OF THIS AGREEMENT UNLESS THE EQUIPMENT SHALL HAVE BEEN DELIVERED TO THE LESSEE AND IS AT ALL TIMES, EXCEPT WHEN MADE NECESSARY BY AN EMERGENCY, RETAINED BY THE LESSEE.

III. LEASE TERM

THIS LEASE SHALL COMMENCE ON THE DATE THE EQUIPMENT IS ACCEPTED BY THE LESSEE AND SHALL AUTOMATICALLY TERMINATE, UNLESS RENEWED IN ACCORDANCE WITH THE TERMS SET FORTH BELOW, AT THE LATER OF THE END OF (A) THE FISCAL YEAR OF THE LESSEE DURING WHICH THE LEASE IS COMMENCED OR (B) THE TWELVE-MONTH PERIOD FOLLOWING PAYMENT OF THE ANNUAL LEASE PAYMENT.

IV. OPTION TO RENEW

THE LESSEE IS HEREBY GRANTED 2 SUCCESSIVE OPTIONS TO RENEW THIS LEASE FOR ADDITIONAL TERMS NOT TO EXCEED ONE FISCAL YEAR EACH, PLUS ONE FINAL OPTION TO RENEW THIS LEASE FOR A PERIOD OF 12 MONTHS, ALL UPON THE SAME TERMS AND CONDITIONS, PROVIDED THAT SUCH OPTIONS MAY BE EXERCISED, AS A MATTER OF RIGHT, SOLELY AND EXCLUSIVELY BY THE LESSEE. THE EXERCISE OF ANY SUCH OPTION SHALL BE ACCOMPLISHED BY THE ISSUANCE OF A PURCHASE ORDER UPON OR WITHIN THIRTY (30) DAYS AFTER THE EXPIRATION OF TERMS OF THIS LEASE OR ANY RENEWAL THEN IN EFFECT.

V. TITLE TO EQUIPMENT

UPON ACCEPTANCE OF THE EQUIPMENT BY LESSEE, TITLE TO THE EQUIPMENT SHALL VEST IN LESSEE SUBJECT TO LESSOR'S RIGHTS UNDER THIS AGREEMENT. TITLE SHALL VEST IN LESSOR AND LESSEE SHALL IMMEDIATELY SURRENDER POSSESSION OF THE EQUIPMENT TO LESSOR UPON (A) ANY TERMINATION OF THIS AGREEMENT PURSUANT TO PARAGRAPH III OR (B) THE OCCURRENCE OF AN EVENT OF DEFAULT BY LESSEE THAT REMAINS UNCURED BY LESSEE. LESSEE SHALL THEREAFTER EXECUTE AND DELIVER ANY SUCH INSTRUMENT AS LESSOR MAY REASONABLY REQUEST TO TRANSFER LEGAL TITLE TO LESSOR UPON TERMINATION OF LESSEE'S INTEREST IN THE EQUIPMENT. UPON PAYMENT OF THE BALANCE DUE DURING THE TERM OF THE LEASE, OR UPON FINAL PAYMENT AT THE END OF THE LEASE TERM, ANY TITLE REMAINING IN LESSOR SHALL BE TRANSFERRED TO LESSEE FOR NO ADDITIONAL CONSIDERATION.

VI. OPTION TO PURCHASE

IN THE EVENT THE LESSEE SHALL HAVE EXERCISED ALL OF ITS OPTIONS FOR RENEWAL OF THIS LEASE AS PROVIDED IN PARAGRAPH IV, ABOVE, UPON TENDER OF THE LAST LEASE PAYMENT DUE UNDER THE LAST RENEWAL TERM, THE LESSEE SHALL ACQUIRE ALL OF LESSOR'S INTEREST IN THE EQUIPMENT AND THE EQUIPMENT SHALL THEREAFTER BE OWNED BY LESSEE FREE AND CLEAR OF ANY INTEREST OR LIEN OF LESSOR. IN THE ALTERNATIVE, THE LESSEE, AT ITS SOLE AND EXCLUSIVE OPTION, MAY PURCHASE THE EQUIPMENT AT ANY TIME DURING THE TERM OF THIS LEASE OR DURING ANY RENEWAL TERM AS PROVIDED BY PARAGRAPH IV,

ABOVE, BY GIVING WRITTEN NOTICE TO THE LESSOR OR LESSEE'S INTENT TO PURCHASE ACCOMPANIED BY A SINGLE, FINAL PAYMENT OF THE BALANCE SHOWN DUE ON THE LEASE SCHEDULE ATTACHED HERETO AS OF THE NEXT LEASE PAYMENT DUE DATE FOR THE EQUIPMENT. IN NO EVENT SHALL THIS LEASE BE EXTENDED TO CAUSE LESSEE TO PAY MORE THAN THE PURCHASE PRICE FOR THE EQUIPMENT PLUS INTEREST SHOWN ON THE SCHEDULE ATTACHED HERETO.

VII. DELIVERY AND RETURN OF EQUIPMENT

THE LESSEE SHALL BEAR ALL COSTS OF SHIPPING AND DELIVERING THE EQUIPMENT TO THE LESSEE. INSTALLATION COSTS, IF ANY SHALL BE BORNE BY THE LESSEE. THE EQUIPMENT SHALL BE DELIVERED TO OR INSTALLED AT THE LOCATION DESIGNATED BY THE LESSEE.

VIII. REPAIRS AND MAINTENANCE

THE LESSEE SHALL MAINTAIN THE EQUIPMENT IN GOOD WORKING ORDER AND SHALL MAKE ALL NECESSARY ROUTINE ADJUSTMENTS AND REPAIRS, AS A RESULT OF FAIR WEAR AND TEAR, ALL AT THE EXPENSE OF THE LESSEE. THE LESSOR AND THE LESSEE MAY PROVIDE FOR THE MAINTENANCE AND REPAIR OF THE EQUIPMENT BY SEPARATE WRITTEN AGREEMENT, AND, IN THE EVENT THEY MAKE SUCH AGREEMENT, ITS TERMS SHALL SUPERSEDE AND REPLACE THE PROVISIONS OF THIS PARAGRAPH OF THIS LEASE.

IX. TAXES

THE LESSOR SHALL FORTHWITH PAY ALL TAXES WHICH MAY BE IMPOSED UPON IT WITH RESPECT TO THE EQUIPMENT.

X. INSURANCE

THE LESSEE SHALL ENSURE THAT FIRE AND EXTENDED COVERAGE CASUALTY INSURANCE COVERING THE EQUIPMENT FROM THE TIME THE EQUIPMENT IS DELIVERED UNTIL THIS LEASE IS TERMINATED IS OBTAINED AND MAINTAINED. THIS INSURANCE SHALL BE IN A FORM ACCEPTABLE TO THE LESSOR AND SHALL INSURE THE FULL VALUE OF THE EQUIPMENT AGAINST THE RISK LOSS OR DAMAGE. THE LESSEE SHALL PROVIDE THE LESSOR WITH WRITTEN NOTICE AT LEAST TEN (10) DAYS PRIOR TO ANY CHANGE IN THE INSURANCE REQUIRED UNDER THE TERMS OF THIS PARAGRAPH. WITH WRITTEN CONSENT OF LESSOR, LESSEE MAY SATISFY THE INSURANCE REQUIREMENTS OF THIS PARAGRAPH X. BY SELF-INSURANCE.

XI. PATENTS

IN THE EVENT ANY SUIT IS INSTITUTED AGAINST THE LESSEE WHICH IS BASED UPON ANY CLAIM THAT ANY OF THE EQUIPMENT IS IMPLICATED IN AN INFRINGEMENT OF ANY PROVISION OF UNITED STATES PATENT LAW, THE LESSOR SHALL, AT ITS OWN EXPENSE, DEFEND SUCH SUIT AGAINST THE LESSEE; PROVIDED, LESSEE PROVIDES THE LESSOR WITH PROMPT NOTICE OF THE INSTITUTION OF SUCH SUIT AND PERMITS THE LESSOR TO FULLY PARTICIPATE IN THE DEFENSE. THE LESSEE SHALL ALSO RETAIN THE RIGHT TO PARTICIPATE IN SUCH DEFENSE AND SHALL, IN ANY EVENT, PROVIDE THE LESSOR WITH ALL AVAILABLE INFORMATION, ASSISTANCE AND AUTHORITY TO ENABLE THE LESSOR TO CONDUCT THE DEFENSE. NO COMPROMISE OR SETTLEMENT OF SUCH SUIT RESULTING IN A JUDGMENT AGAINST THE LESSEE SHALL OBLIGATE OR BIND THE LESSOR UNLESS THE LESSOR SHALL HAVE ACCEPTED SUCH COMPROMISE OR SETTLEMENT. THE LESSOR SHALL HAVE THE RIGHT TO ENTER INTO NEGOTIATIONS FOR AND EFFECT A COMPROMISE OR SETTLEMENT OF SUCH PATENT ACTION, BUT NO SUCH COMPROMISE OR SETTLEMENT SHALL BE BINDING UPON LESSEE UNLESS APPROVED BY LESSEE. SUBJECT ONLY TO THE TERMS OF THIS PARAGRAPH, THE LESSOR SHALL HOLD THE LESSEE HARMLESS FROM ANY LIABILITY ARISING FROM ANY PATENT SUIT SUCH AS IS DESCRIBED ABOVE. IN THE EVENT ANY OF THE EQUIPMENT SHALL BE HELD, IN ANY SUIT, TO CONSTITUTE AN INFRINGEMENT OF PATENT LAW, AND ITS USE SHALL BE ENJOINED, THEN THE LESSOR SHALL, AT ITS SOLE OPTION AND THE LESSOR'S EXPENSE:

1. OBTAIN FOR THE LESSEE THE RIGHT TO CONTINUE TO USE THE EQUIPMENT;
2. REPLACE OR MODIFY THE EQUIPMENT IN A MANNER ACCEPTABLE TO THE LESSEE SO THAT THE EQUIPMENT NO LONGER INFRINGES ANY PROVISION OF PATENT LAW.

XII. FUNDING

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES ACKNOWLEDGE AND AGREE THAT FUNDS TO BE PAID BY THE LESSEE UNDER THE TERMS OF THIS LEASE WILL BE AVAILABLE ONLY AS APPROPRIATED ON A FISCAL YEAR-TO-FISCAL YEAR BASIS BY PROPERLY CONSTITUTED LEGAL AUTHORITY. IN THE EVENT THAT THE LESSEE DETERMINES THAT SUFFICIENT FUNDS HAVE NOT BEEN APPROPRIATED TO MAKE THE PAYMENTS REQUIRED UNDER THE TERMS OF THE AGREEMENT, THE OBLIGATIONS OF THE LESSEE UNDER THIS AGREEMENT SHALL TERMINATE. IN SUCH EVENT, THE LESSEE SHALL GIVE PROMPT WRITTEN NOTICE OF TERMINATION TO THE LESSOR.

XIII. ASSIGNMENT

THE LESSOR MAY, WITH THE PRIOR WRITTEN APPROVAL OF THE LESSEE, ASSIGN ITS RIGHT TO RECEIVE PAYMENT OF LEASE DUE UNDER THE TERMS OF THIS AGREEMENT. HOWEVER, ANY SUCH ASSIGNMENT SHALL NOT RELIEVE THE LESSOR OF ITS RESPONSIBILITIES TO PERFORM THE DUTIES AND OBLIGATIONS IMPOSED UPON IT BY THIS AGREEMENT.

XIV. ROAD MACHINERY AND EQUIPMENT

IF THE TERMS OF THIS AGREEMENT ARE IN REGARDS TO ROAD MACHINERY OR EQUIPMENT, THE LESSEE ASSUMES ALL RISK AND LIABILITY FOR AND SHALL HOLD THE LESSOR HARMLESS FROM ALL DAMAGES TO PROPERTY AND INJURIES AND DEATH TO PERSONS ARISING OUT OF THE USE, POSSESSION, OR TRANSPORTATION OF SAID ROAD MACHINERY OR EQUIPMENT.

XV. ENTIRE AGREEMENT OF THE PARTIES AND SEVERABILITY

EXCEPT AS OTHERWISE PROVIDED IN THE ABOVE TERMS AND CONDITIONS, THIS LEASE, TOGETHER WITH APPLICABLE PURCHASE ORDERS AND THE INVITATION TO BID, CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES. THIS AGREEMENT MAY NOT BE MODIFIED OR TERMINATED EXCEPT AS PROVIDED IN THE ABOVE TERMS AND CONDITIONS OR BY WRITTEN AGREEMENT OF THE LESSOR AND THE LESSEE. IF ANY PROVISION OF THIS AGREEMENT SHALL BE DETERMINED TO BE INVALID, IT SHALL BE CONSIDERED AS DELETED FROM THIS AGREEMENT AND NO REMAINING PROVISION OF THE AGREEMENT SHALL BE DEEMED INVALID.

XVI. CHOICE OF LAW

THIS LEASE SHALL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF OKLAHOMA. IN THE EVENT ANY LITIGATION SHALL OCCUR CONCERNING THE TERMS AND CONDITIONS OF THIS LEASE OR RIGHTS AND DUTIES OF THE PARTIES, THE PARTIES AGREE THAT ANY SUCH SUIT SHALL BE MAINTAINED IN THE DISTRICT COURT AND FOR ROGERS, STATE OF OKLAHOMA.

FOR LESSEE:

THE CITY OF MUSTANG

BRIAN GRIDER, MAYOR

ATTEST:

TAMMI NOBLITT, CITY CLERK

FOR LESSOR:

RCB BANK

JASON JOHNSON, VP - RCB BANK

EXAMPLE

EXHIBIT A TO LEASE PURCHASE AGREEMENT FOR EQUIPMENT

**Dated between RCB BANK as Lessor
and as Lessee**

**OPINION OF COUNSEL
(On Counsel's Letterhead)**

**RCB Bank
PO Box 189
Claremore, OK 74018**

As counsel for the City of Mustang ("Lessee"), I have examined duly executed originals of the Lease-Purchase Agreement for Equipment (the "Agreement") dated March 4, 2025 by and between Lessee and RCB BANK ("Lessor"), duly signed by Lessee, the proceedings taken by Lessee to authorize and execute the Agreement together with other related documents, and the Constitution of the State of Oklahoma the ("State"), as presently enacted and construed. Based upon said examination, upon the due execution of the other related documents by remaining parties, and upon such other examination as I have deemed necessary or appropriate, it is my opinion that:

1. Lessee was duly organized and is valid existing under the Constitution and laws of the State as a political subdivision of the State.
2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorized this transaction and Lessee's Resolution, attached as Exhibit C to the Agreement.
3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.
4. Lessee has complied with applicable public bidding requirements.
5. To the best of our knowledge, no litigation is pending or threatened in any court or other tribunal, state or Federal, in any way affecting the validity of the Agreement.
6. The signatures of the officers of Lessee which appear on the Agreement are true and genuine; we know said officers and know them to hold the offices set forth below their names.
7. Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and the related regulations and rulings.

Jonathan E. Miller
City Attorney
1501 N. Mustang Road
Telephone: (405) 376-7746
March 4, 2025

EXHIBIT B TO LEASE PURCHASE AGREEMENT FOR EQUIPMENT

**Dated March 4, 2025 Between RCB BANK
as Lessor and The City of Mustang as Lessee.**

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that I am the duly elected or appointed and acting Clerk of the City of Mustang and I do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the budget year of Lessee is from

July 1 to June 30

Dated: March 4, 2025

City of Mustang

By: _____
Tammi Noblitt, City Clerk

EXHIBIT C TO LEASE PURCHASE AGREEMENT FOR EQUIPMENT

**Dated March 4, 2025 Between RCB BANK as Lessor
and The City of Mustang as Lessee.**

RESOLUTION OF GOVERNING BODY

At a duly called meeting of the governing body of the City of Mustang (the “Lessee”) held on March 4, 2025, the following resolution was introduced and adopted:

RESOLVED, whereas the governing body of Lessee has determined that a true and very real need exists for the acquisition of 11 Chevy Tahoe’s with Up-Fit (the “Equipment”), Lessee desires to finance the Equipment by entering into an Equipment Lease-Purchase Agreement with RCB BANK as Lessor and The City of Mustang as Lessee (the “Agreement”) according to the terms set forth in the Bid Proposal from Joe Cooper Chevrolet Dated October 9, 2024 and Stoltz Telecom dated October 15, 2024, presented at the board meeting; and the Equipment will be used by Lessee for the purpose of:

Purchase 11 Chevy Tahoe’s with Up-Fit
To Provide Police Protective Services within the City of Mustang

RESOLVED, whereas the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such equipment,

RESOLVED, whereas the governing body hereby directs its legal counsel to review the Agreement and negotiate appropriate modifications to said Agreement so as to assure compliance with state law and local statutory law, prior to execution of the Agreement by those persons so authorized by the governing body for such purpose,

BE IT RESOLVED, by the governing body of Lessee that:

The terms of said Agreement are in the best interests of Lessee for the acquisition of such Equipment and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to or attest, respectively, the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement.

Name and Title of Persons to Execute and Attest Agreement:

Brian Grider, Mayor

Tammi Noblitt, City Clerk

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Agreement is the same as presented at said meeting of the governing body of Lessee.

Clerk of Lessee

Attachments: Related Council Minutes

EXHIBIT D TO LEASE PURCHASE AGREEMENT FOR EQUIPMENT
Dated March 4, 2025 Between RCB BANK as
Lessor and the City of Mustang as Lessee.

CERTIFICATE OF BANK ELIGIBILITY

Not required for this specific lease.

EXHIBIT E TO EQUIPMENT LEASE-PURCHASE AGREEMENT

**Dated March 4, 2025 between RCB BANK as Lessor
and The City of Mustang as Lessee**

ACCEPTANCE CERTIFICATE

**RCB Bank
PO Box 189
Claremore, OK 74018**

Re: Equipment Lease-Purchase Agreement, dated **March 4, 2025** (the "Agreement") between **RCB BANK** ("Lessor") and **The City of Mustang** ("Lessee")

Ladies and Gentlemen:

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

- (1) All of the Equipment (as defined in the Agreement) has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the required insurance coverage.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute as Event of Default (as defined in the Agreement) exists at the date hereof.

Acceptance Date: _____

Equipment Description:

11 Chevy Tahoe's with Up-Fit

City of Mustang

By: _____
Brian Grider, Mayor

ATTEST: _____
Tammi Noblitt, City Clerk

EXHIBIT F TO EQUIPMENT LEASE-PURCHASE AGREEMENT

**Dated March 4, 2025 between RCB BANK as Lessor
and the City of Mustang as Lessee**

STATEMENT OF ESSENTIAL USE

Please state below, or on the letterhead stationary of the City of Mustang counsel, a brief statement about why the equipment listed in Exhibit "A" has been acquired. This statement should address the following questions:

1. What is the essential function(s) to be performed by the equipment? How long do you expect it will be used?
2. Does it replace equipment that performed this (these) same function(s)? If so, how many years was the previous equipment in use?
3. Was this equipment chosen through competitive bidding, or by another method?
4. Which internal fund will be used to make the lease payments?

In answer to the above, the following is submitted:

City of Mustang

By: _____
Brian Grider, Mayor

ATTEST: _____
Tammi Noblitt, City Clerk

EXHIBIT “H” TO EQUIPMENT LEASE-PURCHASE AGREEMENT
Dated March 4, 2025 between RCB BANK as Lessor
and the City of Mustang as Lessee

ACKNOWLEDGEMENT OF 8038-G OR 8038-GC

RCB BANK
2901 N 14th St
Ponca City, OK 74604

For the Lessee:

Re: Equipment Lease-Purchase Agreement, dated March 4, 2025 (Agreement”) between RCB BANK (“Lessor”) and The City of Mustang (“Lessee”)

Ladies and Gentleman:

In accordance with the Agreement, the undersigned Lessee herby certifies and represents to, and agrees with Lessor as follows:

(1) The 8038-G or 8038-GC has been completed by Lessee and provided to Lessor for processing to the Internal Revenue Service

Acceptance Date: _____

By: _____

For the Lessor:

In accordance with Agreement, the undersigned Lessor hereby certifies and represents, and agrees with Lessee, as follows:

(1) The 8038-G or 8038-GC has been received and sent for processing on _____ to the Internal Revenue Service per UPS Tracking # _____.

Date: _____

By: _____



Mustang City Council Agenda Item Report

Meeting Date: March 4, 2025

Submitted by: David Russell

Submitting Department: Managerial Department

Item Type: Approval

Agenda Section: DISCUSSION ITEMS

Subject Title:

Consideration of Contract with Beal Power Solutions for Project Labeled Level III Electric Vehicle Charger Project, including approval of Statutory, Performance and Maintenance Bonds.

Recommendation:

Recommend Approval of Contract and Bonds

Initiator:

David Russell

Background:

At last months City Council meeting bids were accepted for the Level III Electric Vehicle Charger Project and the project was awarded to Beal Power Solutions. Beal Power Solutions has submitted their contract and bonds for approval.

Financial Impact:

\$355,000.00

Staff Comments:

Staff Recommends Approval of the Contract

Attachments:

[EV Charger Contract_BealPower.pdf](#)

[EV Charger Bonds_BealPower.pdf](#)

PUBLIC IMPROVEMENT CONTRACT

THIS PUBLIC IMPROVEMENT CONTRACT, made and entered into this 21st day of Feb, 2025 by and between the City of Mustang, Mustang, Oklahoma, party of the first part, hereinafter termed "Owner", and Beall Power Solutions Inc. party of the second part, hereafter termed "Contractor".

WITNESSETH:

WHEREAS, the Owner has caused to be prepared in accordance with law, certain specifications, plans, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents and has received sealed proposals for furnishing materials, labor, and equipment for completion of the Project (as defined below).

WHEREAS, this project consists of furnishing all required materials, supplies, equipment, tools, and plans and perform all necessary labor and services for the construction of the Level III Electric Vehicle Charger Project (the "Project").

WHEREAS, the work shall be done in accordance with specifications on file in the City Clerks Office as outlined and set out in the bidding documents (which are incorporated into this Contract and constitute a part hereof) and in accordance with the terms, specifications, plans, and provisions of this said Contract; and,

WHEREAS, Contractor in response to request for bids, has submitted to the City of Mustang in the manner and at the time specified, a sealed proposal in accordance with the terms of the request for proposals and/or bids; and,

WHEREAS, the City of Mustang, in the manner provided by the law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above Contractor to be the lowest responsible bidder on the above-described Project, and has duly awarded the proposal and/or bid to and approved this Contract with said Contractor, for the sum named in the proposal, to-wit:

- 1) That the Contractor hereby agrees to furnish all tools, equipment, materials, services and labor, and to build and complete the above-described Project in accordance with the specifications therefore on file in the office of the City Clerk of Mustang, Oklahoma, and with the bid documents.
- 2) That the Owner shall pay the Contractor for the work performed, as follows:
 - a. Payment for this project will be on a lump sum basis for the Contract amount.
 - b. Incidental construction items shall not be paid for directly, but shall be included in the bid price.
 - c. At the end of construction, the Contractor will make written estimates of the materials in place and accepted of the work performed in accordance with the contract. Payments to the Contractor shall be in the amount of the estimate minus any retainage as permitted by law.

- d. Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, payment will be withheld until the defects are remedied.
 - e. The Contractor's bid is hereby made a part of this Agreement.
- 3) That the City of Mustang reserves the right to add or subtract from the amount of work performed. The amount for work to be performed or deducted shall be determined by the Owner at a rate agreed to by both parties by the execution of a Change Order, as allowed by law.
 - 4) That the Contractor will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Contract unless additional materials or work are authorized by a written work directive change; and in the event any additions are provided by the Contractor without such authorization, the Contractor shall not be entitled to compensation therefor whatsoever.
 - 5) That if any additional work is performed or additional materials provided by the Contractor upon authorization by the Owner, the Contractor shall be compensated therefor at a rate agreed to by both parties in the execution of the Change Order.
 - 6) That the Contractor shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall meet such requirements. In the event the Owner or its engineer rejects any work or materials as being noncompliant with the contract specifications, the Contractor shall replace the work and materials without compensation therefore by the Owner.
 - 7) The Contractor shall secure all necessary permits or licenses to carry out this work and he shall pay all lawful fees, taxes, etc., in connection with the work.
 - 8) The Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations; and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of and at no additional cost to the Owner. The Contractor shall protect all existing structures and property (such as irrigation, landscaping, etc.) from such damage and shall provide bracing, shoring, or other work necessary for such protection.
 - 9) The Contractor shall complete the work in accordance within a period of time not to exceed **90 calendar days** following the issuance by the City of Mustang Notice to Proceed authorizing the Contractor to commence work on the Project. The contract time allowed for completion of the Project, as specified in the bid, expressed in consecutive calendar days, is that time estimated for completion and related testing of all items of work based on a 40-hour work week. Normal inclement weather days have been included in the contract time estimate.
 - 10) The Contractor shall furnish bonds and certificates of insurance as specified in the "Instruction to Bidders" and/or the "General Provisions", which must be approved by the Owner prior to issuance of the Work Order and commencement of the work on the project. The required bonds include statutory, performance and maintenance bonds in compliance with 61 Okla. Stat. § 113, executed by a surety duly licensed by the State of Oklahoma.
 - 11) On completion of the work, but prior to the acceptance thereof by the City of Mustang, it shall be the duty of the City Engineer, or other appropriate person designated by Owner, to determine that

said work has been completely and fully performed in accordance with this Contract; and upon making such determination shall make his final certificate to the City of Mustang.

- 12) Contractor and its subcontractors shall at all times comply with all applicable laws (including, but not limited to, the Federal Mine Safety and Health Act of 1977 or the Occupational Safety and Health Act of 1970, whichever is applicable), ordinances, rules, regulations, codes and orders of the United States, any state, county or any executive or administrative agency thereof and any other governmental body having any jurisdiction over the work and with the safety rules and regulations of the Authority in force at the facility, and all materials, equipment, and work shall comply therewith. All required personal safety items, including gloves, protective headgear, steel-toed footwear, and safety glasses shall be provided by the Contractor at no expense to the Authority.
- 13) Contractor shall execute and provide to Owner such documents and assurances that may be requested by Owner and as may be necessary or required by Owner in order to comply with any funding or other legal requirements.
- 14) Liquidated Damages shall be paid by the Contractor at the rate of \$500 per each and every calendar day required by him to complete the contract in excess of the contract time.
- 15) Contractor shall execute a written verification attached hereto as Appendix A.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four duplicate originals, the day and year first above written.

[Remainder of page intentionally left blank.]

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

"OWNER"

CITY OF MUSTANG

By: _____

MAYOR

ATTEST:

CITY CLERK

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

CITY ATTORNEY

"CONTRACTOR"

If an Individual: (signature) _____

Doing business as: _____

If a Partnership: (signature) _____

By (Printed Name and Title): _____

Names of other partners: _____

If a Corporation/LLC: (signature) NCPB

By (Printed Name and Title): Noah Beall, CEO

ATTEST:

 NCPB
Secretary

(CORPORATE SEAL)

Business Address of Contractor

 16332 E Memorial Rd

 Luther, OK 73054



STATUTORY BOND

Bond No: 466564D

KNOW ALL MEN BY THESE PRESENTS:

That we, Beall Power Solutions Inc. as Principal, and Westfield Insurance Company
, as Surety, authorized and, where required, licensed to
transact business in the State of Oklahoma, are held and firmly bound unto THE STATE OF OKLAHOMA,
and for the use and benefit of the CITY OF MUSTANG, OKLAHOMA, in the sum of
Three Hundred Fifty Five Thousand Dollars, in lawful money of the United States of
America, said sum being equal to One Hundred Percent (100%) of the contract price for the payment of
which, well and truly to be made, we, and each of us, on behalf of ourselves and our heirs, executors,
administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents:

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the City of Mustang, State of
Oklahoma, dated 2/10/2025, ~~2024~~, for LEVEL III ELECTRIC VEHICLE CHARGER PROJECT
(the "Contract"), for the erection and construction of said work and/or improvement, all in compliance
with the plans and specifications therefore, made a part of said Contract and on file at the office of the
City Clerk, City of Mustang, 1501 North Mustang Road, Mustang, Oklahoma 73064;

NOW, THEREFORE, if said Principal shall, in all particulars, properly and promptly complete the
work and/or improvement in accordance with the Contract, pay all indebtedness the Principal incurs for
the Principal's subcontractors and all suppliers of labor, material, rental of machinery or equipment, and
pay for the repair of and parts for equipment the Contract requires the Principal to furnish, and protect
and save harmless said City of Mustang, State of Oklahoma, from any pecuniary loss resulting from the
breach of any of the covenants and conditions of said Contract resting upon said Principal, then this
obligation shall be null and void, otherwise to be and remain in full force and effect. If Principal shall fail
or neglect to pay all indebtedness incurred by Principal or subcontractors of Principal who perform work
in the performance of said contract for labor, materials, rental and repairs to and parts for equipment
used and consumed in the performance of said Contract within thirty (30) days after the same becomes
due and payable, the person, firm or corporation entitled thereto may sue and recover on this bond the
amount so due and unpaid. It is expressly greed and understood by the parties hereto that no changes or
alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have
the effect of releasing the surety, or any of them, from the obligations of this Bond.

[Remainder of page intentionally left blank.]

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

Dated this 5th day of February, 2025.

ATTEST:

[Signature]
Secretary

PRINCIPAL Beall Power Solutions Inc.

BY: [Signature]
Its: Noah Beall **CEO**



SURETY

Westfield Insurance Company

ATTEST:

[Signature]
Secretary

By: [Signature]
Its Attorney-in-fact Joshua Kayser

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

MAYOR

ATTEST:

CITY CLERK

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

Municipal Counselor

MAINTENANCE BOND

Bond No: 466564D

KNOW ALL MEN BY THESE PRESENTS:

That we, Beall Power Solutions Inc., as Principal, and Westfield Insurance Company as surety, are held and firmly bound unto the CITY OF MUSTANG, a Municipal Corporation, and City of the first class, or the State of Oklahoma, in the full and just sum of Three Hundred Fifty Five Thousand Dollars (\$ 355,000.00), 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 5th day of February, 2025. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: LEVEL III ELECTRIC VEHICLE CHARGER PROJECT 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.
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:

[Signature]

PRINCIPAL: Beall Power Solutions Inc.

BY: [Signature]
Its: Noah Beall CEO



Surety:

Address of Surety or Agent:

Westfield Insurance Company

One Park Circle

Westfield Center, OH 44251

By: [Signature]

Attorney-in-Fact Joshua Kayser

[Signature]
Telephone No. 800-308-4358

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

CITY ATTORNEY

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

ATTEST:

CITY CLERK

MAYOR

PERFORMANCE BOND

Bond No: 466564D

KNOW ALL MEN BY THESE PRESENTS:

That Beall Power Solutions Inc. as Principal, and Westfield Insurance Company,
a Corporation organized under the laws of the State of Ohio,
and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound
unto the City of Mustang in the penal sum of Three Hundred Fifty Five Thousand Dollars (\$ 355,000.00)
in lawful money of the United States of America, such sum being equal to the contract price for the
payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors,
administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this 5th day of February, 2025.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with THE CITY OF MUSTANG dated
February 10th, 2025, for:

LEVEL III ELECTRIC VEHICLE CHARGER PROJECT

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

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

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

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

ATTEST:



PRINCIPAL:

Beall Power Solutions Inc.

BY:


Its: Noah Beall CEO



Surety:

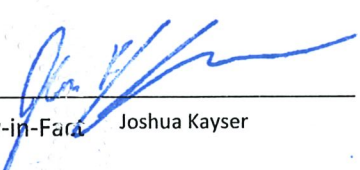
Address of Surety or Agent:

One Park Circle

Westfield Insurance Company

Westfield Center, OH 44251

By:


Attorney-in-Fact Joshua Kayser


Telephone No. 800-308-4358

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

CITY ATTORNEY

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

ATTEST:

CITY CLERK

MAYOR

POWER NO. 2400012 01
General Power of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **MATTHEW BOCKLAGE, JAMIE BRIGGS, BRAD BULLERDIECK, SEDA GULER, BRIAN D. RUSSELL, JR., BERNARDO C. SCORZA GASPAR, ROBERT J. WOLF, BLAKE OLIVER, MARK KARR, JOSHUA KAYSER, ZACK LENZ, JOINTLY OR SEVERALLY**, of COLUMBIA and State of MO their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit -----

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY.

BE IT RESOLVED, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"BE IT FURTHER RESOLVED, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **27th** day of **July**, A.D., **2022**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,**

National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **27th** day of **July**, A.D., **2022**, before me personally came **Gary W. Stumper**, to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



By:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

CERTIFICATE

I, **Frank Carrino**, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this **5th** day of **February**, A.D., **2025**

BPOAC
(03-22)



By:

Frank Carrino, Secretary



Mustang City Council Agenda Item Report

Meeting Date: March 4, 2025

Submitted by: Jon Miller

Submitting Department: Law

Item Type: Report

Agenda Section: MATTERS FOR EXECUTIVE SESSION

Subject Title:

Consideration of status and potential claims involving Red River Homes LLC and The Ohio Casualty Insurance Company relating to the Contract Agreement dated June 9, 2023 and related surety bonds for construction of the Meadows Park Walking Trail, including consideration of potential resolution of potential claims; and, executive session as authorized by 25 Okla. Stat. § 307(B)(4).

Recommendation:

Adjourn to executive session for discussion.

Initiator:

Jon Miller, City Attorney

Background:

The City of Mustang entered into a Contract Agreement with Red River Homes LLC for construction of the Meadows Park Walking Trail. Ohio Casualty Insurance Company is the Contractor's surety on the project. The City believes that Red River Homes failed to perform the Contract in accordance with its terms, and placed Ohio Casualty on notice.

Financial Impact:

Staff Comments:

City attorney discussion will be provided in executive session.

Attachments:



Mustang City Council Agenda Item Report

Meeting Date: March 4, 2025

Submitted by: Jon Miller

Submitting Department: Law

Item Type: Report

Agenda Section: MATTERS FOR EXECUTIVE SESSION

Subject Title:

Consideration of *Sophia Marie Doersom and Evan Joyner v. City of Mustang*, Case No. CJ-2024-503, District Court, Canadian County, State of Oklahoma; and, proposed executive session as authorized by 25 Okla. Stat. § 307(B)(4).

Recommendation:

Adjourn to executive session for discussion.

Initiator:

Jon Miller, City Attorney

Background:

Sophia Marie Doersom and Evan Joyner have filed a lawsuit against the City of Mustang. The City received the lawsuit on February 24, 2025.

Financial Impact:

Unknown

Staff Comments:

Adjourn to executive session for discussion.

Attachments: