

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION

Michael Ray, Pastor, Empowered 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 **05/01/2018** City Council Minutes.
- *2. Approval of **05/07/2018** City Council Special Meeting (Budget Session) Minutes.
- *3. Claims List for **FY 2018**.
- *4. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
5. Approval to Turn **Past Due Library Accounts** over to the Collection Agency.
6. Approval of **Resolution No. 18-043** making Changes in the General Fund Budget by making a Supplemental Appropriation to Increase the 2017-2018 Fiscal Year Budget by \$2,937.
7. Approval of **Resolution No. 18-045** making Changes in the Library Fund Budget by making a Supplemental Appropriation to Increase the 2017-2018 Fiscal Year Budget by \$3,750.
8. Approval of **Resolution No. 18-047** making Changes in the General Fund Budget by making a Supplemental Appropriation to Increase the 2017-2018 Fiscal Year Budget by \$1,337.
9. Approval of **Resolution No. 18-048** Establishing the 9-1-1 Emergency Telephone Fee Rate for Calendar Year 2019.
10. Approval to Renew **Radio System License Agreement** with the City of Oklahoma City.
11. Approval to Renew the **Public Works Contract** between the Department of Corrections and the City of Mustang.

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- *12. Approval to Renew the **Contract for Maintenance & Operations of Public Streets and Mowing & Maintenance of Public Parks and Facilities** with Silver Star Construction Company.
- 13. Approval to **Declare Certain Items as Surplus** and Authorize Disposal of those Items.
- *14. Approval of **Maintenance Bonds** for Storm Sewer and Paving for Crystal Springs Addition and Release Letter of Credit.

G. INFORMATION/REPORTS

- 1. City Manager
 - a. **Presentation** to Warriors for Freedom.
 - b. **Recognition** of American Legion's Employees of the Year.
 - c. City Manager Report
- 2. City Council
 - a. City Council Reports

H. DISCUSSION ITEMS

- *1. **Public Hearing on Fiscal Year 2018-2019** Annual Budget for the City of Mustang, the Mustang Improvement Authority and Related Funds in Accordance with State Statutes.
- *2. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 18-044**, Approving the **Fiscal Year 2018-2019** Budget for the City of Mustang, Mustang Improvement Authority and Related Funds.
- 3. **Public Hearing, Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1164**, an Ordinance of the City of Mustang, Oklahoma, Amending the Code of Ordinances of the City of Mustang, Oklahoma, by Vacating and Closing an Alley Lying within Block 4 of the Mustang Original Townsite, as more particularly described in the Ordinance; Declaring Repealer; Providing for Severability; and Declaring an Emergency.
- 4. **Discussion, Consideration and Possible Action** regarding Approval of Preliminary Plat Application PP-2-28-18-1-27, Pine Canyon Addition, B & J Investments, LLC, NE/4 Section 29, T11N, R5W, approximately 24.97 acres, 76 lots.

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- *5. **Discussion, Consideration and Possible Action** regarding Approval of Contract and Bonds for Wynn Construction for Project labeled Mustang Wastewater Treatment Plant Improvements Phase II C&D.
6. **Discussion, Consideration and Possible Action** regarding Acceptance of Bids and Awarding of Lowest Qualified Bidder for Project labeled Field Lighting for Wild Horse Park Soccer Complex.
7. **Discussion, Consideration and Possible Action** regarding Approval of Contract for Electrical Express for Project labeled Field Lighting for Wild Horse Park Soccer Complex.

J. CITY ATTORNEY'S REPORT

1. **Discussion** of *John Marion Conrady v. Custodian of Records, Mustang Police Department, in their official capacity; et al.*, Case No. 117039, Supreme Court, State of Oklahoma; and, Proposed Executive Session as authorized by 25 Okla. Stat. §307(B)(4).
2. **Discussion** of *Cottonwood Development, L.L.C. v. City of Mustang*, Case No. CV-2018-142, District Court of Canadian County, State of Oklahoma; and, Proposed Executive Session as authorized by 25 Okla. Stat. §307(B)(4).

K. ADJOURNMENT

*Items Considered Concurrently on the MIA Agenda.

**MUSTANG CITY COUNCIL
MAY 1, 2018**

The Mustang City Council met in regular session on Tuesday, May 1, 2018, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Friday, April 27, 2018, at 4:09 p.m in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE/INVOCATION (Jim Harris, Pastor, Clear Springs Church).

Pastor Harris led the assembly in the Pledge and Invocation. He stated since he was here last month, did not have a lot to add stating he appreciated all the Council does and for them listening and caring as they do.

C. ROLL CALL

Councilmembers Present:	Leete Grider Jones Adams
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Councilmembers Absent:	Pratt Hagan Noblitt
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D. CONSENT AGENDA

1. Approval of **04/03/18** City Council Minutes
2. Approval of **04/17/18** City Council Special Meeting (Work Session) Minutes.

MOTION was made by **Councilman Grider**, seconded by **Councilman Jones**, to approve Items D-1 thru D-2 of the Consent Agenda.

AYE: Leete, Grider, Jones, Adams

NAY: None

E. PRESENTATION AND RECOGNITION

1. Presentation of Plaque and Recognition of Outgoing Mayor Jay Adams.

Mayor-Elect Schweinberg presented a plaque and gavel to *Mayor Adams* thanking him for his years of service, leadership and friendship.

Mayor Adams thanked everyone stating *Mayor-Elect Schweinberg* will do a great job and listed some of the accomplishments over the years he was proud to be a part of such as the new baseball fields, storm shelter grant, expanded library and wastewater/treatment plant improvements. He stated the most important advice he wanted to leave Council was "It's OK not to agree on everything, just remember to respect each other".

F. OATH OF OFFICE

1. Oath of Office for Mayor Jess Schweinberg and Ward III Councilmember Brian Grider.

Mayor Adams swore in Councilmembers:

- Brian Grider, Ward III; and
- Jess Schweinberg, Mayor

At this time, the newly elected Councilmembers took their seats.

2. Election of **Vice-Mayor**

MOTION was made by **Councilman Leete**, seconded by **Councilman Jones**, to Nominate *Councilman Grider* for Vice Mayor.

AYE: Leete, Grider, Jones, Schweinberg

NAY: None

Mayor Schweinberg stated **Councilman Grider** is the Vice-Mayor.

G. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

Pastor Harris stated he failed to pray for *City Manager Rooney* and his family in his opening prayer for the loss of his father and asked everyone to keep Mr. Rooney and his family in their prayers.

H. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

Assistant City Manager Battles stated Item K.1.b., Recognition of the American Legion's Employees of the Year, would be pulled from this agenda and added to the next agenda as *City Manager Rooney* would like to be here for this item.

J. CONSENT AGENDA

- *1. Claims List for FY 2018
- *2. Approval to Turn **Past Due Utility Accounts** over to Collection Agency.
3. Approval to Turn **Past Due Library Accounts** over to Collection Agency.
4. Approval of **Resolution No. 18-039** to Establish the New Police Narcotics Enforcement Fund by making a Supplemental Appropriation to Increase the 2017-2018 Fiscal Year Budget by \$1,000.
5. Approval of **Resolution No. 18-040** making Changes in the Park Improvement Fund Budget by making a Supplemental Appropriation to Increase the 2017-2018 Fiscal Year Budget by \$11,000.
6. Approval of **Resolution No. 18-041** making Changes in the General Fund Budget by making a Supplemental Appropriation to Increase the 2017-2018 Fiscal Year Budget by \$12,500.
7. Approval of **Resolution No. 18-042** making Changes in the Park and Recreation Fund Budget by making a Supplemental Appropriation to Increase the 2017-2018 Fiscal Year Budget by \$5,000.
8. Approval of **Agreement** between the City of Mustang and Mustang Public School System Providing Two (2) School Resource Officers for the FY 2019 School Year.
9. Approval of **Memorandum of Understanding** between the City of Mustang and Mustang Public Schools for the Use of Two (2) District Owned School Buses for "Camp Mustang" Field Trips.
10. Approval of **Agreement** between the City of Mustang and Heartland for Gateway and Internet Services.
- *11. Acknowledgement of **Receipt of DEQ Permit** No. WL000009180173 to Construct Water Lines for Hunter's Hill Addition, Phase 4.
- *12. Acknowledgement of **Receipt of DEQ Permit** No. SL000009180174 to Construct Sewer Line for Hunter's Hill Addition, Phase 4.
13. Approval to **Nominate** Mr. Justin Battles and Mr. Jason Orr to the Oklahoma Municipal Assurance Group (OMAG) Board of Trustees.

MOTION was made by **Councilman Leete**, seconded by **Councilman Jones**, to approve Items J-1 thru J-13 of the Consent Agenda.

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

K. INFORMATION/REPORTS

1. City Manager

a. Presentation of Mustang Fire Department's Life Saving Award

Assistant City Manager Battles read the Life Saving Award recommendation letter from the Mustang Fire Department Member Awards and Recognition Committee. The following Firefighters received the Life Saving Award for the successful resuscitation of Mr. Mark Hutchinson:

- Chief Craig Carruth
- Deputy Chief Roy Widmann
- Lieutenant Tom Lewis
- Corporal Buddy Corbin
- Corporal Chris Barton
- Corporal Paul Smith

Mr. Hutchinson pinned the badge on each of the Firefighters.

b. Recognition of the American Legion's Employees of the Year

Pulled from this agenda.

c. City Manager Report

Assistant City Manager Battles stated a Budget Work Session would be held on Monday, May 7, 2018, starting at 6:00 p.m. in Rooms C & D at Town Center. He also stated he and Staff's thoughts and prayers were with *City Manager Rooney* and thinking of him as his father's funeral will be held on Saturday.

2. **City Council**

- a. **Appointment** of One (1) Member and One (1) Alternate to the ACOG Board of Directors and its Committees, the OEMA Board of Directors, the Traffic Commission, and COWRA.

MOTION was made by **Mayor Schweinberg**, seconded by **Councilman Grider**, to Appoint Past Mayor Adams to the COWRA Board.

AYE: Leete, Grider, Jones, Schweinberg

NAY: None

MOTION was made by **Mayor Schweinberg**, seconded by **Councilman Grider**, to Appoint: (1) Councilman Grider as primary, Mayor Schweinberg as alternate, to the ACOG Board of Directors and its Committees; (2) Councilwoman Hagan as primary, Councilman Jones as alternate, to the OEMA Board of Directors; and (3) Josh Leete to the Traffic Commission.

AYE: Leete, Grider, Jones, Schweinberg

NAY: None

b. City Council Reports

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

Councilman Jones stated it was wonderful to see *Mayor Schweinberg's* grandchildren stand with him while he took his Oath of Office and thanked the Firefighters for making a difference in a citizen's life. He thanked *Past Mayor Adams* for his service and also thanked his wife, Mindy, for her support during his time of service.

Councilman Leete thanked the Firefighters stating he was very proud of them and the work they do every day. He also thanked *Past Mayor Adams* for his leadership stating it was a pleasure to serve under him, and congratulated *Mayor Schweinberg* for being elected Mayor.

Councilman Grider told *Past Mayor Adams* he appreciated his leadership and for his willingness in allowing him to reach out and explaining in ways he could understand and stated he was excited to have *Mayor Schweinberg* back on the Council. He stated he was very appreciative of the Firefighters as well as Police Officers. He also stated he had been working on a side project over the past few weeks stating he had the opportunity to be at the Fire Station and Police Station as well as the Waste Water Treatment Plant and stated he was amazed at the quality of family around here stating it was overwhelming and was proud to be a part of it. **Grider** stated he had a handful of people reach out to him regarding flyers being placed on vehicles in parking lots and has requested the *City Manager* look into this to see if anything can be done or perhaps create an ordinance similar to the No Knock ordinance where those placing flyers on vehicles would have to have a permit.

Mayor Schweinberg stated he had to resign as Councilman for Ward VI due to Charter requirements stating it was the longest four months of his life and that he really missed it. He stated he was looking forward to the next three years and promised to try and lead as *Past Mayor Adams* stating it would be difficult. He stated *Adams* set the groundwork on many projects and we are where we are due to his hard work. He stated it was a great City to live in and praised the Fire Department, Police Department and all City Staff. He told *Adams* it was an honor and privilege to work with him and he had taught them all a lot.

K. DISCUSSION ITEMS

1. **Public Hearing, Discussion, Consideration and Possible Action** regarding Renewal of Conditional Use Permit Application CUP-3-19-15-1-27, Saleh M. Al-Zubi, 201 N. Pine Terrace, Mini-Storage.

Community Development Leader Helsel stated it was time to review and renew the Conditional Use Permit (CUP) for the Red Roof Mini Storage stating this should have been done last May, but the construction was just recently completed, so this was a better time for the review. She stated a CUP was issued in May, 2015, for a mini storage located at 201 N. Pine Terrace, just north of the Bronco 66 Service Station and containing almost three acres. She stated they are now open for business.

Helsel stated they have conformed to the CUP stating a six foot masonry fence was installed as well as drainage infrastructure, and have widened N. Pine Terrace up to their entrance and the facility is being used for inside storage only, which was one of the conditions placed on the CUP. **Helsel** provided the general character and zoning of the surrounding area and stated it conforms to the long range plan.

Helsel stated Staff had received some calls during construction and those issues were addressed and inspectors made certain construction was performed as required.

MOTION was made by **Councilman Leete**, seconded by **Councilman Jones**, to Open the Public Hearing.

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

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

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

MOTION was made by **Councilman Leete**, seconded by **Councilman Grider**, to Approve the Renewal of Conditional Use Permit Application CUP-3-19-15-1-27, Saleh M. Al-Zubi, 201 N. Pine Terrace, Mini-Storage.

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

2. **Discussion, Consideration and Possible Action** regarding Approval of Agreement between The Oklahoma Turnpike Authority, The City of Oklahoma City, and The City of Mustang.

Assistant City Manager Battles stated this agreement was between the Oklahoma Turnpike Authority, the City of Oklahoma City and the City of Mustang for the purpose of defining and outlining responsibilities as they relate to the Sara Road Widening Project. He stated the total cost for the City of Mustang for the one mile section was \$4,261,836 which includes utility relocation, design, construction, inspection, and right-of -way acquisition. **Battles** stated the timeline for this project was at 50% for the design stating a meeting to review the 50% design drawing is scheduled for June 5, 2018. He stated Staff recommends approval.

MOTION was made by **Councilman Grider**, seconded by **Councilman Jones**, to Approve the Agreement between The Oklahoma Turnpike Authority, The City of Oklahoma City, and The City of Mustang.

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

- *3. **Discussion, Consideration and Possible Action** regarding Acceptance of Bids and Awarding Lowest Qualified Bid for Project Labeled Mustang Wastewater Treatment Plant Improvements Phase II C & D.

Assistant City Manager Battles stated Staff and Cowan Group Engineering published a Notice to Bidders for the Mustang Wastewater Treatment Plant Improvements Phase II C&D stating it includes expanding the current treatment capacity to three million gallons per day.

Battles stated four bids were received stating Staff recommends accepting all bids and awarding the Base Bid plus the three Alternates to the lowest bidder, Wynn Construction in the amount of \$4,995,316. He stated the first alternate was for reuse and would pay for itself in time with alternates two and three being revenue generating. He stated the contract and bonds would be presented at the next Council meeting in June. **Battles** also stated this project was budgeted at \$6 M and this project is currently under budget about \$0.5 M.

MOTION was made by **Councilman Leete**, seconded by **Councilman Grider**, to Accept all bids for the Project Labeled Mustang Wastewater Treatment Plant Improvements Phase II C & D.

AYE: Leete, Grider, Jones, Schweinberg

NAY: None

MOTION was made by **Councilman Grider**, seconded by **Councilman Leete**, to Award the Base Bid plus the Three Alternates to the Lowest Qualified Bidder Wynn Construction in the amount of \$4,995,316.00 for the Project Labeled Mustang Wastewater Treatment Plant Improvements Phase II C & D.

AYE: Leete, Grider, Jones, Schweinberg

NAY: None

4. **Public Hearing, Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1165**, an Ordinance of the City of Mustang, Oklahoma, Amending the Zoning Ordinance of the City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from "C-2" Commercial Neighborhood District to "C-3" Commercial General District and, Declaring Repealer; Providing for Severability; and Declaring an Emergency.

Community Development Director Helsel stated the applicant, Rebecca Biorato, is interested in moving her practice to Mustang stating the property she is requesting to rezone used to be the Sid Vaught property west of Taco Mayo. She stated the applicant will be bringing the building into compliance with ADA requirements as well as wiring and other improvements stating even though the property has been used as a medical facility for at least 20 years, it was not zoned C-3 which is required for this use.

Helsel provided surrounding zoning information and the character of the neighborhood stating it does conform to the long range plan. She stated public water and sewer are available to serve this development and there will be no ingress/egress changes on the property. She stated Planning Commission voted unanimously to recommend approval and Staff recommends approval as well.

Councilman Grider asked if the property had been zoned C-3 in the past and a new business coming in, would the masonry fence still be required. **Helsel** answered yes.

MOTION was made by **Councilman Jones**, seconded by **Councilman Leete**, to Open the Public Hearing.

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

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

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

MOTION was made by **Councilman Grider**, seconded by **Councilman Jones**, to Approve **Ordinance No. 1165**, an Ordinance of the City of Mustang, Oklahoma, Amending the Zoning Ordinance of the City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from "C-2" Commercial Neighborhood District to "C-3" Commercial General District and, Declaring Repealer; Providing for Severability.

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

There was no vote on the Emergency Clause as there were not enough Councilmembers present to pass.

Councilman Grider asked if the Emergency Clause could be placed on the agenda for Monday when the Budget Session was held.

City Attorney Miller stated the Emergency Clause is usually heard at the same time as the Ordinance, plus the Ordinance must be published within ten days of the date it is approved. He stated he was not sure it was appropriate since the Ordinance had been acted upon, but would research and let Staff know.

5. **Discussion, Consideration and Possible Action** regarding Approval of Interlocal Agreement between the City of Harrah and the City of Mustang for Oklahoma Municipal Management Services (OMMS).

Assistant City Manager Battles stated the City Management Association of Oklahoma (CMAO) and the Oklahoma Municipal Assurance Group (OMAG) have been working on this program for several years to provide Municipal Management Services to those cities who have a vacancy in the City Manager position. He stated the first step in the process is for two municipalities to enter into a proposed Interlocal Agreement and once this is accomplished, the proposed agreement is reviewed by the State Attorney General's office for approval stating if approved, it would allow other cities throughout Oklahoma to join the Interlocal Agreement. **Battles** stated the Cities of Harrah and Mustang are the two communities entering into the agreement stating neither City is providing the service.

Battles stated the City Attorney had not seen the contract, so the signature page for the City Attorney has been changed to the OMAG Attorney. He stated this was how OMAG was formed years ago stating the Interlocal Agreement will provide a valuable service.

MOTION was made by **Councilman Grider**, seconded by **Councilman Jones**, to Approve the Interlocal Agreement between the City of Harrah and the City of Mustang for Oklahoma Municipal Management Services (OMMS).

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

M. CITY ATTORNEY'S REPORT

1. **Discussion, Consideration and Possible Action** on *John D. Gatliff and Joetta E. Gatliff v. City of Mustang, et al.*, Case No. CJ-2015-217, District Court, Canadian County, Oklahoma, and consideration of settlement parameters for court-ordered settlement conference; and, proposed executive session as authorized by 25 Okla. Stat. §307(B)(4).

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2. **Discussion, Consideration and Possible Action** regarding the Requested Approval of the Proposed Agreement between the City of Mustang and The Fraternal Order of Police, Lodge 163, for Fiscal Year 2018-19; and, proposed Executive Session as authorized by 25 Okla. Stat. §307(B)(1).

MOTION was made by **Councilman Grider**, seconded by **Councilman Jones** to adjourn to executive session.

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

TIME ADJOURNED to Executive Session: **7:52 p.m.**

MOTION was made by **Mayor Schweinberg**, seconded by **Councilman Grider** to return to general session.

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

The meeting was back in session at **8:13 p.m.**

In reference to Item M-1 –

MOTION was made by **Councilman Leete**, seconded by **Councilman Grider** to Proceed as Discussed.

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

In reference to Item M-2 –

MOTION was made by **Councilman Grider**, seconded by **Councilman Leete** to Approve the Agreement between the City of Mustang and The Fraternal Order of Police, Lodge 163, for Fiscal Year 2018-19

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

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N. ADJOURNMENT

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

AYE: Leete, Grider, Jones, Schweinberg

NAY: None

The meeting was adjourned at **8:13 p.m.**

Jess Schweinberg, Mayor

Attest:

Lisa Martin, City Clerk

**MUSTANG CITY COUNCIL
MUSTANG IMPROVEMENT AUTHORITY
SPECIAL MEETING – BUDGET WORK SESSION
MAY 7, 2018**

The Mustang City Council met in a Special Meeting on Monday, May 7, 2018 at 6:00 p.m. in Meeting Rooms C & D, Mustang Town Center, 1201 N. Mustang, Rd. Notice of the meeting was posted as required on Thursday, May 3, 2018, at 10:35 a.m in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Mayor Schweinberg called the meeting to order at 6:00 p.m.

B. ROLL CALL

Councilmembers Present:	Pratt
	Leete
	Grider
	Jones
	Hagan
	Noblitt
	Schweinberg

Councilmembers Absent: None

C. BUDGET SESSION - DISCUSSION ITEMS

1. **Discussion and Review** regarding the Proposed Annual Operating Budget for FY 2018-2019 for the City of Mustang/MIA.

City Manager Rooney reviewed the "Message from the City Manager" and the "Budget Policy" highlighting the budget responsibilities and assumptions. He stated the General Fund has a shortfall of almost \$75,000 due to legal fees incurred due to the ongoing litigation with Citizens Energy stating the Mustang Improvement Authority (MIA) and Other Funds have balanced budgets.

Rooney provided budget information such as:

- Projected sales tax revenue to increase by 2.5% due to steady growth during the next budget year, primarily due to commercial development such as the new Starbucks and Hampton Inn;
- Police Department will no longer service 911 calls for Union City;
- Strategies implemented to reduce operational department budgets within the General Fund stating the FY19 budget includes:
 - o Management summer intern;
 - o New Police Recruit and new Firefighter;
 - o Step Increases for all employees;
 - o 2% midyear stipend for all nonunion employees (pending actual revenues exceeding projected revenues);
 - o FOP employees – 1.5% COLA in October and March;
 - o IAFF employees – 2% COLA in July plus wage schedule changes for lieutenant and captain positions;
 - o Health plan premium rate increases incurred by the City as a benefit for employees;

- o Includes contributions of 11.79% to the Oklahoma Municipal Retirement Fund (OMRF) and mandatory contributions of 13% police pension and 14% fire pension funds;
- o Provides \$116,000 for installation of traffic light at the corner of E. Plantation Terrace and Mustang Road stating the City was currently appealing this decision to ODOT;
- o Limited Purpose Fund budget includes expenditures totaling over \$1 M exclusive of any grants received and reserves a fund balance of a little over \$1.5 M for next year's carryover;
- o Review of the 1% Sales Tax Extension;
- o Issues not forecasted such as needing a new key card system;
- o MIA Fund utility rate increase in each subsequent year by 2.2% or the consumer price index, whichever is greater;
- o Ambulance fee increase from \$1.50 to \$2.50 due to metro cities opting out of EMSA;
- o CPI adjustment of 1.9% is reflected in the budget for the Oklahoma Environmental Management Authority (OEMA);
- o Water rate increase for third-party purchases;
- o Transfer of funds for Workers Compensation;
- o MIA Reserve Fund requests

The power point presentation is on file and available in the Office of the City Clerk as well as online on the City's website.

GENERAL FUND

Projected Beginning Balance	\$ 2,150,000
Projected Revenues	\$ 23,458,380
Projected Expenditures	\$(23,532,977)
Projected Ending Fund Balance	\$ 2,075,403

GENERAL FUND REVENUE

Rooney stated Staff projected sales tax revenue to increase by 2.5% stating it had been steady and felt comfortable with this projection with Starbucks opening up as well as the new hotel.

PROJECTED SALES TAX REVENUE

FY13:	\$8,340,520
FY14:	\$9,160,774
FY15:	\$9,708,037
FY16:	\$9,926,248
FY17:	\$10,149,750
FY18:	\$10,600,000 (projected year to date as of 05/07/2018)
FY19:	\$10,854,000 (proposed FY19 budget)

GENERAL FUND – EXPENDITURE CHANGES

Rooney provided the following information:

- FY2018-19 budget includes a summer intern for City Management, new Police Recruit and new Firefighter;
- Pension Funds (No Change) - OMRP (11.79%), Police (13%), and Fire (14%);
- The budget includes step increases for all eligible employees. A 2% stipend will be given at mid-year for civilian employees (if actual revenues exceed projected revenues);
- The budget includes a 1.5% COLA (in October and March) for police union employees (per Collective Bargaining Agreement). A 2% COLA in July plus wage schedule changes for lieutenant and captain positions for fire union employees (per IAFF Agreement).
- Budget includes a plan rate increase for premiums that include employees plus children (of 2.5%) and spouse (of 12.1%) for health care. **Rooney** stated the total health insurance cost increase is \$108,000 stating the City would absorb this increase and not pass along to the employees. He stated the IAFF Agreement is a two year agreement where any healthcare cost increases would also not be passed to employees in year two stating the FOP Agreement is a one year agreement and healthcare cost increases could possibly be passed on to them in year two.

GENERAL FUND RESERVE

Projected Beginning Balance	\$ 20,000
Projected Revenues	\$ 40,060
Projected Expenditures	\$(0)
Projected Ending Fund Balance	\$ 60,060

Finance Director Watts stated the General Fund Reserve was established by Resolution in FY2006 for maintenance of City facilities, infrastructure, and other capital purchases. She stated projected revenues include the 5% tax levied on rental of hotel and motel rooms within the City limits passed by Ordinance in July, 2015, stating the Hampton Inn & Suites will be opening soon.

Discussion was held concerning the hotel tax being reported directly to the City of Mustang and not passing through another agency first, then to the City.

IMPOUND FEE FUND

Projected Beginning Balance	\$ 15,000
Projected Revenues	\$ 30,110
Projected Expenditures	\$(14,500)
Projected Ending Fund Balance	\$ 30,610

Watts stated the Impound Fee Fund was established by Ordinance in May, 2014, assessing an impound fee of \$100 to defray impound costs associated with violations stating this fund is restricted to the Police Department.

PARK IMPROVEMENT FUND

Projected Beginning Balance	\$ 15,000
Projected Revenues	\$ 63,055
Projected Expenditures	\$(49,000)
Projected Ending Fund Balance	\$ 29,055

Watts stated this fund is used to account for the revenue received from business licenses (\$15 per \$40 license), court costs (\$20 from fines/bonds collected), and park fees from subdivisions stating the funds are restricted for improvements to and development of the park system.

ALCOHOL ENFORCEMENT FUND

Projected Beginning Balance	\$ 4,000
Projected Revenues	\$ 3,015
Projected Expenditures	\$(0)
Projected Ending Fund Balance	\$ 7,015

Watts stated the Alcohol Enforcement Fund was established in 2013 and is used to account for fines and fees generated as a result of alcohol related tickets. She stated funds are restricted to enforce laws relating to juvenile access to alcohol and other intoxicating substances.

Watts stated the State now receives the majority of DUIs, with the City mostly having public intoxication. She stated the Police Chief does not plan to make any expenditures in order to build up the account.

LIBRARY FUND

Projected Beginning Balance	\$ 6,000
Projected Revenues	\$ 13,260
Projected Expenditures	\$(13,260)
Projected Ending Fund Balance	\$ 6,000

Watts stated the Library Fund is used to account for restricted state grant agreements and fines generated as a result of overdue library materials. She stated the Library received over \$87,000 in grants so far this year.

TRAFFIC ENFORCEMENT FUND

Projected Beginning Balance	\$ 30,000
Projected Revenues	\$ 50,055
Projected Expenditures	\$(24,000)
Projected Ending Fund Balance	\$ 56,055

Watts stated the Traffic Enforcement Fund was established in 2006 and amended in April, 2017, stating a person who is convicted in a traffic offense shall pay the court \$20 as a separate fee. She stated this fund is restricted for the purchase of police equipment, specializing training of law enforcement officers and programs to enforce state and local traffic laws.

EMPLOYEE FLEX SPENDING FUND

Projected Beginning Balance	\$ 3,800
Projected Revenues	\$ 4,000
Projected Expenditures	\$ (4,000)
Projected Ending Fund Balance	\$ 3,800

Watts stated this is the Flexible Spending Program offered to employees which allows them to deposit a portion of their pre-tax income into the account maintained for health care expenditures.

PARK & RECREATION DONATION FUND

Projected Beginning Balance	\$ 8,000
Projected Revenues	\$ 30,030
Projected Expenditures	\$ (30,000)
Projected Ending Fund Balance	\$ 8,030

Watts stated the Park & Recreation Donation Fund is a state mandated fund used to account for specified donations and are restricted for the use of park and recreational events/projects.

POLICE TECHNOLOGY FEE

Projected Beginning Balance	\$ 38,000
Projected Revenues	\$ 72,030
Projected Expenditures	\$ (60,120)
Projected Ending Fund Balance	\$ 49,910

Watts stated this fee was developed by Ordinance in April, 2017, stating the Police Technology Fee of \$25 per citation is used to account for technology related expenses in the Police Department stating this is one of the funds used to fund the E-ticketing system rolling out in November.

STREET/DRAINAGE FUND

Projected Beginning Balance	\$ 825,000
Projected Revenues	\$ 153,100
Projected Expenditures	\$ (186,000)
Projected Ending Fund Balance	\$ 792,100

Watts stated OEMA pays a 12.5% franchise fee for maintenance of the streets due to the trash trucks driving on them. She stated 2019 projects included Engineering \$10,000; Silver Star Maintenance Caps \$60,000; Signalization (E. Plantation Terrace & Mustang Road \$116,000.

PERSONAL SERVICE – 10% PUBLIC SAFETY PERSONNEL FUND

Projected Beginning Balance	\$ 40,000
Projected Revenues	\$ 272,000
Projected Expenditures	\$(272,050)
Projected Ending Fund Balance	\$ 39,950

Watts stated in August, 2016, Mustang citizens voted to extend the 4th penny sales tax for a 13-year period stating this fund collects 10% of the 4th penny sales tax to pay for the new Police Officer and Firefighter.

POLICE NARCOTICS ENFORCEMENT FUND

Projected Beginning Balance	\$ 1,000
Projected Revenues	\$ 5,020
Projected Expenditures	\$ (5,000)
Projected Ending Fund Balance	\$ 1,020

Watts stated this was the newest fund, created April, 2018, stating a \$100 fee is collected for possession of controlled dangerous substance and is used towards the purchase of drug testing kits.

DEBT SERVICE FUND

Projected Beginning Balance	\$ 200,000
Projected Revenues	\$ 316,020
Projected Expenditures	\$(301,400)
Projected Ending Fund Balance	\$ 214,620

Watts stated this fund is referred to as the Sinking Fund and is used to account for property taxes levied for use in retiring general obligation bonds, court-assessed judgments, and their related interest and fiscal agent fees. She stated the 2012 General Obligation Bonds funded the Ball Field and Town Center Expansion projects.

LIMITED PURPOSE FUND

Projected Beginning Balance	\$1,148,000
Projected Revenues	\$1,389,100
Projected Expenditures	\$(1,012,724)
Projected Ending Fund Balance	\$1,524,376

Watts stated the Limited Purpose Fund is a capital project fund used to purchase capital outlay. She provided background stating all sales tax is deposited into the General Fund with two cents (remaining) in the MIA Fund. She stated the 2009, 2013 and 2014B Notes are paid out of the third penny and once those debt services are paid, that third penny is transferred back into this Limited Purpose Fund. She stated this was set by Ordinance 532 in 1991 and it does have a priority stating it is restricted toward sanitary sewer, water, and then capital.

Watts stated most of the money goes toward the 2013 Note that is nothing but water done in 1993, and again in 1998 and 1999, priority two being the 2009 Note where the wastewater treatment plant was expanded stating after that, funds go towards the 2014B Note which is South Mustang Road, infrastructure on a street, and then to the Wastewater Treatment Plant Phase A & B as well funds going toward arsenic removal from our well water.

Watts stated all this is paid before funding capital outlay for the departments stating this year, each department's priority one was funded. She stated it is important to keep \$1 M to \$1.5 M in this capital fund because you never know what's going to happen from year to year and also provides money if needed at the start of July.

2017 NOTE

Projected Beginning Balance	\$ 316,000
Projected Revenues	\$ 948,000
Projected Expenditures	\$ (943,700)
Projected Ending Fund Balance	\$ 320,300

Watts stated in 2017, the City issued the Utility System and Sales Tax Revenue Note, Series 2017, in the amount of \$11,615,000 stating to keep in mind the 4th penny that was extended in 2016 for 13 years to fund projects for public safety, road and streets, quality of life, and the wastewater treatment plant phase C and D as voted on by the citizens. She stated instead of the City cash flowing these projects, funds were borrowed in order to jump start them stating the City borrowed \$13,385,000 which is the 2016 Note and \$11,615,000 which is the 2017 Note. **Watts** stated the 2017 note is going to fund the Emergency Operation Center construction, upgrade dispatch systems, public safety vehicles, animal shelter, 89th street widening (partially funded out of this note and partially funded out of the 2016 note), the Town Center expansion, splash pad, lighting at the soccer field and Mustang Market Place. She stated after the 2016 and 2017 Notes are paid, anything in excess of that goes into Fund 64 (Excess Fund) to cash flow these projects.

90% CAPITAL EXCESS (4th PENNY)

Projected Beginning Balance	\$ 330,000
Projected Revenues	\$ 319,000
Projected Expenditures	\$ (120)
Projected Ending Fund Balance	\$ 648,880

Watts stated the 4th penny sales tax was extended for a 13 year period stating this fund collects the 90% allocation of revenues after the 2016 and 2017 debt service payments, used for capital expenditures in four (4) specified areas: Public Safety, Infrastructure, Road & Streets, and Quality of Life.

2016 SERIES REVENUE NOTE

Projected Beginning Balance	\$ 400,000
Projected Revenues	\$ 1,183,000
Projected Expenditures	\$ (1,181,400)
Projected Ending Fund Balance	\$ 401,600

Watts stated in October, 2016, the City issued the Utility System and Sales Tax Revenue Note, Series 2016 in the amount of \$13,385,000 stating the following projects are funded with the 2016 Notes: Public Safety - Design of the Emergency Operation Center, Infrastructure - Waste Water Treatment Plant Phases C&D, Road and Streets - SW 89th Street Widening (partial), and Quality of Life - All Inclusive Playground and Town Center Expansion (partial).

2014B SERIES REVENUE NOTE

Projected Beginning Balance	\$ 40,000
Projected Revenues	\$ 851,500
Projected Expenditures	\$(785,710)
Projected Ending Fund Balance	\$ 105,790

Watts stated the City in 2014 borrowed \$7,985,000 from Branch Banking and Trust Company to fund the South Mustang Road widening project, wastewater treatment plant Phase A&B, and water quality.

MUSTANG IMPROVEMENT AUTHORITY (MIA)

Projected Beginning Balance	\$ 2,700,000
<u>2014B</u> Restricted Carryover	\$ 3,492,000
<u>2016</u> Restricted Carryover	\$ 10,513,000
<u>2017</u> Restricted Carryover	\$ 10,676,450
Projected Revenues	\$ 19,770,750
Projected Expenditures	\$(19,770,750)
<u>2014B</u> Construction Loan Projects	\$(3,492,000)
<u>2016</u> Construction Loan Projects	\$(10,513,000)
<u>2017</u> Construction Loan Projects	\$(10,676,450)
Projected Ending Fund Balance	\$ 2,700,000

Watts stated the MIA was established in 1963 to finance, develop and operate the water, sewer and solid waste activities stating these activities are financed primarily by user charges and similar to the private sector. She stated the fund accounts for activities of the public trust in providing water, wastewater, and recycling to the public.

RISK MANAGEMENT FUND

Projected Beginning Balance	\$ 515,000
Projected Revenues	\$ 129,500
Projected Expenditures	\$(222,000)
Projected Ending Fund Balance	\$ 422,500

Watts stated the Internal Service Fund (Worker's Compensation Fund) is used to account for self-insured worker's compensation claims.

MIA RESERVE FUND

Projected Beginning Balance	\$ 224,000
Projected Revenues	\$ 396,000
Projected Expenditures	\$(260,000)
Projected Ending Fund Balance	\$ 360,000

Watts advised the MIA Reserve Fund is used for maintenance, infrastructure and capital purchases for the enterprise funds. She stated on an annual basis, 33^{1/3}% of the connection fees will be appropriated for operating and maintaining utility systems, and 66^{2/3}% of connection fees for expanding and upgrading water and sewer utilities.

Watts stated Ordinance 1106 was passed adding \$4.50 per month for each utility account for capital improvements to water and wastewater facility and line maintenance and construction.

Rooney stated in the past, the MIA fund was bleeding and the General Fund was having to help fund the MIA stating the \$4.50 capital fee allowed the City to invest back into the MIA and infrastructure and address issues not being addressed stating the benefits are starting to be seen now.

Watts stated capital projects for FY2019 include Engineering \$20,000, Inframark Capital \$50,000, Sewer line root control \$20,000, Camera work for sanitary sewer \$20,000, and new sewer line (north of Wal Mart) \$150,000.

Watts stated the Capital Improvement Fee has collected \$1.289 M since October 1, 2015 and went over funded projects of \$1.237 M.

SEWER IMPACT FUND

Projected Beginning Balance	\$ 845,000
Projected Revenues	\$ 444,000
Projected Expenditures	\$(363,280)
Projected Ending Fund Balance	\$ 925,720

Watts stated the Sewer Infrastructure Impact Fund is used to account for fees established per house top to developers stating for every housetop built new in the City, the developer has to pay a fee of \$1,000 and this is the impact that it has on the sewer plant. She stated this fund pays for the Series 2009 OWRB Note and this was the second expansion of the wastewater treatment plant.

2013 REFINANCING (1998A/B) FUND

Projected Beginning Balance	\$ 70,000
Projected Revenues	\$ 297,000
Projected Expenditures	\$(355,105)
Projected Ending Fund Balance	\$ 11,895

Watts stated the City pledged future net water and sewer revenues and one cent sales tax to repay the 1998 Revenue Bonds Payable stating proceeds from the bonds provided financing for utility system capital assets. She stated the bonds were defeased in April, 2013, stating the 2013 Note will be paid off in December, 2018. She stated the only debt the City will have will be dated 2014 on.

Councilman Leete asked if the additional Police Officer and Firefighter included in the proposed budget is funded with the 4th penny sales tax?

Finance Director Watts stated yes, 10% of the 4th penny is transferred to fund for public safety personnel year to year, making it possible for the City to add and cover portions of the cost of a new Police Recruit and Firefighter.

Leete asked what the long term plan was regarding additional Police Officers and Firefighters?

City Manager Rooney stated the 10% will fund those people that have been added stating when the 4th penny expires, the plan would be for the City to absorb that cost through the General Fund. He stated it is similar to hiring a new position anywhere within the City stating you do so with the funds you have currently with the anticipation the City will have the revenue in the future to continue funding the position.

Councilman Grider asked if the City will be looking at hiring a full time attorney instead of a contract attorney stating it had been discussed a year or so ago, especially with the additional \$75,000 spent this year on attorney fees?

Rooney stated the Charter is clear on this issue stating it is the Council that hires and supervises the City Attorney, not the City Manager. He stated he had provided a different direction previously and Council had made their decision and have moved forward with this budget anticipating that is how the Council wanted to go.

Grider asked if the City was in the process of renewing the City Attorney contract recently?

Rooney stated he did not want to speak on behalf of the City Attorney stating Mr. Miller did have a contract a month or so back to come before Council, but the City Attorney pulled it. He stated he forwarded questions to the City Attorney and copied in the Council and the City Attorney has not come back with the contract at this time. **Rooney** also stated he would assume Council would treat his contract similar to how he treats the FOP and IAFF contracts stating the current contract is honored until changed.

Grider asked with the City growing, could more lawsuits be anticipated and would this be more reason to hire a full time attorney?

Mayor Schweinberg stated it is something that should be addressed in the near future, but not in this budget stating Council will need to do their due diligence and meet and discuss full time attorney or contract attorney and need to be smart about it.

Councilman Noblitt asked on pages 120 and 121, there are multiple increases, probably due to the tablets, stating there are restricted fund balance increases where the actual budget last year was \$25,000, next year was \$56,000 and the year before it was nothing and asked that be explained.

Watts stated the reason for that increase is in the past, Chief Foley only spent these funds for training as he was saving them up for e-ticketing one day which happened in this year's budget at \$12,000.

Noblitt stated so this is the tablets and it shows up in multiple places and the maintenance?

Watts stated yes, the maintenance has to come out of the General Fund, but the Police Chief chose to take the tablets out of three different places.

Noblitt asked on page 138, the actual budget this year is \$998,000 with the estimated budget next year being \$978,000, and asked if this is due to estimate rounding up and down or anticipation of spending less?

Watts stated it was anticipation of spending less stating in previous fiscal years, projects such as asphalt on 89th Street and Heights and Silver Drive were completed. She stated it took approximately \$1.5 million in those two fiscal years stating the City is now building that fund back up to be able to complete big projects in the future.

Assistant City Manager Battles stated if a big issue arises, Staff will bring it to Council.

Noblitt asked if a rainy day fund was being built someplace long term for something such as an ultimate failure of a major line or serious issue of the streets?

Watts stated the rainy day fund is built throughout the budget through increases in fund balance or restricted fund balance. She stated the ideal is 10-15%, stating six years ago, the General Fund and MIA Fund were around 2-3%.

Noblitt asked if that was 10-15% after emergency?

Watts stated no, that's the rainy day money that's not marked towards any of the operation of the budget.

Noblitt stated he thought it was specifically for infrastructure, not for emergencies and asked what happens when a serious road issue or a serious water line issue occurs asking if there is any mechanism in place designed to try to accumulate funds for that?

Rooney stated the \$4.50 Capital Improvement Fee is part of that. He stated some of the items funded out of that list were for items not planned for and were repaired stating a balance is built up in that fund as well. He stated as for a catastrophe, it would depend on why it happened, such as an Act of God, stating the City has insurance for that. He asked **Councilman Noblitt** what type of disaster.

Noblitt stated more for water lines going out or a large water line failure.

Battles stated to replace one mile of water line would cost approximately \$1 M stating funds were available to replace 100-200 yards, but if a major earthquake were to occur or a tornado hits the wastewater treatment plant, insurance would pay on that stating the City would also have emergency back up with Oklahoma City.

Noblitt asked why one Firefighter and one Police Officer were added?

Rooney stated as part of the Sales Tax Extension that was approved by voters, 10% off the top was for personnel issues and stated he made a commitment in 2013 to increase manpower in both divisions stating they did not have enough people per shift and overtime costs were killing us. He also stated we need to gear up for the new Fire Substation as Firefighters would be needed there. **Rooney** stated also in the Fire Department, there were two openings due to Captain Craig moving up to Chief and one Firefighter retiring stating with those hires and the new Firefighter, the shifts would be built up to six people per shift.

Noblitt asked how many Police Officers were on the street at one time?

Rooney stated there are 18 Police Officers on the street total with up to six on a shift and on the street at one time.

Noblitt asked in regards to the e-ticketing and tablets for the Police Department, does the system encompass other services such as EMSA or is it just for writing tickets?

Rooney stated it was more for the Police Department to make the ticket process more efficient stating it generates an electronic copy and receipt.

Grider stated the ticket does not have to be signed, and helps speed up the traffic stop.

Noblitt asked if it is more for convenience, not integrating everybody together?

Watts stated it downloads into the system when the ticket is entered and does not have to be re-entered by Records, Dispatch or the Court Clerk stating it's entered once and interfaces to all systems.

Grider stated it's more efficient and from a safety standpoint, does not have our officers standing out there four times as long.

Noblitt asked if it will generate more revenue?

Rooney stated Staff does not like to project or set a quota for tickets stating part of the budget process is forecasting revenues. He stated revenues are then budgeted looking at last year versus the three years prior to that, stating questions do come up regarding the number of tickets being written. He stated when budgeting revenue, Staff looks not only at the last three months or eighteen months, but the larger picture. **Rooney** stated these were discussions held and Staff is comfortable with the projections.

Noblitt asked if the Police Chief said why there was such a dramatic difference between February and March in regards to ticket writing?

Rooney stated no, stating as the Manager of a municipal organization, if a department is not performing as they should be, he has discussions with those department directors.

Schweinberg stated the numbers projected have been good historically stating last year, projections were exceeded.

Watts stated sales tax was over by 5.1% last year.

Schweinberg asked realistically, can we see that again and why?

Watts stated she projected sales tax in the proposed budget at 2.5%, a portion of which can be attributed to Wal Mart having increased online sales, plus having the new hotel and Starbucks will help increase sales tax revenues. She stated the unemployment rate, economic trends across the state, spreadsheets of sales tax, stores and restaurant trends are all considered when forecasting sales tax.

Rooney stated **Watts** is being very modest stating Mustang is often used as an example of what municipal budgeting and forecasting should look like. He stated other cities watch Mustang forecasts and Mustang is one of the first cities in the state to complete their audit and budget for the next year.

Schweinberg asked how can you justify a non balanced budget by \$75,000 because of attorney fees?

Rooney stated it was due to City Attorney fees.

Councilman Jones asked about point of delivery sales where the City has 150-180 homes where people are buying building products stating if they are purchased in Oklahoma City, do they pay Mustang taxes when those products are delivered here?

Rooney stated this was part of the use tax when it comes in and Oklahoma is getting better as the State is looking at this more and more. He stated an audit occurs at the State level and the City can ask for one, but would have to pay for it. He stated Staff was pretty comfortable in most cases that the City is getting what we should be getting.

Schweinberg stated he purchased products from Metro Builders and had to pay Mustang tax to have delivered to his home.

Rooney stated if somebody is using a builder in Oklahoma City and it's being delivered to the builder in Oklahoma City and he brings it here, then Oklahoma City is getting that tax and nothing we can do about that.

Noblitt stated Staff deals with a lot of people that the Council does not and Council sees litigation and water/sewer infrastructure on the horizon that gives some fear, but asked what other things gives you some fear?

Rooney stated one of the biggest fears is the continued insertion of our State Legislature in passing rules and regulations that affect municipal government and our funding sources, the State who can't seem to budget and know what a balanced budget is and never funds anything appropriately long term at all continues to attack our revenue streams and imply that we do not do our budgets well and that's frustrating on a local level. He stated every year somebody comes up with a different idea on how they're going to save this work group or industry funds and it always comes at the expense of municipalities. He stated he thinks now we've finally gotten over the continuation of people trying to get rid of sales tax on groceries stating that's always a fear of ours, because it sounds great, but how much of that funds what we do every day.

Grider stated one example is SB1114 that was passed where State highways will become high transport roadways and street lights must be raised to accommodate for that such as on Sara Road and Highway 152, but the State is not paying for it, the cities have to pay for it.

Noblitt asked what if Oklahoma City tries to triple our cost to purchase water from them?

Battles provided information regarding the City's current contract with Oklahoma City, information regarding improvements to Mustang's wells and treatment areas as well as upcoming pilot programs designed to help improve Mustang's water production amount and quality resulting in Mustang becoming less reliant on Oklahoma City stating every drop of water we can produce from the well field must be produced. He stated realistically by December of this year, we will know the best treatment and start the bid process for those improvements.

Noblitt asked if there was a mechanism in place where we are covered financially if Oklahoma City were to drop the hammer on us, for instance, tripled our water rate?

Rooney stated Oklahoma City would not be able to do that without sufficient notice according to our contract and this would allow us time to study and respond. He stated he does not spend a lot of time sitting and planning for disaster stating you try to manage day to day operations and peaks during the year and potential pitfalls, but not plan for catastrophe.

Noblitt asked if increases from Oklahoma City are passed on to residents by Ordinance?

Rooney stated yes, our ordinances allow the City that option to pass on those price increases.

Battles stated under bids just opened, we're getting ready to offset the City of Mustang's use by 15 million gallons per month by our re-use system in peak season. He also stated Oklahoma City wants stabilization and that's what we get from them.

Noblitt stated he wanted to make sure the ordinance used in the past is in place for future increases.

Battles stated yes, the ordinance mentioned in the powerpoint earlier authorizes the Council to pass on the direct cost from Oklahoma City.

Watts stated Oklahoma City cannot raise utilities quickly due to their ordinance and according to their five year plan.

Grider asked about the 2013 bond, that was from 1998, approximately how much is the 3rd penny, about the same price as the 4th penny, about \$25 million?

Watts stated each penny is the same amount stating it's calculated by taking total sales tax divided by four.

Jones asked if we budgeted for COWRA?

Watts stated it was under MIA for the annual dues.

Rooney stated COWRA has not made their presentation to the City of Yukon yet and we're still waiting for them to decide what our portion will be.

Jones asked if we have covered them on what they want at this point?

Rooney stated we have covered our continual annual membership with COWRA stating at some point, if they come back to us and say here's where we need to go, we would bring it to Council for decision stating if approved, it would probably come out of Reserves which is how we have funded everything from COWRA that's not normally included stating the City Manager could not provide additional COWRA funding without Council approval.

Grider asked if there was much worry as far as the City losing revenue due to the new Controlled Dangerous Substance laws?

Rooney stated the Police Chief has not shared any concerns with him on this subject.

Rooney stated *Councilman Noblitt* asked earlier about nonunion employee raises and stated everyone will receive their steps and unions get their COLAs. He stated Staff is looking at a COLA for nonunion employees where they get a one-time stipend equal to 2% if the budget stays on course in January.

Schweinberg asked if this is what has been done the last 3 years?

Rooney stated no, two years ago we did a stipend of a flat \$500 or \$750 depending on sales tax, but did not last year. He stated one of the reasons for looking at adjusting the work schedule this year was so nonunion employees would have a little bit of a benefit in a different direction stating nonunion employees will have four, nine hour days and a four hour day on Friday then be off Friday afternoon. **Rooney** stated the union people do not have that option and it is a little bit of a benefit to a different group stating there are three different working groups, two that bargain and one that doesn't and he always tries to take care of that group as well.

Grider asked if personal days for nonunion employees would be adjusted to stay consistent with Police and Fire who receive four days?

Rooney stated Staff was not looking at changing this year.

Jones asked if having volunteers, such as Library volunteers, actually show a cost savings for the City?

Rooney stated anytime there are volunteers, it saves us money.

Jones asked if there were any volunteers in Parks and Recreation?

Battles stated there are two – one in the Senior Citizens Center and the other in Parks and Recreation. He stated there is definitely a value for the Library in the summer months where there is increased traffic of children from being out of school.

Rooney stated there are Fire volunteers as well. He also stated there are certain things that cannot be forecasted, such as the two weeks students were out of school during the teacher strike and everyone looks to the City to help provide options for parents and the City did provide a camp for those two weeks.

Noblitt asked if questions are to be emailed to the City Manager?

Rooney stated yes, to email questions to him and the questions, along with the answers will be placed on the City's website.

Noblitt asked if it would be difficult now to adjust the budget?

Rooney stated the budget before you is based on revenues and expenditures stating if it is adjusted, the funds would have to be taken from somewhere else and would diminish a fund or department. He stated Staff feels the budget placed before Council is an appropriate budget for what our goals are.

Noblitt asked if it was possible to fund for such things as what was brought up at the last Work Session where Nick Kittle spoke on Innovation?

Rooney stated the budget includes \$15,000 for this program stating the Library Director, Julie Slupe, has already put in an idea stating he encourages everyone to think of ways to do processes differently and save money. He stated the Community Development and Finance departments for the last seven years are examples of doing more with less as their budgets remain the same or lower as far as operations year after year stating however, at some point, they just cannot be cut anymore, you have to be able to reinvest and grow your organization.

Noblitt asked why incentives do not work for government?

Watts stated in the public sector, employees cannot receive gifts of any kind, therefore, the City cannot give incentives.

Rooney stated department heads will often take groups of employees to lunch, for instance, to treat them so they know they're appreciated, but cannot be paid out of City funds.

E. ADJOURNMENT

MOTION was made by **Councilman Jones** and seconded by **Councilman Noblitt** to adjourn.

AYE: Pratt, Leete, Grider, Jones, Hagan, Noblitt, Schweinberg

NAY: None

Meeting was adjourned at **7:15 p.m.**

Jess Schweinberg, 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						
18-1104	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING FEES	5/2018	3532	4,684.50
18-0007	01-H0045	RALPH STEVEN HUDDLESTON	COURT APPEARANCES	6/2018	201805317612	1,600.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2018	201805317614	30.00
18-1739	01-S0093	SMART TECHNOLOGIES, INC	MONITOR FOR A/V ROOM	5/2018	717630	183.35
DEPARTMENT TOTAL:						6,497.85
DEPARTMENT: 11 CITY MANAGER						
18-0053	01-A0122	ALLIANCE MAINTENANCE, INC	JANITORIAL SERVICES	6/2018	104007	675.00
18-0070	01-C0020	CANADIAN COUNTY CLERK	FILING FEES ON EASEMENTS	5/2018	R560919	25.00
18-1211	01-M0180	MUSTANG CHAMBER OF COMMER	CHAMBER LUNCHEONS	5/2018	14649	60.00
18-1674	01-M0234	MUSTANG TIMES	LEGAL PUBLICATIONS	5/2018	MT605954	201.60
18-1405	01-P0099	PRINCIPAL LIFE INSURANCE	CORETIREE INSURANCE	6/2018	201805317623	290.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2018	201805317614	65.00
18-1404	01-U0220	USAVISION, INC	RETIREE INSURANCE	6/2018	201805317622	70.00
18-0204	01-V0106	VALIR OUTPATIENT CLINICS	MAPRE-EMPLOYMENT DRUG SCREE	5/2018	201805317634	362.00
18-0203	01-W0009	WORKERS ASSISTANCE PROGRAM,	EMPLOYEE ASSISTANCE PROGR	5/2018	66379	434.32
DEPARTMENT TOTAL:						2,182.92
DEPARTMENT: 12 LIBRARY						
18-0317	01-B1023	BTAC ACQUISITION CORP.	ADULT FICTION	5/2018	5015009516	221.30
18-1500	01-M0263	MIDWEST TAPE, LLC	NON-PRINT ITEMS	5/2018	96079704	18.94
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2018	201805317614	15.00
18-1263	01-S2021	JULIE SLUPE	PER-DIEM FOR CONFERENCE	5/2018	201805317667	160.00
18-1558	01-T0142	THE LIBRARY CORPORATION	DELL POWER EDGE	5/2018	62705	8,321.00
DEPARTMENT TOTAL:						8,736.24
DEPARTMENT: 13 PARKS AND RECREATION						
18-0002	01-A0114	PHIL & HELEN SCHUMINSKY	MUSSTORAGE SERVICES	6/2018	201805317621	98.00
18-1137	01-A1192	AT&T MOBILITY LLC	PHONE SERVICE	5/2018	201805317681	453.14
18-1776	01-B0006	HIGHWAY 152 TOWING, LLC	TOWING OF TRUCK	5/2018	18-10035	109.20
18-1819	01-B0249	TJ BENNETT	OPEN POOL PARTY REFUND	5/2018	201805317650	150.00
18-1755	01-B1019	BEN E. KEITH FOODS INC -	OKSNACKS & CUPS FOR ASP	5/2018	63923400	301.82
18-1372	01-B1081	TRAVIS J. BRYCE	DART BATTLES - FIELD TRIP	5/2018	201805317683	250.00
18-1300	01-C1562	RUTH ELAINE COUTS	BELL CHOIR	5/2018	201805317654	60.00
18-1807	01-C6589	JOAN CLARKE	CITY WIDE GARAGE SALE	5/2018	201805317652	20.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2018	201805317614	75.00
18-1837	01-R0137	BRANDI ROSS	SWIMMING LESSON REFUND	5/2018	201805317676	80.00
18-0505	01-V0050	CELLCO PARTNERSHIP	JET PACK & PHONE	5/2018	9807687206A	48.53
18-1716	01-V0050	CELLCO PARTNERSHIP	MONTHLY PHONES & HOTSPOTS	5/2018	8707687206B	125.00
DEPARTMENT TOTAL:						1,770.69

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15 GENERAL GOVERNMENT						
18-0002	01-A0114	PHIL & HELEN SCHUMINSKY	MUSSTORAGE SERVICES	6/2018	201805317621	133.00
18-0075	01-C0278	COX COMMUNICATIONS, INC.	TELEPHONE/INTERNET	5/2018	201805317653	6,836.63
18-0094	01-F0078	DAIOHS USA, INC	COFFEE SERVICES	5/2018	213652	35.50
18-0008	01-I0015	TYLER TECHNOLOGIES, INC	UB, COURT, ONLINE COMPONE	5/2018	025-224845	250.00
18-0011	01-K0053	KG HOLDINGS, LP	STAGE PAYBACK INCENTIVE	6/2018	201805317625	4,833.33
18-0010	01-K0127	KG SC HOLDINGS, LLC	CASH SAVER PAYBACK INCENT	6/2018	201805317617	5,000.00
18-0131	01-00010	ONE GAS, INC.	GAS SERVICES	5/2018	201805317659	152.67
18-0146	01-P1051	THE PITNEY BOWES BANK INC	BULK POSTAGE	5/2018	201805317661	2,621.70
18-0159	01-S0173	STANDLEY SYSTEMS, LLC	COPIER LEASE/USAGE	5/2018	844543	2,729.28
18-0156	01-S0306	SETH B SHAY	PEST CONTROL SERVICE	5/2018	201805317666	600.00
18-1640	01-S1165	INTERLINE BRANDS, INC	CLEANING SUPPLIES	5/2018	438239956	127.05
DEPARTMENT TOTAL:						23,319.16
DEPARTMENT: 16 TRANSFERS						
18-1114	01-L0045	LIMITED PURPOSE FUND	10% EXCESS OVER \$800,000.	6/2018	201805317630	7,000.00
18-0041	01-M0210	MUSTANG IMPROVEMENT	AUTHORISALES TAX TRANSFER	6/2018	201805317628	470,000.00
18-1731	01-M0210	MUSTANG IMPROVEMENT	AUTHORISALES TAX TRANSFER	6/2018	201805317620	317,000.00
18-0045	01-S0205	STREET IMPROVEMENT FUND	TRANS. TO STREET IMPROV.	6/2018	201805317627	15,000.00
DEPARTMENT TOTAL:						809,000.00
DEPARTMENT: 18 TOWN CENTER						
18-1814	01-C2231	CORY'S AUDIO VISUAL SERVICE	REPAIRS	5/2018	185353	250.00
18-1491	01-M0205	SAMUEL HAYES	REPAIRS DUE TO BREAK IN	5/2018	888239	168.00
18-0131	01-00010	ONE GAS, INC.	GAS SERVICES	5/2018	201805317659	162.93
18-0567	01-P0055	PLUMBCO, INC	PLUMBING REPAIRS	5/2018	201805317682	100.00
18-1768	01-P0055	PLUMBCO, INC	PLUMBING REPAIRS	5/2018	201805317680	720.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2018	201805317614	50.00
18-1673	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	5/2018	439143959	563.92
18-1489	01-W0139	WEATHERMAN MECHANICAL, INC	SPRING PREVENTATIVE MAINT	5/2018	20541317375	2,350.00
DEPARTMENT TOTAL:						4,364.85

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 19 BALL COMPLEX						
18-1751	01-B0154	ICE MAKER SALES & SERVICE,	OPEN ICE MACHINE & FREEZE	5/2018	1059028	259.30
18-1781	01-B1002	BEASLEY TECHNOLOGY	SOUND SYSTEM	5/2018	3009325B	585.00
18-1339	01-B1019	BEN E. KEITH FOODS INC -	OKFOOD FOR CONCESSION	5/2018	63936700B	121.43
18-1526	01-B1019	BEN E. KEITH FOODS INC -	OKFOOD FOR CONCESSION	5/2018	63916923	1,063.67
18-1761	01-B1019	BEN E. KEITH FOODS INC -	OKFOOD FOR CONCESSION	5/2018	63925875	4,221.57
18-1586	01-B1026	B&C APPAREL	SHIRTS FOR SOFTBALL LEAGU	5/2018	34980	660.00
18-0231	01-F0078	DAIHS USA, INC	DRINKS FOR CONCESSION	5/2018	213653	69.25
18-1615	01-I1119	STEPHENSON WHOLESALE CO,	INFOOD FOR CONCESSION	5/2018	6914343	1,735.42
18-1787	01-I1119	STEPHENSON WHOLESALE CO,	INFOOD FOR CONCESSION	5/2018	6918447	1,656.08
18-1401	01-P0144	PEPSI-COLA METROPOLITAN	BOTDRINKS FOR CONCESSION	5/2018	19356358A	1,118.60
18-1616	01-P0144	PEPSI-COLA METROPOLITAN	BOTDRINKS FOR CONCESSION	5/2018	19356358	734.20
18-1760	01-P0144	PEPSI-COLA METROPOLITAN	BOTDRINKS FOR CONCESSION	5/2018	19586261	5,000.00
18-0824	01-P0163	PIONEER MANUFACTURING	COMPAPAIN T FOR SPORTS COMPLEX	5/2018	676356A	338.05
18-1679	01-P0163	PIONEER MANUFACTURING	COMPAPAIN T FOR SPORTS COMPLEX	5/2018	676356	411.95
18-0224	01-Q0011	QNC, INC.	DIP TANK SOLUTION FOR CON	5/2018	34803	262.50
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2018	201805317614	90.00
18-1656	01-R0107	RODGERS FROZEN TREATS, LLC	MINI MELTS FOR CONCESSION	5/2018	1827-6	135.50
18-1786	01-R0107	RODGERS FROZEN TREATS, LLC	MINI MELTS FOR CONCESSION	5/2018	1827-6A	886.50
18-1450	01-S0062	SHAWNEE LIGHTING LLC	REPAIR TO SPORTS COMPLEX	5/2018	1060	830.00
18-1398	01-S0265	J R SIMPLOT COMPANY	FIELD DRY, CHALK	5/2018	218026421	208.00
18-1843	01-S0282	CHRIS L. SPITLER	SCHEDULING OF UMPs	5/2018	201805317675	800.00
18-0225	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES FOR C	5/2018	439143942	319.42
18-0570	01-S1165	INTERLINE BRANDS, INC	CLEANING SUPPLIES	5/2018	439143934	1,931.94
18-1718	01-U0009	US FOODS, INC	FOOD FOR CONCESSION	5/2018	3177386	81.99
DEPARTMENT TOTAL:						23,520.37
DEPARTMENT: 20 AQUATICS						
18-1713	01-P0055	PLUMBCO, INC	OPENING AQUATIC CENTER	5/2018	201805317662	1,790.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2018	201805317614	30.00
18-1244	01-S1002	STERLING J. BEECROFT, LLC	REPAIRS & INSTALLS	5/2018	3499	106.00
18-1601	01-S9983	SUNBELT POOLS, INC	AQUATIC CENTER REPAIRS	5/2018	35237-1	2,927.54
DEPARTMENT TOTAL:						4,853.54

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 21 FINANCE						
18-0973	01-M1180	MAIL FINANCE INC.	LEASE PAYMENT	5/2018	N7134662	391.02
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2018	201805317614	30.00
18-1745	01-W0015	WALKER STAMP & SEAL	NOTARY STAMP	5/2018	56431	88.00
DEPARTMENT TOTAL:						509.02
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
18-1705	01-L0070	LUTHER SIGN CO, INC.	STREET SIGNS FOR SUBDIVIS	5/2018	11634	2,771.81
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2018	201805317614	100.00
18-1530	01-V0050	CELLCO PARTNERSHIP	CELL PHONE SERVICE	5/2018	9807687206	177.22
DEPARTMENT TOTAL:						3,049.03
DEPARTMENT: 41 POLICE						
18-1188	01-B0219	BAILEE BOYD	TUITION REIMBURSEMENT	5/2018	201805317651	513.66
18-1483	01-C0232	COPS PRODUCTS	UNIFORMS FOR NEW HIRE	5/2018	20182587-2	62.39
18-0084	01-D0090	STATE OF OKLAHOMA	OLETS USER FEES	5/2018	01-1803232	350.00
18-1412	01-F0078	DAIOHS USA, INC	COFFEE SERVICE	5/2018	213659	166.60
18-0131	01-O0010	ONE GAS, INC.	GAS SERVICES	5/2018	201805317659	189.96
18-0143	01-O0179	STATE OF OKLAHOMA	BOILER INSPECTIONS	5/2018	B749696,B749699	50.00
18-1189	01-P0140	NATHAN PETTS	TUITION REIMBURSEMENT	5/2018	201805317663	850.00
18-1620	01-Q0005	QUALITY IRRIGATION, INC.	SPRINKLER SYSTEM REPAIR	5/2018	56388	101.49
18-1635	01-Q0005	QUALITY IRRIGATION, INC.	SPRINKLER SYSTEM REPAIRS	5/2018	56388A	300.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2018	201805317614	755.00
18-0150	01-S0330	STREETS, LLC	HEAT & AIR ANNUAL AGREEME	5/2018	S43/43B-0418	5,130.00
18-1675	01-S1224	SPRINT PRINT INC	CALL FOR SERVICE CARDS	5/2018	72368	275.00
18-1307	01-T1029	THOMAS DAVIS	JAIL LAUNDRY SERVICE	5/2018	1268A	280.00
18-0991	01-W0167	DYLAN WILSON	TUITION REIMBURSEMENT	5/2018	201805317673	850.00
DEPARTMENT TOTAL:						9,874.10
DEPARTMENT: 42 ANIMAL WELFARE						
18-0128	01-M0236	MUSTANG VETERINARY HOSPITAL	VETERINARY SERVICES	5/2018	201805317657	115.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2018	201805317614	15.00
18-0166	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	5/2018	9807687205E	29.98
18-1380	01-V0050	CELLCO PARTNERSHIP	ACO CELL PHONE SERVICE	5/2018	9807687205D	106.46
DEPARTMENT TOTAL:						266.44

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 51		FIRE				
18-1688	01-A0110	ALL SEASON BUILDING SUPPLY MISC.	BUILDING REPAIR	5/2018	143301	11.84
18-1725	01-B0211	ACROSS THE STREET PRODUCTION	ONLINE BLUE CARD COMMAND	5/2018	12-6162	3,118.50
18-1462	01-C0065	CASCO INDUSTRIES, INC.	HELMET SHIELD FOR PROMOTI	5/2018	194109	124.00
18-1663	01-E0024	CHRIS EDWARDS	BLUE CARD TRAINING	5/2018	201805317656	200.00
18-1524	01-G0015	GALLS PARENT HOLDING, LLC	LIFE SAVING BAR	5/2018	9775892	22.00
18-0450	01-G1071	JOE N GODDARD	REPAIR STORM SIRENS	5/2018	7132-18-109	175.00
18-1637	01-N0137	NORTHERN SAFETY CO INC	BULLARD ECLIPSE LDX TIC	5/2018	902925255	5,463.00
18-0131	01-O0010	ONE GAS, INC.	GAS SERVICES	5/2018	201805317659	181.50
18-1358	01-O0022	OKLAHOMA CITY COMMUNITY COL	PARAMEDIC CLASSES	5/2018	0602813_18SP	1,780.03
18-1686	01-O0025	O'REILLY AUTOMOTIVE STORES,	MISC. VEHICLE REPAIR & MA	5/2018	0309-263516	17.18
18-0139	01-O0055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICE	5/2018	201805317658	807.43
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2018	201805317614	810.00
18-0191	01-U0055	UNIFIRST HOLDINGS INC	SHOP TOWEL SERVICE	5/2018	825 1279181	41.93
18-0961	01-W0020	WALMART COMMUNITY BRC	CLEANING SUPPLIES	5/2018	201805317669	200.83
18-1549	01-W0020	WALMART COMMUNITY BRC	MISC. SUPPLIES	5/2018	201805317668	41.50
18-1655	01-W0020	WALMART COMMUNITY BRC	PHOTO PRINT WITH FRAMES	5/2018	201805317670	46.89
18-1684	01-W0020	WALMART COMMUNITY BRC	MISC. SUPPLIES	5/2018	201805317671	62.74
18-1403	01-W0056	ANDREW J WILLRATH	TUITION REIMBURSEMENT	5/2018	201805317672	611.10
18-1664	01-W0056	ANDREW J WILLRATH	BLUE CARD TRAINING	5/2018	201805317674	200.00
DEPARTMENT TOTAL:						13,915.47
DEPARTMENT: 61		STREETS				
18-0139	01-O0055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICE	5/2018	201805317658	14,340.44
DEPARTMENT TOTAL:						14,340.44
FUND TOTAL:						925,950.12

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PURCHASE ORDER CLAIM REGISTER

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FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
18-1595	01-G0110	PLAYCORE WISCONSIN, INC.	PARTS FOR PLAYGROUNDS	5/2018	82695	385.88
18-1810	01-R0136	MICHAEL RODRIQUES	SET TRAPS FOR WHP	5/2018	51718	425.00
DEPARTMENT TOTAL:						810.88
FUND TOTAL:						810.88

FUND: 07 - LIBRARY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
18-1821	01-E0078	EXTREME ANIMAL OKLAHOMA	CHILDREN'S ANIMAL DEMOS	6/2018	201805317604	775.00
18-1820	01-G0081	DANNY GORDON	CHILDRENS DRAWING WORKSHO	6/2018	201805317603	423.52
18-1825	01-H1040	MONTY HARPER	CHILDREN'S SONGWRITING WO	6/2018	201805317606	800.00
18-1822	01-O9002	OKC IMPROV FOUNDATION	TEEN IMPROV. WORKSHOP	6/2018	201805317602	650.00
18-1823	01-R0181	GRETCHEN REHFELD	INTRO TO PORTRAIT DRAWING	6/2018	201805317601	300.00
DEPARTMENT TOTAL:						2,948.52
FUND TOTAL:						2,948.52

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PURCHASE ORDER CLAIM REGISTER

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FUND: 08 - PD TRAFFIC ENFORCEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE ENFORCEMENT						
18-1797	01-M0210	MUSTANG IMPROVEMENT AUTHORITY	TRANSFER TO MIA	5/2018	201805317633	20.00
DEPARTMENT TOTAL:						20.00
FUND TOTAL:						20.00

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PURCHASE ORDER CLAIM REGISTER

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FUND: 11 - PARK & REC DONATION

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
18-1644	01-B1026	B&C APPAREL	T-SHIRTS FOR WARRIOR	5/2018	34982	539.00
18-1624	01-S0236	SWANK MOTION PICTURES, INC MOVIE IN THE PARK LICENSE		5/2018	2504180	463.00
DEPARTMENT TOTAL:						1,002.00
FUND TOTAL:						1,002.00

FUND: 15 - PERSONAL SERVICE - 10% EX

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE				
18-1752	01-G0030	GENERAL FUND	TRANSFER 10% P.S. - POLIC	6/2018	201805317615	10,400.00
DEPARTMENT TOTAL:						10,400.00
DEPARTMENT: 51		FIRE				
18-1753	01-G0030	GENERAL FUND	TRANSFER 10% P.S. - FIRE	6/2018	201805317616	10,400.00
DEPARTMENT TOTAL:						10,400.00
FUND TOTAL:						20,800.00

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 11 CITY MANAGER						
18-1719	01-S0093	SMART TECHNOLOGIES, INC	NEW COMPUTER FOR INTERN	5/2018	717627	1,635.24
DEPARTMENT TOTAL:						1,635.24
DEPARTMENT: 13 PARK AND RECREATION						
18-0552	01-B1002	BEASLEY TECHNOLOGY	ROOF SOUND SYSTEM	5/2018	3009325A	4,058.00
DEPARTMENT TOTAL:						4,058.00
DEPARTMENT: 15 GENERAL GOVERNMENT						
18-1702	01-S1145	U CHANGE LOCKS INDUSTRIES	IACCESS CONTROL SYSTEM	5/2018	542586	5,742.00
DEPARTMENT TOTAL:						5,742.00
DEPARTMENT: 19 BALL COMPLEX						
18-1243	01-B1002	BEASLEY TECHNOLOGY	INSTALLATION & SOUND SYST	5/2018	3009662	20,343.00
DEPARTMENT TOTAL:						20,343.00
DEPARTMENT: 20 AQUATICS						
18-1597	01-A1060	ACS PLAYGROUND ADVENTURES,	UMBRELLA SHADES	5/2018	2316	23,850.00
DEPARTMENT TOTAL:						23,850.00
DEPARTMENT: 41 POLICE						
18-0148	01-R0147	RCB BANK	3RD YEAR LEASE	5/2018	201805317664	42,363.91
DEPARTMENT TOTAL:						42,363.91
DEPARTMENT: 72 WATER						
18-1046	01-I0006	WATER HOLDINGS ACQUISITIONS	PUBLIC WORKS CONTRACTOR	5/2018	30297	25,224.63
DEPARTMENT TOTAL:						25,224.63
FUND TOTAL:						123,216.78

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
18-1770	01-C0288	CARLISLE AND ASSOCIATES	WORKERS COMP CLAIM	5/2018	201805317635	500.00
18-1769	01-D0142	DJO GLOBAL, INC.	WORKERS COMP CLAIM	5/2018	201805317636	20.40
18-1798	01-E0063	EXCEL THERAPY SPECIALISTS-OWC CLAIM #2017-14		5/2018	201805317639	28.06
18-1774	01-E0107	EMERGENCY SERVICES OF OK, PWORKERS COMP CLAIM		5/2018	201805317638	246.02
18-1804	01-E0107	EMERGENCY SERVICES OF OK, PWC CLAIM		5/2018	201805317637	468.92
18-1803	01-M0087	MERCY CLINIC OKLAHOMA COMMUWC CLAIM		5/2018	201805317643	648.30
18-1773	01-M0265	INDEPENDENT MEDICAL EXAMINAWORKERS COMP CLAIM		5/2018	201805317641	200.00
18-1801	01-M0265	INDEPENDENT MEDICAL EXAMINAWC CLAIM #2009-07		5/2018	201805317640	484.82
18-1799	01-M0267	MEDICAL CLAIMS REVIEW SERVIWC MEDICAL AUDIT FEE		5/2018	201805317642	1,212.84
18-1806	01-O1050	OKLAHOMA RADIOLOGY GROUP PCWORKERS COMP CLAIM		5/2018	201805317644	14.34
18-1771	01-R0019	RADIOLOGY ASSOCIATES, LLC WORKERS COMP CLAIM		5/2018	201805317647	21.04
18-1800	01-R0019	RADIOLOGY ASSOCIATES, LLC WC CLAIM #2018-03		5/2018	201805317645	393.54
18-1805	01-R0020	RADIOLOGY CONSULTANTS WC CLAIM		5/2018	201805317646	138.34
18-1772	01-V0106	VALIR OUTPATIENT CLINICS MAWORKERS COMP CLAIM		5/2018	201805317649	89.00
18-1802	01-V0106	VALIR OUTPATIENT CLINICS MAWC CLAIM #2017-13		5/2018	201805317648	100.78
DEPARTMENT TOTAL:						4,566.40
FUND TOTAL:						4,566.40

May 2018 VISA

<u>DEPT</u>		
511	CITY MANAGER	\$ 100.00
512	LIBRARY	\$ 4,000.00
513	PARKS & RECREATION	\$ 10,000.00
515	GENERAL GOVERNMENT	\$ 4,000.00
518	TOWN CENTER	\$ 3,000.00
521	FINANCE	\$ 1,000.00
531	COMM. DEV.	\$ 1,000.00
541	POLICE	\$ 3,500.00
551	FIRE	\$ 3,000.00
TOTAL		\$ 29,600.00

May 2018 PAYROLL

<u>FUND</u>	<u>DEPT</u>		
1	501	CITY ATTORNEY	\$ 11,194.24
1	511	CITY MANAGER	\$ 32,693.36
1	512	LIBRARY	\$ 25,362.02
1	513	PARKS & RECREATION	\$ 60,329.73
1	518	TOWN CENTER	\$ 4,855.44
1	519	BALL COMPLEX	\$ 23,335.39
1	520	AQUATICS	\$ 13,571.18
1	521	FINANCE	\$ 40,210.80
1	531	COMMUNITY DEVELOPMENT	\$ 30,016.45
1	541	POLICE	\$ 190,435.77
1	542	ANIMAL WELFARE	\$ 5,816.27
1	543	OHSO GRANT	\$ 2,333.73
1	551	FIRE	\$ 126,953.07
69	500	WORKERS COMP	\$ 4,116.00
TOTAL			\$ 571,223.45

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O. #	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 11 CITY MANAGER						
18-0053	01-A0122	ALLIANCE MAINTENANCE, INC	JANITORIAL SERVICES	5/2018	103118	675.00
18-0207	01-I0104	INVESTIGATIVE CONCEPTS, INC	BACKGROUND PRE-EMPLOYMENT	5/2018	201805097574	118.50
18-0205	01-M0234	MUSTANG TIMES	ADS FOR JOB OPENINGS	5/2018	201805097575	165.00
18-1520	01-S1179	STANARD & ASSOCIATES, INC.	POLICE OFFICER TESTS	5/2018	SA000037317	622.50
18-1594	01-V0007	VICKERS PHOTOGRAPHY, INC.	COUNCIL PORTRAITS	5/2018	201805097590	150.00
18-0204	01-V0106	VALIR OUTPATIENT CLINICS	MAPRE-EMPLOYMENT DRUG SCREE	5/2018	201805097591	50.00
18-1746	01-Y0034	THE YUKON REVIEW	EMPLOYMENT ADS	5/2018	6846	387.00
DEPARTMENT TOTAL:						2,168.00
DEPARTMENT: 12 LIBRARY						
18-0317	01-B1023	BTAC ACQUISITION CORP.	ADULT FICTION	5/2018	5014982223	303.15
18-0542	01-C0278	COX COMMUNICATIONS, INC.	MO. MODEM SERVICE CHRG	5/2018	201805097578	4.99
18-1500	01-M0263	MIDWEST TAPE, LLC	NON-PRINT ITEMS	5/2018	96015489	213.54
18-0711	01-O0129	OVERDRIVE, INC	EBOOKS, AUDIO BOOKS	5/2018	02393C018040732	50.35
DEPARTMENT TOTAL:						572.03
DEPARTMENT: 13 PARKS AND RECREATION						
18-1723	01-C0259	CARRIE STAR	PRIVATE POOL PARTY REFUND	5/2018	201805097577	300.00
18-0479	01-C0278	COX COMMUNICATIONS, INC.	TV FOR TREADMILLS	5/2018	201805097579	96.00
18-1196	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUELMAN	5/2018	NP53238535A	658.22
18-1692	01-H0133	AMANDA HAINES	KIDTASTIC PROGRAM REFUND	5/2018	201805097580	100.00
18-1691	01-L0068	JOE LINDSEY	VENDOR PERMIT REFUND	5/2018	7684730	200.00
18-0136	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	5/2018	201805097582	4,027.69
18-0139	01-O0055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICE	5/2018	201805097584	201.20
DEPARTMENT TOTAL:						5,583.11
DEPARTMENT: 15 GENERAL GOVERNMENT						
18-0136	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	5/2018	201805097582	567.74
18-0139	01-O0055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICE	5/2018	201805097581	28.86
18-1700	01-O1177	STATE OF OKLAHOMA	SALES TAX PAYABLE	5/2018	201805097576	2,260.43
18-0144	01-P0151	PB EQUIPMENT MANAGEMENT INC	LEASE ON MAIL MACHINE	5/2018	3306044769	452.73
18-0155	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	5/2018	24925	70,610.64
18-0158	01-S0093	SMART TECHNOLOGIES, INC	OPERATING SYSTEM MAINT.	5/2018	717621	3,179.95
18-0159	01-S0173	STANDLEY SYSTEMS, LLC	COPIER LEASE/USAGE	5/2018	833858	2,607.96
18-0156	01-S0306	SETH B SHAY	PEST CONTROL SERVICE	5/2018	201805097589	600.00
18-1016	01-S1002	STERLING J. BEECROFT, LLC	CHANGE OUT BALLASTS	5/2018	3454	100.00
18-1154	01-S1002	STERLING J. BEECROFT, LLC	CHANGE OUT BALLASTS	5/2018	3477	199.00
18-1699	01-Y0040	YUKON TROPHY & AWARDS INC	DOOR SIGNAGE	5/2018	518212	120.00
DEPARTMENT TOTAL:						80,727.31

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 18 TOWN CENTER						
18-0940	01-A0122	ALLIANCE MAINTENANCE, INC	CLEANING @ T.C.	5/2018	103117	4,435.00
18-1491	01-M0205	SAMUEL HAYES	REPAIRS DUE TO BREAK IN	5/2018	679416	350.00
18-0136	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	5/2018	201805097582	7,685.39
18-1041	01-S1002	STERLING J. BEECROFT, LLC	PLUG FOR GYM SCOREBOARD	5/2018	3441	186.00
18-1468	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	5/2018	437417868	809.75
DEPARTMENT TOTAL:						13,466.14
DEPARTMENT: 19 BALL COMPLEX						
18-0236	01-A0131	JAMES HILLIS	PORT A POTTIES	5/2018	21292	147.00
18-1568	01-B1019	BEN E. KEITH FOODS INC - OK	SPECIAL CUPS FOR WARRIOR	5/2018	63900549A	1,090.00
18-1617	01-B1019	BEN E. KEITH FOODS INC - OK	FOOD FOR CONCESSION	5/2018	63908990	4,985.72
18-1202	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUELMAN	5/2018	NP53238535	351.97
18-1566	01-I1023	CHAMPION DISCS, INC.	DISCS FOR DISC GOLF TOURN	5/2018	18-1851	1,931.58
18-1344	01-I1119	STEPHENSON WHOLESALE CO,	INFOOD FOR CONCESSION	5/2018	6901855	654.32
18-1615	01-I1119	STEPHENSON WHOLESALE CO,	INFOOD FOR CONCESSION	5/2018	6906192	1,468.69
18-0136	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	5/2018	201805097582	1,948.48
18-0139	01-00055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICE	5/2018	201805097581	1,721.09
18-1401	01-P0144	PEPSI-COLA METROPOLITAN BOT	DRINKS FOR CONCESSION	5/2018	716405	316.09
18-1616	01-P0144	PEPSI-COLA METROPOLITAN BOT	DRINKS FOR CONCESSION	5/2018	37695057	3,991.77
18-1656	01-R0107	RODGERS FROZEN TREATS, LLC	MINI MELTS FOR CONCESSION	5/2018	483040	306.25
18-0696	01-S1002	STERLING J. BEECROFT, LLC	CHANGE OUT FUSES	5/2018	3441A	210.00
DEPARTMENT TOTAL:						19,122.96
DEPARTMENT: 20 AQUATICS						
18-0136	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	5/2018	201805097582	239.34
18-1658	01-P0094	POWER PLAY, LLC	POOL PLAY EQUIPMENT	5/2018	558	627.32
18-0155	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	5/2018	24926	156.23
18-1711	01-S9983	SUNBELT POOLS, INC	CHLORINE FOR AQUATIC CENT	5/2018	34948-2	3,134.64
DEPARTMENT TOTAL:						4,157.53
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
18-1434	01-F0094	FLEETCORE TECHNOLOGIES, INC	BULK FUEL	5/2018	NP53238535C	514.44
18-1682	01-00023	DAVID WARREN	REPAIRS FOR DODGE RAM	5/2018	201805097587	3,937.00
18-1451	01-00096	OKLAHOMA UNIFORM BUILDING C	COLLECTION OF STATE PERMI	5/2018	201805097586	588.00
DEPARTMENT TOTAL:						5,039.44

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE						
18-0052	01-A0122	ALLIANCE MAINTENANCE, INC	FACILITY CLEANING	5/2018	103119	1,295.00
18-1187	01-C0254	CENTRAL GLASS & MIRROR, INC	CHANGE OUT GLASS	5/2018	106081	84.65
18-1564	01-C1001	CHARM-TEX, INC.	PRISONER SUPPLIES	5/2018	162406	86.20
18-0064	01-C1136	THE CITY OF OKLAHOMA CITY	RADIO USAGE & MAINTENANCE	5/2018	MUSTANG 15	5,597.40
18-0097	01-F0078	DAIHS USA, INC	COFFEE SERVICE	5/2018	212111	135.00
18-0099	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	5/2018	np53238501	4,378.85
18-1427	01-M1161	MORPHO TRAK LLC	LIVESCAN FINGERPRINT STAT	5/2018	141052	2,500.00
18-0136	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	5/2018	201805097582	3,351.76
18-1325	01-R0146	ROGUE COMP. AUTOMOTIVE INC.	OIL CHANGES	5/2018	4822	250.00
18-1657	01-T2800	DAVID M. OTWELL	POLYGRAPH FOR NEW OFFICER	5/2018	3747	275.00
18-0166	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	5/2018	9806105037	525.31
DEPARTMENT TOTAL:						18,479.17
DEPARTMENT: 42 ANIMAL WELFARE						
18-0099	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	5/2018	np53238501	67.57
DEPARTMENT TOTAL:						67.57
DEPARTMENT: 51 FIRE						
18-1422	01-A0110	ALL SEASON BUILDING SUPPLY	BUILDING REPAIR & MAINT.	5/2018	140593	8.98
18-0846	01-A0194	AIRGAS, INC.	OXYGEN SUPPLIES	5/2018	9075169734	51.04
18-1669	01-C0017	BRYAN ALBRECHT	TOW SQ-1 TO ROGUE AUTO	5/2018	18-11835	238.44
18-0190	01-C1012	JOHN I. GARCIA	LAWN SPRAYING	5/2018	52083	135.00
18-0183	01-C1118	GLOBAL BUSINESS, INC.	UNIFORM CLEANING	5/2018	D130272	14.25
18-0185	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL FOR VEHICLES	5/2018	NP53238534	1,378.93
18-1378	01-J1061	WILLIAM A. JUSTICE	CPR INSTRUCTOR RENEWAL	5/2018	132	300.00
18-0139	01-00055	OKLAHOMA GAS & ELECTRIC	ELECTRIC SERVICE	5/2018	201805097584	696.69
18-0186	01-00112	OKC RADIO SHOP	RADIO SYSTEM USAGE FEE	5/2018	MUSTANG 15 A	4,183.56
18-0446	01-00227	OVERHEAD DOOR COMPANY OF OK	REPAIR GARAGE DOORS	5/2018	0267702	440.50
18-1331	01-S1002	STERLING J. BEECROFT, LLC	OUTLET FOR DISPENSER	5/2018	3471	147.00
18-0191	01-U0055	UNIFIRST HOLDINGS INC	SHOP TOWEL SERVICE	5/2018	825 1272307	41.93
18-1603	01-V0041	VICKERS CONSULTING SERVICES	SAFER GRANT CONSULTATION	5/2018	25022	750.00
DEPARTMENT TOTAL:						8,386.32

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PURCHASE ORDER CLAIM REGISTER

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FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 61		STREETS				
18-0136	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	5/2018	201805097582	1,005.12
18-0139	01-00055	OKLAHOMA GAS & ELECTRIC CO	ELECTRIC SERVICE	5/2018	201805097584	14,364.80
DEPARTMENT TOTAL:						15,369.92
FUND TOTAL:						173,139.50

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PURCHASE ORDER CLAIM REGISTER

PAGE: 5

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
18-0155	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	5/2018	24926	576.49
18-1475	01-S1002	STERLING J. BEECROFT, LLC	REPAIR LIGHT	5/2018	3480	251.00
DEPARTMENT TOTAL:						827.49
FUND TOTAL:						827.49

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PURCHASE ORDER CLAIM REGISTER

PAGE: 6

FUND: 07 - LIBRARY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
18-1607	01-T0103	TECH LOGIC CORPORATION	SOFTWARE RENEWAL	5/2018	RC002429	400.00
DEPARTMENT TOTAL:						400.00
FUND TOTAL:						400.00

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PURCHASE ORDER CLAIM REGISTER

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FUND: 13 - POLICE TECHNOLOGY FEES

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE TECHNOLOGY				
18-1427	01-M1161	MORPHO TRAK LLC	LIVESCAN FINGERPRINT STAT	5/2018	141052	507.00
18-0287	01-T0029	WEST PUBLISHING CORPORATION	CLEAR FOR LAW ENFORCEMENT	5/2018	838156931	200.00
DEPARTMENT TOTAL:						707.00
FUND TOTAL:						707.00

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PURCHASE ORDER CLAIM REGISTER

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FUND: 14 - STREET/DRAINAGE IMP

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
18-0155	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	5/2018	24926	728.00
DEPARTMENT TOTAL:						728.00
FUND TOTAL:						728.00

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 PARK AND RECREATION						
18-0155	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	5/2018	24926	9,252.68
DEPARTMENT TOTAL:						9,252.68
DEPARTMENT: 41 POLICE						
18-1187	01-C0254	CENTRAL GLASS & MIRROR,	INCCHANGE OUT GLASS	5/2018	106081	2,957.67
18-1427	01-M1161	MORPHO TRAK LLC	LIVESCAN FINGERPRINT STAT	5/2018	141052	3,006.00
DEPARTMENT TOTAL:						5,963.67
DEPARTMENT: 72 WATER						
18-1554	01-C1197	CORE & MAIN LP	FLOW METERS	5/2018	1781424	3,715.00
DEPARTMENT TOTAL:						3,715.00
FUND TOTAL:						18,931.35

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PURCHASE ORDER CLAIM REGISTER

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FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
18-1749	01-M0240	HEALTHSMART BENEFITS SOLUTIWORKERS COMP CLAIM		5/2018	362479	140.00
					DEPARTMENT TOTAL:	140.00
					FUND TOTAL:	140.00

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

- 1. ITEM NO.** F-4
- 2. DATE:** June 5, 2018
- 3. TITLE:** Approval to turn past due utility accounts over to the collection agency
- 4. COUNCIL ACTION:** Approve or Deny
- 5. INITIATOR:** Janet Watts, Finance Director
- 6. BACKGROUND:** The attached utility accounts are past due and need to be sent to collections. Total balance is \$2,162.43 excluding collection agency fees.
- 7. STAFF SOURCE:** Janet Watts, Finance Director
- 8. FINANCIAL IMPACT:** Bad debt write-off of \$2,162.43
- 9. STAFF COMMENTS:** Recommends turning accounts over to collections.
- 10. CITY ATTORNEY'S COMMENTS:**
- 11. RESOLUTION/ORDINANCE NO.** N/A

JANA FERRELL - COLLECTIONS

06/05/2018

ACCOUNT NUMBER	NAME	SERVICE ADDRESS	MAILING ADDRESS	BALANCE	AGENCY FEE	TOTAL FEE
05-0224-12	BOON, EDGAR	1180 W WESTCHESTER WAY MUSTANG, OK 73064	1180 W WESTCHESTER WAY MUSTANG, OK 73064	\$ 216.27	\$ 75.69	\$ 291.96
START DATE:						
FINAL DATE:						
13-0265-07	DAVIS, ELIZABETH & JUSTIN	301 W CHANTILLY WAY MUSTANG, OK 73064	301 W CHANTILLY WAY MUSTANG, OK 73064	\$ 168.45	\$ 58.96	\$ 227.41
START DATE:						
FINAL DATE:						
11-0082-04	ELDER, NATHAN & NIKKI	408 W GREENWOOD DR MUSTANG, OK 73064	3013 SAHOMA TRAIL YUKON, OK 73099	\$ 223.89	\$ 78.36	\$ 302.25
START DATE:						
FINAL DATE:						
06-0024-10	GITZENDANNER, JACOB SKYLER	1042 W GRIGGS WAY MUSTANG, OK 73064	1042 W GRIGGS WAY MUSTANG, OK 73064	\$ 125.75	\$ 44.01	\$ 169.76
START DATE:						
FINAL DATE:						
11-0009-00	GLASCO, MARY	343 W BIRCH DR MUSTANG, OK 73064	343 W BIRCH DR MUSTANG, OK 73064	\$ 136.73	\$ 47.86	\$ 184.59
START DATE:						
FINAL DATE:						
23-0066-03	GREENFIELD, CHARLES & ROSABELLE	728 W CELESTIAL WAY MUSTANG, OK 73064	400 N CAZORT STREET LAMAR, AR 72846	\$ 53.45	\$ 18.71	\$ 72.16
START DATE:						
FINAL DATE:						
05-0640-02	HARRILL, EDWARD	1124 W CAMELLIA WAY MUSTANG, OK 73064	705 S MUSTANG RD #125 YUKON, OK 73099	\$ 106.63	\$ 37.32	\$ 143.95
START DATE:						
FINAL DATE:						
15-0086-02	HOGAN, TODD DAY, KRISTIE	722 S MEADOW LN MUSTANG, OK 73064	2408 YELLOWSTONE DR YUKON, OK 73099	\$ 91.48	\$ 32.02	\$ 123.50
START DATE:						
FINAL DATE:						
22-0372-08	JOHNSON, MONICA	305 S CHANDA LN MUSTANG, OK 73064	PO BOX 1721 MUSTANG, OK 73064	\$ 97.35	\$ 34.07	\$ 131.42
START DATE:						
FINAL DATE:						
18-0087-16	NORRIS, SHELLEY SATTERFIELD, PAM	1816 E SH 152 MUSTANG, OK 73064	1816 E SH 152 MUSTANG, OK 73064	\$ 175.29	\$ 61.35	\$ 236.64
START DATE:						
FINAL DATE:						
08-0078-06	TAYLOR, TONJA	658 W HILLCREST DR MUSTANG, OK 73064	658 W HILLCREST DR MUSTANG, OK 73064	\$ 273.30	\$ 95.66	\$ 368.96
START DATE:						
FINAL DATE:						
17-0118-14	TURNER, JASON	301 S BROOKVIEW LN MUSTANG, OK 73064	526 S 7TH ST CLINTON, OK 73601	\$ 212.44	\$ 74.35	\$ 286.79
START DATE:						
FINAL DATE:						
17-0368-07	WOODY, LINDSAY	540 E HILLCREST LN MUSTANG, OK 73064	540 E HILLCREST LN MUSTANG, OK 73064	\$ 281.40	\$ 98.49	\$ 379.89
START DATE:						
FINAL DATE:						

ACCOUNTS: 13

TOTALS: \$ 2,162.43 \$ 756.85 \$ 2,919.28

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

- 1. ITEM NO.** F-5
- 2. MEETING DATE:** June 5, 2018
- 3. TITLE:** Approval to turn past due library accounts over to collection agency.
- 4. COUNCIL ACTION:** Approve/Deny
- 5. INITIATOR:** Janet Watts, Finance Director
- 6. BACKGROUND:**
The attached library accounts are past due and need to be sent to collections.
The total balance is \$935.57 excluding collection agency fees.
- 7. FINANCIAL IMPACT:**
Inventory loss of \$935.57
- 8. STAFF COMMENTS:** Recommend Approval
- 9. STAFF SOURCE:** Julie Slupe, Library Director
- 10. CITY ATTORNEY COMMENTS:**
- 11. RESOLUTION/ORDINANCE NO.** N/A

Council Copy
Accounts Sent to Collections
for May, 2018

	A	B	C	D	E
1	Acct #	NAME/RESPONSIBLE PARTY	CITY, STATE, ZIP	BOOK BALANCE	
2	0070610	MICHELLE MARIE MORGAN	YUKON, OK 73099	\$64.99	
3	0072658	Brittany N. Odell	Mustang, OK 73064	\$54.24	
4	0024408	Derek K. Lemaster	YUKON, OK 73099	\$195.72	
5	0073171	BRITTANY DAWN JOSEFY	YUKON, OK 73099	\$55.97	
6	0048623	KATRINA JO BENNETT	Mustang, OK 73064	\$146.92	
7	0065585	SAMANTHA ADCOCK	OKLAHOMA CITY, OK 73169	\$70.96	
8	0073178	RAMON JR TOPETE	YUKON, OK 73099	\$159.93	
9	0073179	RAMON JR TOPETE	YUKON, OK 73099	\$121.90	
10	0073177	RAMON JR TOPETE	YUKON, OK 73099	\$64.94	
11					
12					
13					
14					
15					
16			TOTAL FOR INDIVIDUALS	\$935.57	
17					
18			TOTAL FOR ILL	0.00	
19					
20			OVERALL TOTAL	935.57	
21					
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CITY OF MUSTANG
AGENDA ITEM COMMENTARY

- 1. ITEM NO.** F-6
- 2. MEETING DATE:** June 5, 2018
- 3. TITLE:**
Discussion, Consideration and Possible Action to Approve Resolution No. 18-043 for a Budget Supplemental in the General Fund for the Fiscal Year 2017-2018.
- 4. COUNCIL ACTION:** Approve/Deny
- 5. INITIATOR:** Janet Watts, Finance Director
- 6. BACKGROUND:**
The Community Development Department received \$2,937 from Oklahoma Municipal Assurance Group (OMAG) due to 2016 Dodge Ram 1500 Crew Cab Truck damages.

A supplemental appropriation to increase the General Fund in the amount of \$2,937 to be appropriated in fiscal year 2018.
- 7. FINANCIAL IMPACT:**
- 8. STAFF COMMENTS:**
- 9. STAFF SOURCE:** Melissa Helsel, Community Development Director
- 10. ORDINANCE /RESOLUTION NO. 18-043**

RESOLUTION NO. 18-043

A RESOLUTION TO MAKE CHANGES IN THE GENERAL FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2017-2018 FISCAL YEAR BUDGET BY \$2,937.

WHEREAS, The Community Development Department received \$2,937 from Oklahoma Municipal Assurance Group (OMAG) due to 2016 Dodge Ram 1500 Crew Cab Truck damages;

WHEREAS, the Council desires to appropriate funds;

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

SUPPLEMENTAL APPROPRIATION

Revenues:	
Insurance Reimbursement (01-45194)	\$2,937
Expenditures:	
Vehicle Repair/Maintenance (01-531-5621)	<u>\$2,937</u>
Total	<u>\$2,937</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council on this **5th** day of **June 2018**.

Mayor

ATTEST:

City Clerk

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. F-7

2. MEETING DATE: June 5, 2018

3. TITLE:

Discussion, Consideration and Possible Action to Approve Resolution No. 18-045 for a Budget Supplemental in the Library Fund for the Fiscal Year 2017-2018.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The Library Department received \$3,000 from the Friends of the Library and \$750 from Wal-Mart Community for fiscal year 2018. The funds will be used for the summer programs.

A supplemental appropriation to increase the Library Fund in the amount of \$3,750 to be appropriated in fiscal year 2018.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Julie Slupe, Library Director

10. ORDINANCE /RESOLUTION NO. 18-045

RESOLUTION NO. 18-045

A RESOLUTION TO MAKE CHANGES IN THE LIBRARY FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2017-2018 FISCAL YEAR BUDGET BY \$3,750.

WHEREAS, The Library Department received \$3,000 from the Friends of the Library and \$750 from Wal-Mart Community for fiscal year 2018. The funds will be used for the summer programs;

WHEREAS, the Council desires to appropriate funds;

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

SUPPLEMENTAL APPROPRIATION

Revenues:	
Donations (07-45100)	\$3,750
Expenditures:	
Miscellaneous (07-507-5610)	<u>\$3,750</u>
Total	<u>\$3,750</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **5th** day of **June 2018**.

Mayor

ATTEST:

City Clerk

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. F-8

2. MEETING DATE: June 5, 2018

3. TITLE:

Discussion, Consideration and Possible Action to Approve Resolution No. 18-047 for a Budget Supplemental in the General Fund for the Fiscal Year 2017-2018.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The Park & Recreation Department received \$1,337 from Oklahoma Municipal Assurance Group (OMAG) due to Town Center break-in.

A supplemental appropriation to increase the General Fund in the amount of \$1,337 to be appropriated in fiscal year 2018.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Jean Heasley, Assistant Parks & Recreation Director

10. ORDINANCE /RESOLUTION NO. 18-047

RESOLUTION NO. 18-047

A RESOLUTION TO MAKE CHANGES IN THE GENERAL FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2017-2018 FISCAL YEAR BUDGET BY \$1,337.

WHEREAS, The Park & Recreation Department received \$1,337 from Oklahoma Municipal Assurance Group (OMAG) due to Town Center break-in;

WHEREAS, the Council desires to appropriate funds;

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

SUPPLEMENTAL APPROPRIATION

Revenues:	
Insurance Reimbursement (01-45194)	\$ 1,337

Expenditures:	
Facility Maintenance (01-518-5664)	<u>\$ 1,337</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council on this **5th** day of **June 2018**.

Mayor

ATTEST:

City Clerk

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. F-9
2. MEETING DATE: June 5, 2018
3. TITLE: Approval of Resolution 18-048, Establishing the 9-1-1
Emergency Telephone Fee Rate for Calendar Year 2019.
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Timothy Rooney, City Manager
6. BACKGROUND:

To enable collection of the authorized serve fee on landline telephone bills to pay for the 9-1-1 service, each local government must approve a resolution on an annual basis, setting the actual fee and through 9-1-1 ACOG, notify the appropriate ILEC or CLEC telephone companies by September 1, 2018.

This resolution establishes the rate for 9-1-1 Emergency Telephone Service Fee for the calendar year 2019 at three percent, which pays for the overall system cost for the Calendar year. 9-1-1 service fees collected by wireless and VoIP providers are established under a separate statute and are not relevant under this resolution.

This rate is the same as the current calendar year.

7. FINANCIAL IMPACT:
8. STAFF COMMENTS:
9. STAFF SOURCE: Timothy Rooney, City Manager
10. RESOLUTION /
ORDINANCE NO. Resolution No. 18-048

RESOLUTION NO. 18-048

A RESOLUTION OF THE CITY OF MUSTANG ESTABLISHING THE NINE-ONE-ONE (9-1-1) EMERGENCY TELEPHONE FEE RATE FOR CALENDAR YEAR 2019.

WHEREAS, the voters and/or governing body of the **City of Mustang** have approved the acquisition and operation of an emergency telephone service together with the levy or imposition of user fee/tax for such services; and

WHEREAS, said approving authority, service and fee are authorized pursuant to the Nine-One-One (911) Emergency Act, 63 O.S. Supp., 1987, Section 2811 et. seq., as amended.

NOW, THEREFORE BE IT RESOLVED by the **City Council** of the **City of Mustang** that it does, hereby establish the rate for the Nine-One-One (9-1-1) Emergency Telephone Service fee for the calendar year 2019 at three percent (3%) of the recurring charges as designated by the tariff for exchange telephone service or its equivalent within said City in accordance with said Act beginning January 1, 2019.

Adopted and Approved by the City Council of the City of Mustang this **5th** day of **June, 2018**.

Mayor

ATTEST:

City Clerk

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. F-10
2. MEETING DATE: , 2018
3. TITLE: City of Oklahoma City Radio System – Annual Agreement FY2019
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Robert Groseclose, Police Chief
6. BACKGROUND: Attached, for your information and review, is the proposed renewal of the agreement between the City of Mustang and the City of Oklahoma City for the purpose of allowing the operation of the City of Mustang 800 MHz public safety radios on the Oklahoma City 800 MHz radio system. The agreement covers usage and normal routine maintenance.
7. FINANCIAL IMPACT: Costs shared between Mustang Police and Fire total \$39,656.
8. STAFF COMMENTS: Staff recommends City Council approval.
9. STAFF SOURCE: Robert Groseclose, Police Chief
10. RESOLUTION / ORDINANCE: None



The City of
OKLAHOMA CITY
INFORMATION TECHNOLOGY/PUBLIC SAFETY

May 2, 2018

The City of Mustang
465 West SH 152
Mustang, OK 73064

Dear Vendor:

The Contracting Entity and the contracting vendor have the option of renewing **Radio System License Agreement** for the term **07/01/2018 through 06/30/2019** under the same terms, conditions and provisions as originally awarded, including price(s).

Please indicate your concurrence or non-concurrence by completing the below listed information, including signature, and return to me by **05/31/2018**. If the individual signing below is not the owner or an officer of the business or corporation, a letter of authorization should also be attached. Corporate Seal will be accepted in lieu of an authorization letter if affixed to this document.

YOUR CONCURRENCE DOES NOT GUARANTEE RENEWAL. Should the Contracting Entity decide not to renew the above contract, you will be notified in writing or electronically. **This form may be mailed, faxed, emailed, scanned or otherwise electronically submitted for contract/pricing agreement renewal.**

If you have any questions, please contact me at (405) 316-3648, Fax (405) 297-3021 or Email: chris.fogt@okc.gov.

Thank you,

Christine Fogt, Office Administrator
Information Technology/Public Safety

_____ **Yes, I would like to renew
per the above mentioned.**
_____ **No, I do not wish to renew.**

[INTERNAL USE ONLY]

_____ **The Contracting Entity
chooses not to renew the
above contract/pricing
agreement.**

PRINTED NAME

TITLE

AUTHORIZED SIGNATURE

COMPANY NAME

STREET ADDRESS

CITY, STATE AND ZIP CODE

BUSINESS TELEPHONE

CONTACT E-MAIL

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. F-11
2. MEETING DATE: June 5, 2017
3. TITLE: Approval to renew the Public Works Contract between the Department of Corrections and the City of Mustang
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Justin Battles, Assistant City Manager
6. BACKGROUND:

The attached agreement is an annual agreement signed yearly allowing the City of Mustang to utilize inmate labor primarily at the Wild Horse Park sports facilities during non-function hours for maintenance. Agreement also allows for workers to aide in public works during regular hours for mowing and other duties. Agreement would be for July 1, 2018 through June 30, 2019.
7. FINANCIAL IMPACT: \$11,340
8. STAFF COMMENTS: Staff recommends approval
9. STAFF SOURCE: Justin Battles, Assistant City Manager

PRISONERS PUBLIC WORKS PROJECT CONTRACT

This contractual agreement (hereinafter, **Contract**) is entered into by, and between, the Oklahoma Department of Corrections (hereinafter, Department) and the undersigned Oklahoma governmental agency or political subdivision, CITY OF MUSTANG (hereinafter, **Public Agency**), upon written request by a majority of the board of county commissioners, the governing body of a municipality, an agency of the State of Oklahoma or of the United States, any subdivision thereof, or any community action agency for prisoners to be assigned to a Public Works Project. The written request is attached to this agreement and incorporated by reference.

This Contract is authorized by 57 O.S. § 215 et seq. entitled "The Prisoners Public Works Act."

For and in consideration of the following terms, conditions, and covenants, the parties herein agree as follows:

1. The Public Agency covenants that it is a public entity authorized under 57 O.S. § 216(2) to request a Public Works Project and the Public Works Project will meet the requirements of the Prisoners Public Works Act.
2. The term of this Contract will be for a period beginning on July 1, 2018 and ending on June 30, 2019.
3. The prisoners assigned to the Public Works Project under this Contract will be prisoners from the following correctional center:
UNION CITY COMMUNITY CORRECTIONS CENTER.
4. The Public Agency has requested 7 (#) prisoners to be assigned to the Public Works Project and the Department will generally make said number of prisoners available to the Public Agency.

5. The prisoners assigned to this Public Works Project will have the following responsibilities:

Pick up trash, weed-eating, mowing, baseball field preparations and street maintenance. Any other duties added shall be in accordance with the regulations outlined in DOC OP-090106

Prisoners SHALL NOT be present at the baseball field while children are present.

The above explanation should include a brief description of the Public Works Project indicating the location and type of work required. If more room is required, additional pages may be attached to this Contract.

6. The Public Agency agrees to pay to the Department \$ 945.00 per month this amount includes the base cost and a ten percent administrative fee.
7. The Department will not provide the transportation to and from the work site of the prisoners assigned to the Public Works Project.

8. The Department will not provide supervision of prisoners assigned to the Public Works Project.
9. The Department will provide lunches to the prisoners, unless otherwise agreed.
10. The Public Agency will provide work orders, job duties/assignments, any training to the prisoners and will provide a safe working environment. The Public Agency will furnish all materials and tools necessary for the Public Works Project, unless otherwise agreed.
11. The Public Agency agrees to use prisoners assigned to the Public Works Project on public property only, except that prisoner labor may be used on private property for a public purpose. Labor conducted on private property must be approved by the Department prior to commencement of any work on private property. Public purpose is hereby defined as a purpose generally affecting the public good of the inhabitants of the state or political subdivision. The prisoners will be utilized as a group for this purpose and not as individuals.
12. The Public Agency will not use the prisoners to provide personal services for private benefit or to supervise other prisoners. The Public Agency will allow the Department to conduct unscheduled periodic visits to the Public Works Project work site to monitor the prisoners and contract compliance.
13. The Public Agency will, upon request, relinquish any assigned prisoner to the custody of the Department.
14. For community placement prisoners, the Public Agency agrees to cooperate and provide prisoner counts and close supervision of the prisoner's whereabouts. The supervisor will visually observe each prisoner at least every hour, and a formal count will be conducted and documented in a log book every two (2) hours.
15. For minimum security prisoners, the Public Agency agrees that the supervisor will visually observe each prisoner at least every half hour, and that a formal count will be conducted and documented in a log book every two (2) hours.
16. The Public Agency will immediately notify the Department and the local law enforcement agency of any missing or unaccounted for prisoner or if the Public Agency believes a prisoner has escaped.
17. The Public Agency will immediately report to the Department any guideline or rule violation, as provided for in Attachment F of OP-090106.

18. The Department shall invoice the Public Agency every month by electronic mail (e-mail) to the e-mail address provided in Paragraph 37, and the Public Agency shall pay such invoices within thirty (30) days from the date of the invoice. Any invoice not paid within sixty (60) days from the date of the invoice may result in the Public Agency not be permitted to receive prisoners under this contract until all outstanding invoices are paid in full.
19. No prisoner assigned to a Public Works Project will be considered an employee of the requesting Public Agency, the Department, or the State of Oklahoma.
20. The Department will have the ultimate responsibility for the security of the prisoners.
21. The director of the Department or his designee will, at all times during the term of this Contract, have full jurisdiction and authority, to include immediate access, over the discipline and control of the prisoners performing work on the Public Works Project. Unsatisfactory job performance will be documented and reported to the Department by a representative of the Public Agency.
22. The prisoners, while assigned to the Public Works Project, will, for the purpose of punishment for escape, be deemed to be on trusty status and will be under the custody and control of the Department. The limits of the place of confinement are extended under the special conditions of Public Works Project pursuant to 57 O.S. § 510.1 (A) (4).
23. The Department will select and assign eligible prisoners to work for the Public Agency. The prisoners, while assigned to the Public Works Project, will be exempt from the provisions of the Worker's Compensation Act, (85A O.S. § 1 et seq.).
24. The Department will be responsible for the cost of medical and dental health care needs of the prisoners while assigned to the Public Works Project, including emergencies while assigned to the public works project, unless otherwise provided for in this Contract.
25. The Public Agency will be responsible to reimburse the Department for the cost of any required outside medical and/or dental care (including emergency care), which will include the cost of emergency transportation, if a prisoner assigned to the Public Works Project is injured while performing work for the Public Agency and the injury occurred as a result of the intentional, reckless, or negligent conduct of an employee or agent of the Public Agency.
26. The Public Agency will not allow any prisoner to operate or use any type of equipment unless and until the Public Agency has fully trained the prisoner in the proper and safe use of the equipment, and has

documented records to support said training. Training associated with the use of lawn equipment; power tools and hand tools must meet OSHA and Department of Labor standards, and this training can be conducted without the Departments review of the curriculum. Training associated with the use of any heavy equipment e.g., backhoes, dozers, tractors and implements, frontend loaders, excavators, skid loaders etc. will require the Public Agency to provide the training curriculum to the Department for approval prior to the Public Agency training and allowing inmates to use this equipment. Under no circumstances will the Public Agency allow a prisoner to operate any equipment which has had the manufacturer's safety devices modified or removed, nor will the Public Agency allow any prisoner to operate any dangerous or unsafe equipment. The Public Agency will not allow a prisoner to operate any equipment without first providing and requiring the prisoner to wear protective equipment in accordance with Occupational Safety and Health Administration standards when operating any equipment. The Public Agency will also not allow a prisoner to operate any motor vehicle upon the public roadways at any time.

27. In the event a prisoner is injured while operating equipment or motor vehicle in violation of this Contract, the Public Agency will be responsible to reimburse the Department for the cost of any and all required outside medical and/or dental care (to include emergency care), which will include the cost of emergency transportation to and from the outside medical provider, and the Public Agency will be liable for all other damages resulting from said violation.
28. The Department will provide the Public Agency with copies of relevant Department policies and operations procedures that are applicable, as well as the training and orientation required for proper implementation and security.
29. The Public Agency, unless otherwise agreed, will provide work shifts of no longer than eight (8) working hours and will utilize prisoners for no more than eight (8) hours per shift. The normal working hours will be between 0700 and 1800 hours each working day. Any additional or different work shifts required will necessitate approval by the warden or administrator of the prisoner's correctional facility and be documented and attached as an addendum to this Contract.
30. Either party may immediately terminate this Contract for the failure of the other party to perform or comply with the terms and conditions contained herein. Any damages will be authorized by law in a court of competent jurisdiction, except attorney's fees and related legal costs, which will be borne by each party separately. Both parties, in determining failure to perform under this Contract, will consider any mitigating circumstances.

31. In the event a bona fide dispute or a conflict of interest arises between the parties, which cannot be resolved through reasonable diligence, either party may request mediation under the Oklahoma Dispute Resolution Act, 12 O.S. § 1801 et seq., as amended. Such request will not be unreasonably refused by the other party. The parties agree that the cost of this process will be borne separately by each party. Any dispute will not affect the performance requirements and duties of this Contract. The Contract will remain in full force and effect unless otherwise terminated or agreed to between the parties.
32. The Public Agency is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of the Contract. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
33. If any provision, clause, or paragraph of this Contract or any document incorporated by reference is determined to be invalid by a court of competent jurisdiction, such determination will not affect the other provisions, clauses, or paragraphs of this Contract. The provisions, clauses, or paragraphs, and any documents incorporated by reference are declared severable.
34. This Contract will be governed by the laws of the State of Oklahoma, with the venue for any action to be in Oklahoma County.
35. Either party may terminate this Contract, in whole or in part, for convenience, if it is determined that termination is in its best interest. The terminating party shall deliver to the other party a written notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of thirty (30) days from the date the notice of termination is issued by the terminating party.
36. The terms of this contract may only be amended by agreement of the parties and in writing.
37. All notices required in this Contract will either be mailed (certified with return receipt requested) or emailed to the addresses of the parties set forth below:

For the Department:

David A. Cincotta
General Counsel
3400 N. Martin Luther King Ave.
Oklahoma City, OK 73111
david.cincotta@doc.ok.gov
(Include email address)

For the Public Agency:

Justin Battles
Assistant City Manager, City of Mustang
1501 N. Mustang Road
Mustang, OK 73064
jbattles@cityofmustang.org
(Include email address)

38. This Contract may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. This Contract may be delivered by e-mail.
39. The representative executing this Contract on behalf of the Public Agency hereby warrants that said representative has the authority to execute and bind the Public Agency.
40. The representative executing this Contract on behalf of the Public Agency certifies that the prisoner labor shall not displace any employment opportunities for private citizens of the State of Oklahoma and that the Public Agency has insufficient funds available to perform the work set forth in this Contract.
41. The Public Agency will not allow an employee or agent of the Public Agency to direct, manage or supervise a prisoner assigned to work on behalf of the Public Agency until the employee or agent has completed all training required by the Department's Operating Procedure OP-090106.
42. The Public Agency agrees that prisoners shall not be permitted to work in or around any area in which minor children are located.
43. INDEMNIFICATION
 - a. Without waiving any defense or immunity, and subject to the Governmental Tort Claims Act, the Public Agency agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.
 - b. Without waiving any defense or immunity, and subject to the Governmental Tort Claims Act, the Department agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.
44. PRISON RAPE ELIMINATION ACT (§115.17 and §115.77)
 - a. Any sexual assault or sexual misconduct or attempted sexual assault or sexual misconduct between the Public Agency, its employees, agents, or representative and a prisoner is expressly forbidden.
 - b. In addition, by entering into this Contract with Department, Public Agency attests that no employee, agent or representative of the

Public Agency who may have direct contact with the prisoners while performing the requirements of this contract has:

- i. Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - ii. Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - iii. Been civilly or administratively adjudicated to have engaged in the activity described above. Any employee or agent of Public Agency who engages in sexual abuse will be prohibited from contact with prisoners and will be reported to law enforcement agencies and to relevant licensing bodies.
- c. Any violation of this provision will be reported to law enforcement agencies and to relevant licensing bodies and will result in the filing of criminal charges as warranted. The Department may also terminate the contract immediately when violations are found.

45. Signatures:

Department:

Approved By: _____ Date: _____
Name: _____
Title: _____

Public Agency:

Approved By: _____ Date: _____
Name: _____
Title: _____

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: F-12

2. MEETING DATE: June 6, 2018

3. TITLE: Discussion, consideration, and possible action renewing contract for maintenance and operations of public streets and mowing and maintenance of public parks and facilities with Silver Star Construction Company

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Justin Battle, Assistant City Manager

6. BACKGROUND:

The City of Mustang entered into an agreement in 2012 with Silver Star Construction for the maintenance and operations of public streets and mowing and maintenance of public parks and facilities. In 2017 the contract was extended for an additional one year term per the agreement and a CPI increase was included for FY 17/18. The current contract is set to expire on June 30, 2018. The contract may be renewed by the city and the contractor for additional 1 year terms up to a maximum of five annual extensions. Current renewal would be the second extension of the five year annual extensions.

7. FINANCIAL IMPACT: \$772,083.63

8. STAFF'S COMMENTS: Staff recommends renewal of the contract extending it to June 30, 2019. The Southwest CPI of 2.2% has been included in the total cost for the 2018/19 contract.

9. STAFF SOURCE: Justin Battles, Assistant City Manager

CONTRACT FOR
MAINTENANCE AND OPERATION OF
PUBLIC STREETS AND
MOWING AND MAINTENANCE
OF PUBLIC PARKS AND FACILITIES

BETWEEN

THE CITY OF MUSTANG/MUSTANG IMPROVEMENT
AUTHORITY, OKLAHOMA

AND

SILVER STAR CONSTRUCTION COMPANY INC.

August 21, 2012

**AGREEMENT FOR CONSTRUCTION AND MAINTENANCE
OF PUBLIC WORKS PROJECTS AND MOWING AND
MAINTENANCE OF PUBLIC PARKS AND FACILITIES**

THIS AGREEMENT is entered into as of the 21st day of August, 2012 (the "Commencement Date") by and between:

The City of Mustang, Oklahoma, a municipal corporation ("CITY"), and the Mustang Improvement Authority, a municipal trust ("MIA"), with principal addresses at 1501 N. Mustang Road, Mustang, Oklahoma 73064;

and

Silver Star Construction Company, an Oklahoma corporation, with offices located at 2401 S. Broadway, Moore, Oklahoma 73160 (hereinafter ACONTRACTOR@).

WITNESSETH:

WHEREAS, CITY owns and/or is responsible for maintaining certain roads, streets, sidewalks and public ways, and owns certain land, including public parks, baseball fields, softball fields, soccer fields, a Frisbee golf course and other areas designed for individual and team play and competition;

WHEREAS, CITY does not employ its own personnel or operate its own road and street department to repair, service, maintain or construct CITY roads, streets, sidewalks and public ways, and does not employ its own personnel to mow and maintain CITY parks, recreational fields, easements, rights-of-way, street signs, drainage ways, yards surrounding CITY buildings and facilities, and other public properties and facilities;

WHEREAS, CITY desires to utilize the services of CONTRACTOR to perform necessary repair, service, maintenance and construction work for CITY roads, streets, sidewalks and public ways, and necessary maintenance, upkeep and mowing of public parks and facilities, as well as such other services as may be requested by CITY from time to time and as provided herein;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, **IT IS HEREBY AGREED:**

ARTICLE I CONTRACTOR SCOPE OF SERVICES

From the Commencement Date and thereafter during the term of this Agreement, CONTRACTOR shall provide the following services:

1.1 Services. CONTRACTOR shall provide all qualified personnel or employ subcontractors necessary for the maintenance and operation of public street and facility projects identified in this Contract, including but not limited to: paving construction and repairs, debris removal, ice and snow removal, mowing and landscape maintenance, special events and any emergency or special projects as deemed necessary by the City of Mustang. Engineering services shall be provided by CITY's engineers, at CITY's expense, unless otherwise agreed between CITY and CONTRACTOR.

1.2 Inspection Services. CONTRACTOR shall regularly inspect all CITY street signs, traffic control devices, roads, streets, alleys and other public ways and shall use its best efforts to identify all deficiencies in such roads, streets, alleys and other public ways, including, but not limited to, potholes, fatigue cracks, blowouts, reflection cracks, sink holes, block/shrinkage cracks, rutting, raveling, slippage cracks, showing/corrugation, seam cracks, peeling, root cracks and bleeding, cracking, crazing and map cracking, low resistance to wear, scaling, pop outs, blisters, spalling, ponding and drainage, curling and warping, carbonation, freeze/thaw failure, erosion, culvert replacement, guard rail repairs, and sidewalk repairs or replacement.

1.3 Asphalt and Concrete Paving Repairs. CONTRACTOR shall provide all maintenance and construction involving any paving repairs the City wishes to repair or construct.

1.3.1 All paving construction and repairs shall be performed in a workman-like manner as prescribed by 2009 Oklahoma Department of Transportation ("ODOT") or City of Mustang specifications and/or ordinances, as amended from time to time, whichever imposes the higher quality specification, and with ODOT approved materials.

1.3.2 All paving construction or repair shall be coordinated to allow public access to businesses and residential areas. CONTRACTOR shall comply with applicable federal, state and CITY law, regulations and ordinances concerning street repairs and signage.

1.3.3 Contractor shall provide all labor and equipment necessary to install the paving. CONTRACTOR shall provide samples to meet applicable testing requirements when requested by CITY. At CITY's request, assurance testing will be conducted by an independent lab approved by CITY and at CITY's expense.

1.3.4 CONTRACTOR shall replace any asphalt or concrete that does not meet density, strength or aesthetic requirements, including the removal and total replacement costs. In the case of failing materials from sources that CITY required

CONTRACTOR to use, CONTRACTOR shall use his best efforts to force the material supplier to pay for said replacement where the failure results solely from a defect in said materials.

- 1.3.5 CONTRACTOR shall be responsible for all supplies associated with paving and repair including, but not limited to gasoline, diesel and oil. CONTRACTOR shall use its best efforts to obtain the best quality materials available that fit the budget requirements set forth by CITY. CITY shall be responsible for the cost of concrete or asphalt necessary to conduct service, maintenance, repair and construction.
- 1.3.6 CONTRACTOR will submit a purchase order and secure written authorization from the CITY for each Maintenance Cap Expense (as defined in paragraph 4.1) prior to purchasing any materials for which reimbursement by the CITY will be sought. These costs shall be billed at their actual cost to the City with no markup or handling costs. CONTRACTOR shall submit a monthly accounting to CITY summarizing all reimbursable Maintenance Cap Expenses, along with invoices. The monthly report shall be invoiced to CITY on or before the Wednesday preceding the third Tuesday of the month after which the expenses or additional services were provided, and shall be due and payable upon Council approval within seven (7) days after the third Tuesday of that month. CONTRACTOR acknowledges that its labor costs for routine, repetitive and predictive maintenance and repair activities are included in and considered a part of its annual fee, and shall not be submitted for reimbursement as a Maintenance Cap Expense.
- 1.3.7 At its option, CITY may elect to furnish paving materials from other bidders or sources such as county or state contracts.
- 1.3.8 CITY reserves the right to utilize an ODOT approved laboratory to perform Quality Assurance testing on all paving materials, as desired or needed.
- 1.3.9 Pricing for labor and equipment for paving construction and repairs shall be in accordance with the unit pricing set for in Appendix C hereto.
- 1.3.10 CONTRACTOR shall be required to submit a maintenance bond, in a form acceptable to CITY, upon completion of any paving construction or repairs completed under this Contract, which bond shall be in the amount of One Hundred Percent (100%) for one year and Ten Percent (10%) for four years thereafter. The bond amount shall be based on the total cost of the paving construction or repair. The maintenance bond must be submitted and approved by CITY prior to payment for such paving construction or repair.

1.4 Ice and Snow Removal.

- 1.4.1 CONTRACTOR shall apply salt and sand, and perform ice and snow removal, on all Section Line Roads, Emergency Routes and other streets and areas as directed by the City Manager of CITY within Mustang city limits. CONTRACTOR shall provide a minimum of one (1) motor graders, one (1) snow plow and one (1) front end loader, and a minimum of one (1) salt and sand spreader equipped with a plow to grade streets. These machines are to be staged within the municipal limits of CITY no later than four (4) hours before a storm that the National Weather Service predicts could cause an accumulation of snow or ice within the CITY's municipal limits and which would affect traffic flows as determined by the City Manager. CONTRACTOR shall operate its ice, snow and removal crew as long as necessary to ensure the removal of ice and snow from the Section Line Roads, Emergency Routes and other streets and areas designated by the City Manager of CITY.
- 1.4.2 Pricing for ice and snow removal shall be in accordance with the unit prices set forth in Appendix C. CITY shall be responsible for the cost of all salt and sand needed for street and road application.
- 1.5 Trash and Debris Removal.
- 1.5.1 Trash and debris removal consists of labor, equipment and trucks necessary to remove trash and debris from public property and rights-of-way and easements on a 24 hour, 7 day a week schedule, as needed. This shall include removal of trash and debris from public rights-of-way and easements following storms and/or floods, and removal of debris as a result of service, repair, maintenance or construction required under the terms of this Agreement.
- 1.5.2 Unless otherwise directed by the CITY, CONTRACTOR shall dispose of trash and debris in compliance with all federal, state and local laws and regulations, including but not limited to Oklahoma Department of Environmental Quality ("ODEQ") regulations, and in disposal sites contracted with CITY. CITY shall be responsible for payment of disposal, landfill, incineration or tipping fill fees related to CITY trash and debris.
- 1.5.3 CONTRACTOR will coordinate the removal and disposal of "Hazardous Waste" with CITY. Hazardous Waste as used herein means including any chemical, compound, mixture, substance or article, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law. If CONTRACTOR should encounter any of these wastes during the normal performance of this Agreement, CONTRACTOR will notify CITY and coordinate with CITY the removal and disposal of such waste, at CITY's expense.
- 1.5.4 In response to certain emergencies, CITY may be required or desire to conduct competitive bidding to comply with federal or state emergency response reimbursement guidelines. CITY reserves the right to submit proposals for

competitive bidding, and to use the services of third party providers, at CITY's sole discretion.

- 1.5.5 Pricing for Trash and Debris removal shall be in accordance with the unit prices set forth in Appendix C.

1.6 [Intentionally omitted.]

- 1.7 Mowing and Landscape Maintenance. All landscape maintenance shall meet the following requirements and the schedule found in Appendix A:

1.7.1 CONTRACTOR shall perform all mowing and landscape maintenance of CITY properties and parks set forth on Appendix B attached hereto.

1.7.2 CONTRACTOR shall maintain all properties in a groomed, mowed and edged state that is acceptable to the CITY, in CITY's sole discretion. CONTRACTOR shall keep a schedule of mowing and landscape maintenance performed. If requested by CITY, CONTRACTOR shall make such schedule immediately available to CITY.

1.7.3 CONTRACTOR shall provide equipment, materials and supplies including, but not limited to mowers, weed eaters, lawn edgers, gasoline and diesel fuel and oil. CITY will provide chemicals, fertilizers, herbicides, grass, shrubs, trees, flowers and any other materials needed to perform landscape maintenance services hereunder. CONTRACTOR shall, on a periodic basis, provide CITY with a list of supplies needed for timely performance of maintenance landscape services.

1.7.4 Specific mowing and landscaping requirements for each property are as set forth below:

- Mowing: Mowing will begin in early spring (as directed by the Parks Director) and end in late fall (as directed by the Parks Director). During peak growing season properties shall be mowed 1-2 times per week (as directed by the Parks Director). All mowing residue will be picked up, removed from the site and disposed of by CONTRACTOR.
- Edging and weed eating: Edging will be clean and straight. Edging will take place around curbs, sidewalks, and other public passages and ways. CONTRACTOR shall weed-eat around buildings, lights, fencing, and other areas as described in the initial property visit. Sidewalks and curbs shall be blown clean; provided, CONTRACTOR shall comply with CITY ordinances applicable to discharge of grass or other landscaping debris into CITY drainage facilities.
- Trees: Trees will be maintained and trimmed during the year for proper growth as directed by the Parks Director or City Manager. Tree wells should be reformed and maintained (including grass). Trees shall be mulched, as needed.

- Shrubs: Shrubs shall be trimmed and maintained every other week (as needed). During the growing season CONTRACTOR shall ensure that shrubs are neat and clean looking.
 - Flowerbeds: Weeds and trash shall be removed each week (year round). Fill mulch as needed during the year. Planted and replaced if needed.
 - Sprinklers: Sprinkler heads should be adjusted and kept clear. Any damaged or inoperable sprinkler heads shall be reported to the Parks Director and repaired or replaced, as necessary, at CITY's expense. Running time for sprinklers shall be approved by CITY.
 - Trash Removal: Trash will be removed and CITY facilities kept clean throughout the year on a weekly basis.
 - Leaves: All leaves will be picked up as needed.
 - Weed Control: Pre-emergent will be applied and Post-emergent applied, as requested by the Parks Director.
 - Fertilizer: Fertilizer will be put down during the months of March, May and September in granular form as directed by the Parks Director.
 - Aerification: Aerification shall occur during the spring and fall. Areas will be over-seeded if requested by CITY.
 - Curbs & Gutters: Curbs should be kept clean and free of trash and debris. Gutters shall be cleaned weekly (as needed).
- 1.7.5 CONTRACTOR shall mow and maintain CITY rights-of-way, drainage areas, easements and other areas designated by the City Manager of CITY. CONTRACTOR shall effect repairs or replacement of CITY traffic signage located in CITY rights-of-way or easements. Material costs for effecting repairs or replacement shall be considered a Maintenance Cap Expense as defined in paragraph 4.1.

- 1.8 Special Events. CONTRACTOR shall provide personnel and equipment, as needed, for the following special projects and events: Western Days, hanging of holiday and event decorations, Mustang Car Show and Fourth of July celebration. Additional crew, deemed necessary and approved by CITY, shall be compensated at the rate specified in Article VII.

ARTICLE II MINIMUM STAFFING

- 2.1 Dedicated Crew. CONTRACTOR shall provide a dedicated crew for performance of this Agreement, which crew shall be based within the city limits of CITY. CONTRACTOR will be responsible for wages (including overtime), worker's compensation insurance, and the cost of all other benefits provided to its employees. The crew members will at all

times be employees of CONTRACTOR and shall not be nor hold themselves out as employees of CITY for any purpose. CONTRACTOR agrees to complete the services to be provided under this Agreement in a conscientious and workman-like manner. CONTRACTOR, upon written notification from CITY, will replace any CONTRACTOR employee that does not discharge their duties to the satisfaction of the CITY.

- 2.2 Composition of Dedicated Crew. The dedicated crew will consist of nine (9) personnel that are fully experienced in the construction of streets and public works projects and equipment usage, including one (1) Project Manager, one (1) Full-Time Foreman, five (5) Full-Time Employees (Base Crew), and two (2) Full-Time Parks Employees.

2.2.1 One (1) Project Manager. Project Manager shall act as the manager of all projects and operations within the Scope of Services under this Agreement. The Project Manager is not required to be stationed within the city limits of CITY at all times, but must be available to make financial and project decisions, visit project sites and conduct business at any time deemed necessary.

2.2.2 One (1) Full-Time Foreman. Foreman will oversee all maintenance and construction projects on a daily basis. Foreman must be stationed in the City at all times and available to manage crews, conduct business and make decisions regarding any maintenance or construction. Foreman must be available at all times in case of emergency repair or construction. Foreman shall report directly to Project Manager for approvals, financial decisions or guidance. Foreman shall be responsible for determining what maintenance and construction needs to be performed on a daily basis and oversee assignment of tasks to subordinate employees. Foreman shall work solely on projects for CITY and is not permitted to work on any other projects including, but not limited to those being performed by CONTRACTOR. Foreman shall be properly trained and licensed to operate any equipment, machinery or vehicles associated with maintenance or construction being directly performed by CONTRACTOR. Proof of training or licensure is required at the time of contract award. If specific licensure is required for a special project not mentioned in this document, licensure must be obtained prior to the beginning of the project.

2.2.3 Five (5) Full-Time Employees (Base Crew). Base Crew will perform all repair, service, maintenance, construction and other services within the Scope of Services in this Agreement. Base Crew shall be stationed in the city limits of CITY at all times and shall be available at all times in any case of emergency repair or construction. Base Crew will report directly to the Foreman and shall work under the guidance and when deemed necessary, under the supervision of the Foreman. Base Crew will work solely performing services for CITY under this Agreement and are not permitted to work on any other projects including, but not limited to, those being performed by the CONTRACTOR. Base Crew shall be properly trained and licensed to operate any equipment, machinery or vehicles associated with services being directly performed by such employee. Proof of training or licensure is required at the time of contract award. If specific licensure is required for a special project not specifically identified in this Agreement, licensure must be obtained prior to the beginning of the project.

- 2.2.4 Two (2) Full-Time Parks Employees. Parks Employees shall perform all mowing and landscape maintenance required on CITY parks. Mowing and landscape maintenance requirements are set forth in paragraph 1.7, Scope of Specific Services, of this Agreement. Parks Employees shall report directly to the Foreman and shall work under the guidance and, when deemed necessary, under the supervision of the Foreman. Parks Employees may be required to work alongside Base Crew on any repair, service, maintenance, construction and other projects when deemed necessary by the Foreman and/or Project Manager at no additional cost to the City. Parks Employees shall work solely performing services for CITY under this Agreement and are not permitted to work on any other projects, including, but not limited to, those being performed by CONTRACTOR.
- 2.3 Employees On-Call. CONTRACTOR's employees dedicated for provision of services under this Agreement shall be on call 24 hours per day as needed to respond to emergency situations, including but not limited to emergency repairs, accident clean-ups, water line or sewer line breaks, and other unforeseen circumstances. Any overtime pay will be the responsibility of CONTRACTOR and be included in the Base Rate to be paid to CONTRACTOR as provided in this Agreement.
- 2.4 Additional Crew. CONTRACTOR shall provide additional temporary employees as deemed necessary by CITY to respond to emergency conditions, unforeseen circumstances or special projects, upon prior approval by City Manager. CONTRACTOR shall be compensated for the provision of additional employees as provided in Article VII of this Agreement.
- 2.5 Employee Requirements. In addition to requirements contained elsewhere in this Agreement, CONTRACTOR employees will meet the following requirements:
- 2.5.1 CONTRACTOR shall submit resumes of the proposed Project Manager and Foreman, and a brief description of any employees for the Base Crew and Parks Employees to be used by CONTRACTOR. If CONTRACTOR has a licensed engineer on staff or a contractual agreement for services with an engineering firm, CONTRACTOR will submit qualifications of such engineer.
- 2.5.2 CONTRACTOR employees should be highly skilled and capable. CONTRACTOR will conduct pre-employment, random and post-accident drug screens of employees dedicated to providing services under this Agreement. CONTRACTOR will conduct a background check to determine whether such employees have felony or sex crimes convictions and are legal citizens of resident status. CONTRACTOR shall not assign any persons to provide services for CITY who has been convicted of a felony or a sex crime. CONTRACTOR employees shall speak English fluently. CONTRACTOR will remove and replace any employee that does not perform to the satisfaction of CITY.
- 2.5.3 Two Base Crew employees shall be capable of responding within twenty (20) minutes to an emergency service request. Other CONTRACTOR employees dedicated to providing services hereunder shall be able to respond and be on site within one (1) hour.

ARTICLE III EQUIPMENT AND MATERIALS

3.1 Vehicles and Equipment provided by CONTRACTOR. CONTRACTOR shall provide all vehicles, equipment and rolling stock to be used in the performance of this Agreement in sufficient number to allow CONTRACTOR to perform all duties in the field under this Agreement at the same time.

3.1.1 The provision of the vehicles, equipment and rolling stock identified below (the "Core Equipment") shall be provided by CONTRACTOR and included within the Annual Compensation to be paid to CONTRACTOR under this Agreement, and shall be based within the city limits of CITY during the period of contract performance:

1. One (1) Foreman truck;
2. Two (2) Base Crew trucks;
3. One (1) Parks Employee truck;
4. One (1) trailer capable of moving a backhoe;
5. Backhoe (Case 590 or equal)
6. Dump truck (12-14 cubic yard, tandem axle)
7. Skid steer loader (Bobcat 853 or equal)

3.1.2 CONTRACTOR shall provide the vehicles, equipment and rolling stock set forth in this paragraph as needed for performance of services required in this Agreement. The vehicles, equipment and rolling stock listed below (the "Extra Equipment") need not be based within the city limits of CITY, but must be sufficiently accessible to allow CONTRACTOR to obtain and use such equipment within a reasonable time. CITY shall pay CONTRACTOR the rates set forth in Appendix C for each hour or portion thereof that such equipment is used by CONTRACTOR on CITY projects. If the Extra Equipment requires an additional person to operate, CITY shall pay CONTRACTOR the rate set forth on Schedule C for such operator. The following shall be the Extra Equipment:

1. Pneumatic Roller (minimum weight 18,000 lbs., 9 tires for asphalt finishing)
2. Road Grader (CAT 132G or equal equipped with a 14 foot blade and a ripper attachment)
3. Front end loader (3 cubic yard with rubber tires, Cat 950 or equal)
4. Soil compactor (self-propelled, vibratory pad foot, 84" drum width)
5. Water truck (3,000 gallon tandem axle with pressure spray system)
6. Dump truck (12-14 cubic yard, tandem axle)
7. Semi-trailer end dumps (25 cubic yard, demolition)
8. Track mounted backhoe (weight class 90,000 lbs.)

9. Track mounted backhoe (weight class 60,000 lbs.)
10. Scrapers (613 Cat or equal)
11. Skid steer loader (Bobcat 853 or equal, with bucket, broom and milling attachment)
12. Road reclaimer (Bomag MPH 100R or equal)
13. CMI RS 500 or equal
14. Backhoe/mini track-hoe (Case 580K or equal)
15. Street sweeper (truck mounted vacuum type, with gutter brooms and water system for dust control)
16. Bulldozer (Cat D-7 or equal)
17. Bulldozer (Cat D-6 or equal)
18. Bulldozer (Cat D-3 or equal)
19. Milling machine (CMI PR800-7 or equal, minimum profiling width 7 feet, self loading)
20. Tractor loader/box blade (Case 580 LL or equal)
21. Salt and sand distribution truck (15 ton capacity)
22. Tractor mower (bat-wing configuration, 90 hp minimum)
23. Asphalt paver (minimum weight 34,000 lbs., paving width 10 to 18 feet, with automatic grade and slope controls)
24. Asphalt roller (minimum weight 30,000 lbs., double drum vibratory type)
25. Extra crew trucks as needed

3.2 Tools and supplies. CONTRACTOR shall provide its own office equipment, safety equipment, tools, communication equipment, maintenance equipment, vehicles, mechanical equipment and manually operated equipment. CONTRACTOR shall be equipped with adequate hand and power tools to perform all matters within the Scope of Services under this Agreement, and shall be responsible for vehicle supplies, vehicle accessories, office supplies, duplicating and photo supplies, medical supplies, clothing and uniforms and any equipment associated with the maintenance and construction of tasks within the Scope of Services under this Agreement, including, but not limited to, equipment rentals, legal fees, registrations, telephone, courier service, dues, subscriptions, postage and freight charges, advertising, printing and binding, insurance and other professional services.

3.3 Use of CITY-owned equipment. CONTRACTOR employees may, at times, operate equipment that is owned or leased by CITY, with prior approval of City Manager. In the case of motor vehicles, employees shall have all applicable licenses, be in good standing with and not suspended by the Department of Motor Vehicles, and shall not have received citations for DUI or DWI or an excessive number of traffic tickets. CONTRACTOR will

exercise reasonable care and ordinary prudence while in control of CITY equipment.

- 3.3.1 CONTRACTOR will perform routine maintenance and service work on CITY-owned equipment as specified in the manufacturer's specifications. CITY will provide necessary parts and supplies for performance of such routine maintenance and service.
 - 3.3.2 CONTRACTOR will protect CITY equipment and use it only for its intended purpose, and shall be responsible for any damages or injury resulting from CONTRACTOR's use of such equipment. CONTRACTOR will not be responsible for normal wear and tear to CITY equipment.
 - 3.3.3 CITY will maintain for its own benefit physical damage insurance on its equipment in the case of loss, including, but not limiting to, vandalism, theft, fire, collision, or natural disaster. CONTRACTOR will maintain general liability insurance on CITY equipment while such equipment is being used by CONTRACTOR. The CONTRACTOR will provide CITY with a certificate of insurance naming CITY as an additional insured.
 - 3.3.4 CONTRACTOR will indemnify and hold CITY harmless for any loss, injury, damage or claim arising out of CONTRACTOR's use of equipment owned by CITY.
- 3.4 Condition of CONTRACTOR equipment. Equipment provided by CONTRACTOR shall be in good operating condition and repair at all times. In event any Core Equipment or Extra Equipment is not operable and is needed for providing services under this Agreement, CONTRACTOR shall provide replacement equipment until the Core Equipment or Extra Equipment is returned to good operating condition.

ARTICLE IV MAINTENANCE CAP, COMPENSATION AND PAYMENT

- 4.1 Maintenance Cap Expenses. CONTRACTOR shall perform all services required under this Agreement at CONTRACTOR's cost and expense, including those costs reimbursable by CITY as provided in paragraphs 1.3.6, 1.4.2, 1.5.2, 1.7.3, 1.7.5 and 1.8 of this Agreement (collectively, the "Maintenance Cap Expenses"); provided, that CONTRACTOR shall submit a purchase order and secure prior written approval of CITY for each Maintenance Cap Expenses for which reimbursement will be sought by CONTRACTOR, which approval shall not be unreasonably withheld. CONTRACTOR shall submit a monthly accounting to CITY summarizing all reimbursable Maintenance Cap Expenses, along with the invoice required under paragraph 4.1.1. CONTRACTOR acknowledges that its labor costs for routine, repetitive and predictive maintenance and repair activities are included in and considered a part of its Annual Fee, and shall not be submitted for reimbursement as a Maintenance Cap Expense.
- 4.1.1 A purchase will not qualify for reimbursement as a Maintenance Cap Expense unless the total cost of the anticipated purchase does not exceed the minimum amount necessary to and does not otherwise require competitive bidding, or the CITY has found that an emergency or other condition exists such that competitive bidding does not apply.

- 4.2 Payments to CONTRACTOR. CONTRACTOR shall prepare an invoice in a format acceptable to CITY and submit the invoice to CITY either on or before (i) the 1st day of the calendar month in the month during which the services are being performed, or (ii) the Wednesday preceding the first Tuesday of the month before the month during which the services are being performed, whichever earlier occurs. The compensation to be paid by CITY to CONTRACTOR shall be made as follows:
- 4.2.1 Annual Fee. CONTRACTOR's compensation under this Agreement shall consist of an Annual Fee for services within the Scope of Service. CONTRACTOR's Annual Fee is Seven Hundred Twenty-Five Thousand Nine Hundred and Seventy-Five and No/100 Dollars (\$725,925.00), which shall be paid one-twelfth (1/12) per month upon approval of Council, *or pro rata for a portion of a month.* 
- 4.2.2 Approved Maintenance Cap Expenses. Amounts due by CITY to CONTRACTOR to reimburse expenses or compensate for additional services during a month, as provided in paragraphs 1.3.6, 1.4.2, 1.5.2, 1.7.3, 1.7.5, 1.8 and 4.1 shall be invoiced to CITY on or before the Wednesday preceding the Third Tuesday of the month after which the expenses or additional services were provided, and shall be due and payable upon Council approval within seven (7) days after the third Tuesday of that month.
- 4.2.3 Other Compensation. All other compensation to CONTRACTOR is due upon receipt of CONTRACTOR's invoice and maintenance bond, where applicable, and payable upon Council approval within thirty (30) days.
- 4.2.4 Change in Scope of Service. Any compensation due from CITY to CONTRACTOR as a result of the change in the Scope of Services to be provided by CONTRACTOR to CITY shall be calculated and paid as provided in Article VII, below.
- 4.3 Invoices. Upon review and approval of CONTRACTOR'S invoice by CITY staff, the invoice shall be placed on City Council agenda for approval for payment. CITY shall pay for services promptly after approval by City Council.

ARTICLE V CONTRACT TERM AND EXTENSION OF TERM

- 5.1 Contract Term. The term of this Agreement will commence on August 21, 2012 and shall continue for a period of four (4) years and eleven months, ending on June 30, 2017. A contract year shall commence on July 1 of any year and end on June 30 of the following year ("Contract Year"). 
- 5.2 Renewal. This Agreement may be renewed by CITY and CONTRACTOR for additional one (1) year terms upon the same terms and conditions as set forth herein, up to a maximum of five (5) annual extensions, by executing a written renewal agreement not less than ninety (90) days prior to the end of the then Contract Year. In event this Agreement is extended, the Base Compensation (as defined in this Agreement) to CONTRACTOR shall be increased or decreased by a percentage equal to the U.S. Labor

Department's U.S. City Average for the Southwest Region CPI for the immediately preceeding calendar year.

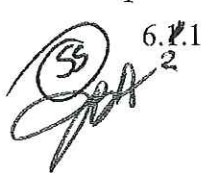
- 5.3 This Agreement may be terminated by either party upon written notice being delivered to the other party one hundred and twenty (120) days prior to the date of requested termination. CONTRACTOR shall complete any projects currently being performed by the CONTRACTOR, unless otherwise directed by the City, and shall be compensated therefore as provided under this Agreement.
- 5.4 Appropriation of funds. Payments to be made by CITY and any indebtedness under this Agreement are subject to annual budgeting and appropriation by the Mustang City Council or the Mustang Improvement Authority pursuant to state law.

ARTICLE VI BONDS AND INSURANCE

6.1 Insurance. CONTRACTOR shall obtain and maintain throughout the term of this contract the insurance coverage in the types and amounts set forth below. CONTRACTOR shall provide a certificate of insurance to CITY, and shall cause CITY to be named as an additional insured under CONTRACTOR's policy (except for worker's compensation insurance). CONTRACTOR's insurance provided hereunder shall be primary. CONTRACTOR shall waive subrogation. CONTRACTOR's policies of insurance shall provide a minimum thirty (30) days notice to CITY prior to any material change in policy terms or any cancellation or termination of any coverage.

- 6.1.1 Employer liability insurance in the minimum amount of \$1,000,000.00 and such worker's compensation as required by the laws of the State of Oklahoma.
- 6.1.2 Comprehensive general public liability coverage with a minimum of \$2,000,000 per person and \$4,000,000.00 per accident for bodily injury or death and \$4,000,000.00 for property damage
- 6.1.3 Comprehensive Automobile Liability insurance, insuring owned, non-owned and hired vehicles, including vehicles owned by OWNER and operated by CONTRACTOR under this Agreement, in an amount not less than \$1,000,000.00 per person and \$1,000,000.00 per accident for bodily injury or death and \$175,000.00 for property damage.

6.2 Bonds. CONTRACTOR shall provide a statutory, a performance and maintenance bonds for improvements as follows:

-  6.2.1 A statutory bond with good and sufficient sureties payable to the state, or an irrevocable letter of credit, containing terms the Department of Central Services prescribes, to be issued for the benefit of the state by a financial institution insured by the Federal Deposit Insurance Corporation in a sum not less than the total sum of the contract, to ensure the proper and prompt completion of the work in accordance with the contract and to ensure that CONTRACTOR shall pay all indebtedness CONTRACTOR incurs for the CONTRACTOR's subcontractors and all suppliers of labor, material, rental of machinery or equipment, and repair

of and parts for equipment the contract requires the CONTRACTOR to furnish. (61 O.S. ' ' 1 and 113.)

DBA 2
6.2.2
SS

A bond with good and sufficient sureties in a sum equal to the contract price or an irrevocable letter of credit containing terms as prescribed by the Division issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation for the benefit of the state, on behalf of the awarding public agency, in a sum equal to the contract price, to protect the awarding public agency against defective workmanship and materials for a period of one (1) year after acceptance of the project. (61 O.S. ' 113.)

DBA 2
6.2.3
SS

A performance, payment and guarantee bond with good and sufficient sureties for the benefit of the CITY in the form attached hereto and in an amount equal to CONTRACTOR's Annual Fee under this Agreement to protect the CITY for non-performance of this Agreement by CONTRACTOR.

DBA 2
6.2.4
SS

A bond in a sum equal to the Annual Fee set forth in paragraph 4.2.1 for the benefit of the state on behalf of CITY, to protect CITY against defective workmanship and materials for a period of one (1) year after acceptance of completed paving construction and repairs. The bond required by this paragraph shall be renewed annually, and may be combined with the bond required by paragraph 1.3.10 for completed repairs. The amount of the bond shall be adjusted annually, it being the intention of the parties that the bond amount be equal to the actual amount paid for paving construction and repairs and the anticipated amount for the following year.

DBA \$

ARTICLE VII CHANGE IN SCOPE OF SERVICE

CONTRACTOR agrees to provide additional personnel and materials as needed, for larger, special, or emergency projects not otherwise included within the Scope of Services under Article I of this Agreement as deemed necessary by the CITY. CONTRACTOR will be compensated for the cost of additional personnel at the rates set forth on Schedule C hereto. Should CONTRACTOR be required to use subcontractors for special projects not included within the Scope of Services, CONTRACTOR will be allowed a ten percent (10%) markup for supervision, profit, and overhead. Additional materials or equipment and the use of subcontractors to complete projects that do not fall within the Scope of Services under this Agreement must be approved by CITY prior to work beginning and shall apply only if (a) the total cost of the anticipated subcontractor work does not exceed the minimum amount necessary to require competitive bidding, or (b) the City has found that an emergency or other condition exists such that competitive bidding does not apply.

ARTICLE VIII INDEMNITY, LIABILITY AND PENALTY

8.1 Indemnification by CONTRACTOR. CONTRACTOR will indemnify and hold CITY harmless from any liability or damages for bodily injury, including death, which may arise from CONTRACTOR's negligence or willful misconduct under this Agreement.

- 8.2 Mechanic's and Materialman's Liens. CONTRACTOR shall indemnify and hold CITY harmless from and against all mechanic's and materialman's liens which may be filed on any property owned by CITY as a result of CONTRACTOR'S performance under this Agreement. CONTRACTOR shall cause any such lien to be discharged of record through bonding or otherwise within thirty (30) days of the date of filing of such lien of record.
- 8.3 Survival of Indemnification. Indemnity agreements provided for in this Agreement shall survive the termination of the Agreement, for the period of time allowed by the applicable statute of limitation during which the claim creating the indemnity obligation may be filed with a court of competent jurisdiction.
- 8.5 CONTRACTOR Liability for Civil Penalties. CONTRACTOR shall be liable for those fines or civil penalties imposed by a regulatory or enforcement agency for violations occurring on or after the effective date of this Agreement that are a result of CONTRACTOR's acts or failures to act. CITY will assist CONTRACTOR in contesting any such fines in administrative and/or court proceedings prior to any payment by CONTRACTOR. CONTRACTOR shall pay the cost of any such contest.
- 8.6 CITY Liability for Civil Penalties. CITY shall be liable for those fines or civil penalties imposed by any regulatory or enforcement agencies on CITY and/or CONTRACTOR that are not required to be borne by CONTRACTOR as set forth in paragraph 8.5.

ARTICLE IX GENERAL PROVISIONS

- 9.1 Ownership of Properties. All roads, streets, sidewalks and public ways, and all land, parks, buildings, facilities, easements, licenses, rights-of-way and related property and equipment presently or hereinafter acquired or owned by CITY shall remain the exclusive property of CITY, unless specifically provided for otherwise in this Agreement.
- 9.2 Governing Law. This Agreement shall be governed by and interpreted in accordance with the Laws of the State of Oklahoma. The parties agree that venue for any legal action relating to or arising out of this Agreement shall lie in the District Court in and for Canadian County, State of Oklahoma.
- 9.3 Binding Effect and Assignment. Neither party may assign this Agreement without the prior written consent of the other party. Any transfer or assignment by either CONTRACTOR or CITY of this Agreement shall be null and void unless authorized by the other party in writing prior to any assignment. This Agreement shall be binding on each of the parties' successors and assigns.
- 9.4 Notices. All notices shall be in writing and transmitted to the parties at the addresses set forth below. All notices shall be deemed effective and given (a) when delivered, if delivered personally or by courier mail service, *i.e.*, Federal Express or United Parcel

Service; or (b) three (3) days after such notice has been deposited in the United States mail, postage prepaid, if mailed by certified mail, return receipt requested; or (c) when received by the party to which notice is directed, if given in any manner other than as set forth in (a) and (b), above. The addresses for notice are:

If to CONTRACTOR, at:

Mr. Steve Shawn
Silver Star Construction Company Inc.
2401 S. Broadway
Moore, Oklahoma 73160

With a copy to:

Neil McGuffee PC
209 SW 89th, Ste F
Oklahoma City, OK 73139-8521

If to CITY, at:

Michael Rutledge, City Manager
City of Mustang
1501 N. Mustang Road
Mustang, Oklahoma 73064

With a copy to:

Jonathan E. Miller, City Attorney
Wheatley, Segler, Osby & Miller, LLC
501 West Main Street
Yukon, Oklahoma 73099

The parties may change the persons to receive notice by providing written notice to the other party of such change, and providing the name and address of the replacement person designated to receive notice.

- 9.5 Entire Agreement. This Agreement, including the Appendices attached hereto, sets forth the entire and complete understanding between the parties as of the date of this Agreement and supersedes any and all agreements and representations made or dated prior hereto. This Agreement may be modified only by a written agreement signed by both parties.
- 9.6 Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

- 9.7 Independent Contractor. It is understood that the relationship of CONTRACTOR to CITY is that of independent CONTRACTOR. Neither CONTRACTOR nor its officers, agents or employees shall at any time identify themselves or in any way represent themselves as being employees or agents of CITY. Neither party, one to the other, shall be considered a consumer nor a merchant pursuant to any consumer or trade practice, law or regulation, and the parties specifically agree that the application of any such laws or regulations to the terms and conditions herein is inappropriate. The services provided under this Agreement are of a professional nature and shall be performed in accordance with good and accepted industry practices for contract operators similarly situated.
- 9.8 Compliance with Laws. CONTRACTOR shall have and obtain all necessary licenses, permits and other authorizations or similar rights from any governmental federal, state or local authority necessary to perform the services contemplated by this Agreement, and shall satisfy and comply with all applicable federal, state and local laws, regulations and ordinances applicable to the services to be performed by CONTRACTOR hereunder.
- 9.9 Use of Third Party Services. CITY must operate in compliance with various federal and state laws governing its requirement for soliciting and obtaining competitive bids for projects, including projects that might otherwise fall within the Scope of Services under this Agreement. CITY will utilize CONTRACTOR's services solely at the discretion of CITY and CITY reserves the right to use the services of other contractors for any special projects.
- 9.10 Enforcement of Agreement. If any litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which are directly attributed to such litigation, in addition to any other relief to which it may be entitled.
- 9.11 Force Majeure. Neither party shall be liable for its failure to perform its obligations under this Agreement, if such failure is due to any unforeseen circumstances beyond its reasonable anticipation and control. However, this Section may not be used by either party to avoid, delay or otherwise affect any payments due to the other party.
- 9.12 Equal Opportunity Requirements. CONTRACTOR, in the performance of all services, will not discriminate on grounds of race, creed, color, religion, national origin, age, sex or disability in employment practices in the selection or retention of subcontractors or in the procurement of materials and rentals of equipment.
- 9.13 Record Keeping. CONTRACTOR shall maintain all records, invoices, documents and data concerning the performance of this Agreement for a period of five (5) years following the performance or termination of this Agreement in a format acceptable to, and approved by, CITY. CITY may inspect and copy all such records, invoices, documents and data during normal business hours. CONTRACTOR will make all documents available to third parties to the extent required by the Oklahoma Open Records Act, 51 O.S. §24A.1, et seq.

- 9.15 Severability. If the laws of the State of Oklahoma should be construed or amended so as to make any material portion of this Agreement invalid, thereby frustrating the ability of either party to adequately perform the material terms and conditions of this Agreement, then this Agreement shall terminate upon written notice to the other party, unless the parties shall mutually agree in writing that the scope of services can be performed pursuant to those portions of the Agreement not affected by the legal determination.
- 9.16 No Additional Rights. Nothing in this Agreement shall be construed to create in any third party or in favor of any third party any right(s), license(s), power(s) or privilege(s).
- 9.17 No Waiver of Immunity. Notwithstanding anything herein to the contrary, including provisions relating to required insurance coverage, CITY does not intend to waive or limit, in any manner or purpose, any claim or sovereign immunity or the protections and limitations of the Governmental Tort Claim Act, 51 Okla. Stat. §151, *et seq.*

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Appendix A, Landscape Maintenance Schedule

Number	Litter Control
1	Litter around Parks and the facility checked weekly
2	Containers will be emptied in parks when 1/2 full or if scent is a nuisance
3	Cigarette butts will be picked up from sidewalks and beds weekly
4	Curbs will be cleaned and blown
5	Picnic tables cleaned (sprayed)

Number	Turf Maintenance
1	Trash will be removed prior to mowing
2	Trimming turf around trees, shrubs, mulched areas, buildings, signs, fences, curbs, etc. will be performed each week
3	Mowing will be every 7-10 days during peak season (April 15 - Oct. 15)
4	Mowing will be as needed (per Director's request) during off-season
5	Mowing height will be adjusted to Director's request. Height will fall within 1 1/2" - 3" based on growing conditions in area.
6	Some areas may require two mowings per week, certain conditions may warrant certain times
7	Irrigation will take place and be controlled by the Director
8	Weed control will be performed to maintain the turf with few or no weeds. Pre-emergent (Killer & Pre-emergent in Parks)(Jan. 15 - March 1); Post-emergent (Oct. 15 - Nov. 15) Additional weed applications may be needed during summer months.
9	Park Land will only need Pre-emergent, unless requested otherwise by the Director
10	Fertilization will take place between June 15th - July 1st. Application rate of nitrogen will be 1 lb/1000 sq. ft. (Fertilize only Town Center, unless requested by Director for other park areas) (Additional fertilizer may be requested for Park areas)
11	Fertilizer will be removed from the sidewalks the day of application
12	Mowing will not be bagged
13	Mowing will be performed by a finish-mower
14	Leaf litter will be mulched by mowers as needed throughout the fall and winter months (concentrations of leaves can kill or damage turf)
15	Aeration of turf areas (Town Center only unless requested by Director) will take place every year in high traffic or high priority areas. (April and September)
16	Clippings will be removed from all paved surfaces the day of mowing (including curbs)
17	Sidewalks, streets and driveways shall be edged monthly or as needed (Town Center only, unless Director request) Weed-eaters may be used in Park areas.
18	Weed-eat around fences, playgrounds, buildings, etc. weekly or as needed. (Parks and Town Center)

Number	Tree Maintenance
1	Tree limbs shall be removed to a height of 7 ft over sidewalks and 14 ft over parking lots. Limbs will be removed from around area lights to prevent diminished light.
2	Young trees will receive annual pruning
3	No tree should be removed without the Director's permission
4	Removal of dead or badly damaged trees will take place in a manner that observes all safety practices
5	Pruning of shrubs will be performed to retain their natural shape
6	Weeding of flowerbeds and shrubs beds will be done to prevent infestation of weeds
7	Mulching of beds, trees and shrubs as needed (request by the Director)

Number	Playground/Pavilion Maintenance
1	Playground equipment shall be checked each month for damage, safety and general wear/tear
2	Grass and weeds shall be mowed, cut and/or sprayed each month as needed
3	Pavilions shall be checked and cleaned each week (grass & clippings should be blown out)
4	Picnic tables shall be checked for damage or repair each month
5	All areas shall be checked for graffiti (clean as needed)
6	Fencing shall be checked for damage or repair each month

Number	Weekly Landscape Maintenance Check-List (Check each item weekly)
1	Mow and edge lawns as needed
2	Remove litter and leaves from plants, beds, buildings, fences, and sidewalks
3	Smooth mulch as needed
4	Check plants for stress or disease. Replace plants as needed (Director request and expense)
5	Sweep or blow clean all walkways, curbs and pavilions
6	Hand water (or activate sprinkler system) areas of stress
7	Check irrigation system (report any damage or problems)
8	Check for any park damage

Number	Monthly Maintenance Check-List (Check each item monthly)
January	Prune trees as needed, clean parking lot, check all Park playground equipment and pavilions
February	Apply pre-emergent
March	Flush out irrigation system
April	Apply fertilizer; begin mowing as needed
May	Weed control; aeration
June	Prune trees and shrubs as needed
July	Weed beds; check for growth problems
August	Apply fertilizer to irrigated areas, including new trees and shrubs
September	Over-seed (as requested); aeration
October	Winterize irrigation; check pavilions and playground equipment
November	Check all plants and shrubs; mulch as needed
December	Prune trees

Appendix B, City Parks and Facilities

Facility	Approximate Acreage
Centennial Park	7.5
Curtis Park	1.5
Dowden Park	2
Elliot Park	3
Heights Park	2
Meadows Park	10
Old City Park	3.5
Wild Horse Park	158
Bradshaw	0.25
Westchester	0.5
Forest	3
Meadowbrooks	8
Branches	5
Twinbrook	4.75
Plantation	5
Police Station	1.5
City Rights-of-Ways and Drainage Areas	As deemed necessary by the City Manager

Appendix C, Service Cost Schedule

C1. BASE PROPOSAL

Provide the personnel and services outlined within the RFP.
(Amount to be billed in 12 monthly payments after services are provided)

\$725,925.00
(Amount per year)

C2. UNIT PRICING

LABOR RATES (Hourly, for manpower in excess of Base Ccrew)

Senior Project Manager. Works with City staff and engineers to plan and budget projects. This person will attend regular meetings with the City staff and address the City Council at scheduled meetings as necessary.	\$ 48.85
Project Superintendent Project supervision on site Liaison with city / (operates equipment. as needed)	\$ 35.85
Equipment operator: Dozer, loader, grader, (Specialized or fine grade type operators, CDL drivers)	\$ 24.15
Laborer: supplied with work crew, cost per hour. (manual labor , pick up trash, cutting weeds, shoveling dirt, traffic control, etc.)	\$ 20.60

Material Specifications for paving construction and repairs

All paving construction and repairs shall be performed in a workman-like manner as prescribed by 2009 Oklahoma Department of Transportation ("ODOT") or City of Mustang specifications and/or ordinances, as amended from time to time, whichever imposes the higher quality specification, and with ODOT approved materials:

Asphalt	Type S3 ODOT approved (PG 64-22 oil with less than 25% RAP)
	Type S4 ODOT approved (Insoluble mix, PG 64-22 oil)
	All asphalt binder will be subject to the ODOT Special Provision 109.12, included after the bid schedule.
Concrete	3500 lb Ready mix concrete ODOT approved High early strength

The following unit pricing will include all equipment, materials and labor required to perform the construction or repair activities, unless otherwise specified.

Asphalt Paving Construction and Repairs

Labor and equipment only. For installation of asphalt pavements

	(per ton)
100 tons per day minimum	\$ 50.05
101 to 200 tons per day	\$ 34.05
201 to 400 tons per day	\$ 18.25
401 to 700 tons per day	\$ 10.90
701 tons and over per day	\$ 9.00

SS1 tack coat	
Cost per gallon in place	\$ 3.75

Oil and Chip Surfacing of Roadways (2,500 SY Minimum)

Single Bituminous Surface: Primed with AEP on new construction and 3/8 insoluble chips, with CRS2S oil installed to ODOT specifications.

Cost per sy \$3.75

Double Bituminous Surface: Primed with AEP on new construction and 5/8 insoluble chips first layer and 3/8 insoluble chips surface layer with CRS2S oil to ODOT specifications.

Cost per sy \$ 7.35

CONTRACTOR shall submit below pricing for the acquisition and delivery of asphaltic materials with the proposal. CITY reserves the right to take alternate bids for the asphaltic materials or purchase them off state or county bids.

Asphalt per ton (Type S3 and Type S4)	Type S3	\$ 50.15
Including freight within the City	Type S4	\$ 56.15

All asphalt pricing will be subject to the ODOT Special Provision for Price Adjustment for Asphalt Binder, included herein.

Concrete Paving Construction and Repairs

Labor and equipment only. For installation of concrete pavements

	(per SY)
100 to 200 SY (6" depth)	\$ 22.30
(8" depth)	\$ 22.45
(10" depth)	\$ 22.60
201 to 500 SY (6" depth)	\$ 18.35
(8" depth)	\$ 18.50
(10" depth)	\$ 18.60
500 to 1000 SY (6" depth)	\$ 14.55
(8" depth)	\$ 14.65
(10" depth)	\$ 14.80
	(per LF)
Integral curb per LF	\$10.70
Curb & Gutter (6" curb 24" gutter) less than 100 L.F.	\$ 29.95
Over 100 lineal feet in one location	\$ 20.05

	(per SY)
Sidewalks (4" thickness) less than 100 SY per location	\$ 48.35
More than 100 SY per location	\$ 28.30

Debris removal

Debris Removal per Cubic yard	\$18.75
Debris removal per the Ton	\$130.65
Bond Rates per Thousand Dollars (For maintenance bonds if required)	\$ 0.85

Ice and Snow Removal

Provide the crew and required equipment.

per storm event (8 hour minimum)	\$ 2,755.00
hourly rate above minimum	\$ 310.00

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
FOR
PRICE ADJUSTMENT FOR ASPHALT BINDER**

These Special Provisions revise, amend, and where in conflict, supersede applicable Sections of the *Standard Specifications for Highway Construction*, Edition of 2009.

109.12 PRICE ADJUSTMENT FOR ASPHALT BINDER. Is hereby revised by adding the following:

A price adjustment clause is included in this contract to provide additional compensation to the Contractor or a credit to the Authority for fluctuations in asphalt binder prices. This price adjustment is dependent upon a change in the average price of asphalt binder which results in an increase or decrease in the price of products utilized on this project.

- (a) Payment will be made to the contractor for monthly fluctuation in the price of asphalt binder used in performing the applicable items of Asphalt Concrete work as listed in the table below when the asphalt binder cost fluctuates by more than 3% from the base price defined below. Payments may be positive, negative, or nonexistent depending on the circumstances. Payments or deductions will only be calculated on that portion of the asphalt binder price fluctuation that exceeds the 3% specified above. Payments or deductions for the asphalt binder cost adjustment will be included in the contractor's progressive estimates; and the payment or deduction authorized for each estimate will be based upon the algebraic difference between the quantities for applicable items of work.
- (b) The Asphalt Binder Price Adjustment (ABPA) for the current estimate will be computed according to the following formula:

$$ABPA = Q \times F \times D$$

where

- ABPA = Asphalt binder price adjustment, in dollars;
- Q = The algebraic difference between the quantities for the applicable items on the current estimate and the quantities shown on the previous estimate, in tons of mix;
- F = The Asphalt Binder Use Factor for the applicable items of work subject to this price adjustment, as listed in Table 109:1
- D = Allowable price differential, in dollars.

When the units of measure in this contract for the Items of Work listed in the table do not correspond with the units shown in the table (i.e. Asphalt Concrete paid by the square yard, etc.), those Items will not be subject to the terms of this special provision or any asphalt binder price adjustment.

Table 109:1 Asphalt Binder Use Factor		
ITEM DESCRIPTION	ITEM NUMBER	ASPHALT BINDER USE FACTOR PER UNIT
Superpave, Type S2	411(A)	0.037 ton of binder per ton of mix
Superpave, Type S3	411(B)	0.042 ton of binder per ton of mix
Superpave, Type S4	411(C)	0.048 ton of binder per ton of mix
Superpave, Type S5	411(D)	0.053 ton of binder per ton of mix
Superpave, Type S6	411(E)	0.058 ton of binder per ton of mix

The allowable price differential, "D", for the current estimate will be computed according to the following formulas:

When the current price, P, is greater than the base price, $P_{(b)}$.

$$D = P - [1.03 \times P_{(b)}], \text{ but not less than zero.}$$

When the current price, P, is less than the base price, $P_{(b)}$.

$$D = P - [0.97 \times P_{(b)}], \text{ but not greater than zero.}$$

$P_{(b)}$ = the asphalt binder base price, in dollars per ton (mton), is the Monthly Asphalt Binder Price Index for the month in which the bids for the work were received.

P = the asphalt binder current price, in dollars per ton (mton), is the Monthly Asphalt Binder Price Index for the month in which the estimate pay period ends.

The Oklahoma Department of Transportation (ODOT) will establish the Monthly Asphalt Binder Price Index each month and post the information to the ODOT website at: <http://www.okladot.state.ok.us/contractadmin/pdfs/binder-index.pdf>.

- (c) The Monthly Asphalt Binder Price Index will be determined by calculating the average of the minimum and maximum prices for performance-graded binder using the Selling Price of PG64-22 paving grade, as listed under "Midwest/Mid-Continent Markets — MISSOURI/KANSAS/OKLAHOMA - Tulsa, Oklahoma/Southern Kansas". The publication used to establish the Monthly Asphalt Binder Price Index will be the Asphalt Weekly Monitor® furnished by Poten & Partners, Inc. The issue of the Asphalt Weekly Monitor® used will be for the last full week in the previous month received by ODOT prior to the first day of the index month. If the specified publication ceases to be available for any reason, ODOT at its discretion will select and begin using a substitute price source or index to establish the Monthly Asphalt Binder Price.
- (d) Items included in the contract that are listed in the table above are subject to adjustment in accordance with this provision, regardless of any amount of overrun to the plan quantity. Any new items of work added to the contract by supplemental agreement that are listed in the table above, will be subject to the asphalt binder price adjustments in accordance with this provision. The base asphalt binder price, $P_{(b)}$, for any newly added eligible items will be the same $P_{(b)}$ as the eligible items in the contract and the new unit price established by supplemental agreement shall be determined accordingly.

Appendix D, Equipment Cost Schedule

Hourly Rental Equipment

CONTRACTOR shall provide construction equipment at the following rates when operated by the CONTRACTOR's employees, or City employees. The cost of the equipment includes fuel and all necessary accessories. The equipment specified below, will be delivered within the City limits, with fuel provided and all necessary attachments. All equipment will be late model (less than 7 years old), equipped with all necessary OSHA prescribed safety equipment and be in good operating condition. Labor costs are a separate item. The skid steer loader, backhoe, and dump truck, shall be available every day for the crew, the other equipment shall be available within a 24 hour window. CONTRACTOR shall be paid an eight hour minimum for the first day with extra use hours (time worked) to be paid at the contract price.

Hourly Equipment Rates

Road Grader

Cat 140H or equal equipped with a
14 foot blade and a ripper attachment **\$ 90.00**

Front End Loader

3 cubic yard with rubber tires
Cat 938 or equal **\$ 83.20**

Soil Compactor

Self propelled, vibratory pad foot
84" drum width. **\$ 73.30**

Water Truck

3000 gallon tandem axle,
with pressure spray system **\$ 59.75**

Dump trucks

12-14 cubic yard, tandem axle **\$ 55.25**

Semi Trailer End Dumps

25 cubic yard (Demolition) **\$ 70.90**

Track mounted backhoe

Weight class 90,000 lbs class **\$ 144.40**

Track mounted backhoe

Weight class 60,000 lbs class **\$ 115.65**

Track mounted backhoe

Mini-hoe 10,000 lbs class **\$ 53.90**

Scraper

615 Cat or equal **\$121.90**

Other size or type, please describe below;

Skid Steer loader Bobcat 853 or equal with bucket, broom, and milling attachment	\$ 41.20
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Road Reclaimer Bomag MPH 100R or equal	\$ 157.30
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CMI RS 500 Reclaimer or equal	\$ 250.00
--------------------------------------	-----------

Backhoe Case 590 or equal	\$ 36.70
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Street Sweeper Truck mounted vacuum type, with gutter brooms and water system for dust control	\$ 113.60
--	-----------

Bulldozer Cat D-7H or equal	\$ 143.10
---------------------------------------	-----------

Bulldozer Cat D-6H or equal	\$ 95.65
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Bulldozer Deere 400 or equal	\$ 64.25
--	----------

Grade -all (or similar type excavator) Rubber tired for cleaning bar ditches.	\$ 64.40
--	----------

Milling Machine Example CMI PR800-7 Minimum profiling width 7 feet, self loading. If quoting larger machine, please specify type.	\$ 277.40
--	-----------

Tractor loader / Box Blade Case 580 LL or equal	\$ 57.80
---	----------

Salt & Sand Distribution Truck 15 ton capacity	\$ 79.95
--	----------

Tractor Mower Bat-Wing configuration 90 horsepower minimum	\$ 56.80
--	----------

Extra crew trucks as needed (Per Day) ¾ ton P.U. inclusive of all costs	\$ 102.80
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Tree Spade Truck	
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60" minimum spades	\$ 77.80
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Other commonly used materials:

Aggregate Base Rock

For base repairs, 1 ½ crusher run material
Cost per ton within the City of Mustang

\$ 22.65 ton

Rip Rap Stone

18" size ODOT specs.
Cost per ton within the City of Mustang

\$ 36.30 ton

Solid sod

Per square yard installed

\$ 2.50

Cement Kiln Dust

For soil stabilization
Delivered within the City of Mustang

\$ 58.35 ton

Washed Fill Sand

Delivered within the City of Mustang

\$15.90 ton

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

- 1. ITEM NO.** F-13
- 2. MEETING DATE:** June 5, 2018
- 3. TITLE:** Discussion, Consideration and Possible Action Regarding Declaring Certain Items as Surplus and Authorizing Disposal of Those Items
- 4. COUNCIL ACTION:** Approve/Deny
- 5. INITIATOR:** Janet Watts, Finance Director
- 6. BACKGROUND:**

The City periodically eliminates property assets (see attached listing) deemed to be no longer needed by the department(s). A public auction will be held in the month of June 2018 on the www.govdeals.com webpage. The net proceeds of the sale will be deposited into the fund where the asset was originally purchased.
- 7. FINANCIAL IMPACT:**
- 8. STAFF COMMENTS:**

Recommendation for Council approval to declare asset as surplus in accordance with city/state regulations.
- 9. STAFF SOURCE:** Janet Watts, Finance Director
- 10. ORDINANCE /RESOLUTION NO.**
- 11. Attachment:**

Schedule of Surplus Listing - Capital Assets - Governmental Type

CITY OF MUSTANG
SCHEDULE OF SURPLUS - CAPITAL ASSETS
For the year ending June 30, 2018

FA Number	Governmental Assets Description:	Condition:	Expense Account	Cat	Serial #	Need Council Appr To Surplus	Primary Location	Original Cost	Accum Dep Write Off Amount	Fully/Partial Deprec	Approval Date
01069	2002 CIA CHARGERLINE FOR HANDHELD		01-521-5371	40		YES	FINANCE	1,350.00	0.00	1,350.00	06/05/2018
1237	2002 (7) SIDE CHAIR	FAIR	01-512-5971	40		YES	LIBRARY	2,342.76	0.00	2,342.76	06/05/2018
1251	2003 SAVIN 3705 FAX MACHINE		01-515-5971	40		YES	GEN GOVT	1,008.00	0.00	1,008.00	06/05/2018
1253	2003 CISCO COMPUTER PIX BOX		01-511-5971	40		YES	GEN GOVT	1,778.00	0.00	1,778.00	06/05/2018
1670	2005 DAHLE 2061 PAPER SHREDDER		01-521-5971	40	ET00129	YES	FINANCE	2,195.00	0.00	2,195.00	06/05/2018
1767	2005 EPSON TM-U950P RECEIPT PRINTER		01-515-5914	40	A95G027225	YES	GEN GOVT	1,015.00	0.00	1,015.00	06/05/2018
2055	2007 MVP 911 DISPATCH CHAIR		01-541-5626	40		YES	POLICE	1,540.00	0.00	1,540.00	06/05/2018
2159	2009 DELL PRECISION M4400 LAPTOP		01-515-5914	40	25562147797	YES	CITY MANAGER	2,381.70	0.00	2,381.70	06/05/2018
2173	2008 MICROSOFT - 2007		01-515-5914	40		YES	GEN GOVT	28,468.70	0.00	28,468.70	06/05/2018
2224	2009 CARPET FOR FRONT DESK (TC)		01-518-5664	40		YES	TOWN CENTER	1,465.00	0.00	1,465.00	06/05/2018
2268	2008 PHONE TREE STORE ROOM		39-521-5971	40	MA004995	YES	LIBRARY	1,048.50	0.00	1,048.50	06/05/2018
2368	2011 TEKK RADIOS (12) & SOFTWARE		01-513-5971	40		YES	PARKS	2,891.00	0.00	2,891.00	06/05/2018
2632	2010 DELL LATITUDE LAPTOP		01-515-5914	40	9338XLI	YES	GEN GOVT	3,607.56	0.00	3,607.56	06/05/2018
2633	2010 DELL LATITUDE LAPTOP		01-515-5914	40	8338XLI	YES	GEN GOVT	3,607.56	0.00	3,607.56	06/05/2018
2641	2011 MOBILE COP SOFTWARE		39-541-5971	40		YES	POLICE	3,465.90	0.00	3,465.90	06/05/2018
2705	2012 BASKETBALL HEIGHT ADJUSTER		01-518-5371	40		YES	TOWN CENTER	1,644.00	0.00	1,644.00	06/05/2018
								<u>59,808.68</u>	<u>0.00</u>	<u>59,808.68</u>	

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-14

2. MEETING DATE: JUNE 5, 2018

3. TITLE: MAINTENANCE BONDS FOR STORM SEWER AND PAVING FOR CRYSTAL SPRINGS ADDITION. RELEASE OF LETTER OF CREDIT.

4. COUNCIL ACTION: Discussion, Consideration and Possible Action to Accept Bonds and Release Letter of Credit.

5. INITIATOR: Community Development Department

COMMENTS & FACTS:

The streets and drainage infrastructure in Crystal Springs Addition have been completed and tested. This was an item on the March agenda, where a letter of credit was posted for the completion of improvements.

The letter of credit submitted was in the amount of \$711,540.75 for paving and drainage improvements.

The letter of credit can now be released, and regular maintenance bonds accepted.

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. _____

STREETS MAINTENANCE BOND

KNOW AL MEN BY THESE PRESENTS:

That we, All Roads Paving, 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, of the State of Oklahoma, in the full and just sum of 100% or Six Hundred Forty Six Thousand Eight Hundred Fifty Five & 23/100 (\$ 646,855.23), such sum being equal to the contract price for a period of one (1) year and thereafter for a period of four (4) years for the sum of (\$ 64,685.52), such sum being not less than 10% of the contract price, for the payment of which, will and truly be made, we, and each of us, bid ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 14th day of February, 20 18.
The conditions of this obligation are such that whereas, said Principal has by contract between themselves,
And 29Sara, LLC dated this 11th
Day of October, 20 17, constructed in THE CITY OF
MUSTANG: Public Paving to Serve Crystal Springs - Clear Springs Road & S.W. 59th
Street - part of the NE/4, Sec 30, T11N, R5W, I.M. - Mustang, Canadian County, OK

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

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or material for a period of five (5) years and at an time repairs shall be necessary that the cost of making said repairs shall be determined by Council of THE CITY OF MUSTANG, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, that said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any court of competent jurisdiction and that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of

procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligation of this bond.

IN WITNBESS 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; an 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.

All Roads Paving, Inc.

Principal

Attest: *Anna Bailey* By: *David S. Barnett*

Granite Re, Inc.

Surety

Attest:

Debbie Slack By: *Vicki Wilson*
Attorney-In-Fact

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

City Attorney

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

Mayor

Attest:

City Clerk

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; CATHY COMBS; VICKI WILSON; ROBERT JENSEN; AUSTIN K. GREENHAW; CLAYTON HOWELL 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; CATHY COMBS; VICKI WILSON; ROBERT JENSEN; AUSTIN K. GREENHAW; CLAYTON HOWELL 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 19th day of December, 2017.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 19th day of December, 2017, 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, 2021
Commission #: 01013257




Notary Public

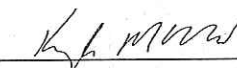
GRANITE RE, INC. Certificate

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 February, 2018.




Kyle P. McDonald, Secretary/Treasurer

**PUBLIC PAVING CONTRACT BETWEEN OWNER/DEVELOPER AND
CONTRACTOR**

This agreement made and entered into this 11th day of October, 2017, by and between **29Sara, LLC**, hereinafter referred to as the "OWNER/DEVELOPER" and **All Roads Paving,**, hereinafter referred to as the "CONTRACTOR". WHEREAS, OWNER/DEVELOPER is developing the following real property situated in Canadian County, State of Oklahoma, to-wit:

Public Paving to serve
Crystal Springs
Clear Springs Road & S.W. 59th Street
Part of the NE/4, Section 30, T11N, R5W, I.M.
Mustang, Canadian County, OK

WHEREAS, CONTRACTOR is providing labor, equipment, materials, and incidentals necessary to perform the work defined in this contract, be it hereby agreed that:

1. OWNER/DEVELOPER contracted **Grubbs Consulting, LLC**, herein after referred to as the "PROJECT ENGINEER", to prepare plans and specifications covering **Public Paving Plan** on the above-mentioned development. Said plans and specifications are hereby made a part of this contract by reference to the same as if fully set forth herein and said plans and specifications have been approved by the OWNER/DEVELOPER.
2. CONTRACTOR herewith states that the above plans and specifications, covering the work to be performed, have been thoroughly examined and accepts the same. CONTRACTOR inspected the site on which construction will be performed, approved the same and agrees to perform said construction and work to completion.
3. CONTRACTOR, being an independent contractor, shall furnish all labor, materials, machinery, tools and all other items necessary to, or required to, perform in a professional manner the construction and completion of all roadway paving work shown and described on the above referenced plans and specifications.
4. CONTRACTOR shall observe all laws of the State of Oklahoma and the City of Mustang, relating to the obstruction of roads, streets and alleys, and will maintain all signals, barriers and notices that may be necessary so as to adequately protect employees and all other persons; and the CONTRACTOR hereby expressly binds itself to indemnify and save harmless OWNER/DEVELOPER from all claims, suits and actions of every kind and description brought against OWNER/DEVELOPER on account of any injunction or damages received, sustained, or claimed by any party or parties, or to any property, resulting from the acts or omissions of CONTRACTOR, or its subcontractor(s), employees, servants, agent or invitees of either in doing the work herein contracted for.
5. CONTRACTOR shall provide Certificates of Insurance to OWNER/DEVELOPER showing Worker's Compensation Insurance coverage as required by applicable Federal, State and other laws, including employer's

liability covering its and its subcontractor's employees, of not less than \$100,000.00. CONTRACTOR shall also provide the OWNER/DEVELOPER certificates of insurance for CONTRACTOR's Comprehensive General Liability coverage, including Blanket Contractual Liability, Completed Operations Products Liability and XCU coverage and all other coverage available under the Extended Business Liability Endorsement. Said liability coverage shall not be less than \$1,000,000.00 combined single limit coverage. Further, CONTRACTOR shall provide certificate of insurance to OWNER/DEVELOPER showing Comprehensive Automotive Liability coverage, including non-ownership and hired car coverage, as well as owned vehicles, with a combined single limit coverage of not less than \$1,000,000.00. Certificates shall indicate that the General Liability Policy provides coverage for the above mentioned indemnity agreement in Clause 4.

6. CONTRACTOR shall secure at his own expense any maintenance bonds necessary for successful performance of work provided in the above-mentioned plans and specifications. CONTRACTOR shall be responsible for notifying the proper public authorities for any inspection of work necessary under the City of Mustang ordinances, statutes or state laws. Such fees charged for any necessary inspections shall be the expense of and paid for by the OWNER/DEVELOPER. All Federal, State, City and other taxes or levies shall be paid by CONTRACTOR and be included as part of the contract price or prices. CONTRACTOR shall indemnify the OWNER/DEVELOPER, and the PROJECT ENGINEER from any losses or expenses incurred by CONTRACTOR's failure to comply with the above-mentioned ordinances or statutes. All testing required by OWNER/DEVELOPER shall be at the expense of and paid for by OWNER/DEVELOPER.
7. The Contractor agrees to replace and/or repair any defective workmanship or materials, which occur within five (5) year(s) from date of acceptance at Contractor's expense. The first year at 100% and at 10% for four years thereafter.
8. Prior to any payment CONTRACTOR shall provide OWNER/DEVELOPER with lien waivers from labor and material suppliers, provide a labor and material Payment Bond, or provide Contractor's Certification, acceptable to OWNER/DEVELOPER, Certifying that all labor and materials pertaining to this contract have been paid in full.
9. The total contract price shall be **\$646,855.23 (six hundred forty six thousand eight hundred and fifty five dollars and twenty three cents)**. The basis of payment shall be as set forth as a unit price contract. A detailed breakdown of each cost is shown on the attached Exhibit 'A'.

The above prices shall be applicable without modification so long as OWNER/DEVELOPER shall retain the premises in the same general manner as at date of this Contract. A retainage of 10% of the work completed shall be held until thirty (30) days after the work has been accepted by the OWNER/DEVELOPER. CONTRACTOR's request for either monthly or final payment shall be received in OWNER/DEVELOPER's office on or before the fifteenth (15th) day of each month, with payment being made by the OWNER/DEVELOPER by the last day of that month. There will be monthly

progressive payments, subject to approval of the PROJECT ENGINEER, to CONTRACTOR based on unit prices and a percentage of work completed.

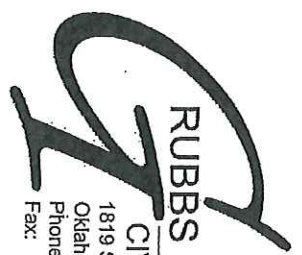
10. Work is to start immediately following the issuance of a work order from OWNER/DEVELOPER, and CONTRACTOR shall complete the construction/installation herein provided within Forty Five (45) working days.
11. CONTRACTOR agrees to accept full responsibility for any citations issued as a result of the CONTRACTOR's failure to comply with all requirements of the Williams-Steiger Occupational Safety and Health Act of 1970, as amended. CONTRACTOR further agrees to remain in full compliance with requirements of the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, at all times.
12. In as much as this contract is made upon CONTRACTOR's qualifications and responsibility, and in as much as the payments to be made hereunder are intended to finance performance, CONTRACTOR agrees that it will not assign or otherwise transfer this Contract without first obtaining OWNER/DEVELOPER's written consent; and assignment in contravention hereof is void.
13. It is mutually agreed and understood that this contract shall be binding upon all parties hereto and their respective heirs, executors, or administrators.
14. OWNER/DEVELOPER shall not be responsible in any manner for the property of CONTRACTOR used to perform the work hereunder or for the property of its employees or subcontractors engaged therein.
15. The time of completion is of the essence of the contract. For each day work shall remain uncompleted after the time agreed upon in the proposal and the contract, or as automatically increased by additional work or materials ordered after the contract is signed, or the increased time granted by OWNER/DEVELOPER for the completion of said work, the sum per day of \$ 500.00 will be deducted from the monies due to CONTRACTOR, not as penalty but as liquidated damages. The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty but should be deemed, taken and treated as reasonable liquidated damages since it would be impracticable and difficult to assign value to the actual damages.
16. CONTRACTOR hereby agrees to adhere and maintain to the requirements of the approved Storm Water Pollution Prevention Plan (SWPPP), attached to and made a part of this contract by reference. Should any penalties assessed by the Governing City or the State of Oklahoma as a result of CONTRACTOR's negligence or non-compliance to the SWPPP, shall be the responsibility of CONTRACTOR.

IN WITNESS WHEREOF: The undersigned have executed this contract on the day and month and year above written;

ATTEST:  SIGNATURE: 
TITLE: MANAGER

ATTEST:  SIGNATURE: David G. Barnett
TITLE: President

Exhibit A



RUBBS CONSULTING, LLC

CIVIL ENGINEERING & LAND PLANNING

1819 S. Morgan Road
Oklahoma City, OK 73128
Phone: (405) 265-0641
Fax: (405) 265-0649

Crystal Springs_Public Paving Bid
10/12/2017

ITEM#	DESCRIPTION	All Roads Paving			
		Unit	Quantity	Unit Price	Total
PUBLIC PAVING					
1	6" STABILIZED SUBGRADE	SY	17,200	\$ 4.50	\$ 77,400.00
2	5" P.C. CONCRETE PAVING	SY	16,402	\$ 29.16	\$ 478,282.32
3	INTEGRAL CURB	LF	9,904	\$ 8.22	\$ 81,410.88
4	CURB MARKINGS "V" OR "W"	EA	129	\$ 4.35	\$ 561.15
5	HC CURB RAMP DEPRESSIONS	EA	16	\$ 168.75	\$ 2,700.00
6	SOLID SLAB SOD	SY	1,800	\$ 2.25	\$ 4,050.00
7	4' CONCRETE SIDEWALK	LF	74	\$ 33.12	\$ 2,450.88
	TOTAL				\$ 646,855.23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/15/2018

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

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

PRODUCER Wiedemann Insurance Agency, Inc. 112 South 4th Street Yukon OK 73099		CONTACT NAME: Travis Wiedemann PHONE (A/C, No, Ext): 405-354-7920 E-MAIL ADDRESS: travis@okinsurancepro.com FAX (A/C, No): 888-630-4421	
INSURED All Roads Paving, Inc. 10200 NW 10th street Oklahoma City OK 73127		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Company INSURER B: Phoenix Insurance Company INSURER C: Charter Oak Fire Insurance Company INSURER D: Travelers Property Casualty Company of America INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		CO-5F170847	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		810-5F170847	02/01/2018	02/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUP-5F170847	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB-5F17084	02/01/2018	02/01/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater Leased/Rented		660-6F343110	02/01/2018	02/01/2019	Limit Per Item 300,000

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

Public Paving to serve Crystal Springs, Clear Springs Rd & SW 59th Street, Mustang OK

CERTIFICATE HOLDER**CANCELLATION**

City of Mustang

1501 N Mustang Rd
Mustang, OK 73064

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

AUTHORIZED REPRESENTATIVE

Travis Wiedemann

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CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO.** H-1 & 2
2. **MEETING DATE:** June 5, 2018
3. **TITLE:**
Discussion, Consideration, and Possible Action on Resolution 18-044 Approving the Fiscal Year 2018-2019 Budget for the City of Mustang, Mustang Improvement Authority and Related Funds.
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Timothy Rooney, City Manager
6. **BACKGROUND:**
In accordance with State Statutes, the Public Hearing must be held on the proposed budget 15 days prior to the start of the fiscal year. The budget summary and notice of the public hearing was published in the newspaper(s) five days prior to this hearing.

The annual budget hearing is the public's opportunity to be heard.

Approval of the fiscal year 2018-2019 budget includes the following:

- Projected sales tax revenue to increase by 2.5% as a result of a stable tax growth due to retail and commercial development;
- Summer intern for the City Management Office, new Police Officer and Firefighter;
- Step increases for ALL eligible full-time employees;
- 2% mid-year stipend for civilian employees (if actual revenues meet or exceed projected revenues); 1.5% COLA in the months of October and March for Fraternal Order of Police employees; a 2% COLA in July for IAFF employees with wage schedule changes to lieutenant and captain positions;
- Health Plan Premium Rate – the City absorbing all associated health care costs increases for employees + children of 2.5% and spouse of 12.1% plans;
- No changes to OkMRF (11.79%), Police (13%) and Fire (14%) contributions to pension plan;

- Street Improvement Fund provides \$116,000 (reference Resolution 16-026) for installation of a traffic light at the corner of E. Plantation Terrace and Mustang Road;
- Capital improvements totaling \$1,012,724 and reserving fund balance of \$1,524,376 for next year's carryover;
- Due to metro cities opting out of the Emergency Medical Service Authority (EMSA), the ambulance fee will increase from \$1.50 to \$2.50 effective October 1, 2018. The current EMSA 5-year forecast shows that the subsidy will nearly double from 2019 level in 2020;
- Transfer of funds to Workers Compensation Fund of \$125,000 to cover annual excess workers compensation coverage and worker's comp claims;
- Mustang Improvement Authority Reserve Fund restricted for water and wastewater maintenance and construction projecting a budget of \$260,000. Capital requests include engineering fees \$20,000, water/sewer maintenance \$50,000, sewer line root control \$20,000, camera work for sanitary sewer \$20,000, and a new sewer line serving land north of Wal-Mart \$150,000.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Timothy Rooney, City Manager

10. ORDINANCE /RESOLUTION NO. 18-044

11. ATTACHMENT: Appendix A

RESOLUTION 18-044

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF MUSTANG, OKLAHOMA, BUDGET FOR THE FISCAL YEAR 2018-2019 AND ESTABLISHING BUDGET AMENDMENT AUTHORITY.

Whereas, the City of Mustang has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) in O.S. Sections 17-201 through 17-216; and

Whereas, the City Manager has prepared a budget for the fiscal year ending June 30, 2019 (fiscal year 2018-2019) consistent with the Act; and

Whereas, the Act in section 17-215 provides the Chief Executive Office of the City, or designee, as authorized by the governing body, to transfer any unexpended and unencumbered appropriation from one department to another within the same fund(s); and

Whereas, the budget has been formally presented to the Mustang City Council at least 30 days prior to the start of the fiscal year in compliance with Section 17-205; and

Whereas, the governing body has conducted a Public Hearing on the proposed budget for the fiscal year ending June 30, 2019, at least 15 days prior to the start of the fiscal year, and published notice of the Public Hearing in compliance with Section 17-208 of the Act, and

Now, therefore, be it resolved by the Mayor and City Council of the City of Mustang, Oklahoma;

Section 1: The City Council of the City of Mustang does hereby adopt the fiscal year 2018-2019 budget on the 5th day of June 2018 with total resources available in the amount of \$84,863,235 and total fund/departmental appropriations in the amount of \$84,863,235 (including reserves of \$10,794,689). Legal appropriations (spending and/or encumbering limits) are hereby established as provided in Appendix A to this Resolution.

Section 2: The City Council does hereby authorize the City Manager, or designee, to transfer any unexpended and unencumbered appropriations, at any time throughout fiscal year 2018-2019, from one department to another within a fund, without further approval by the City Council.

Section 3: All supplemental appropriations (increase) or decrease in the total appropriations of a fund shall be adopted at a meeting of the City Council and filed with the State Auditor and Inspector.

PASSED AND APPROVED this **5th** day of **June 2018**.

Mayor

ATTEST:

City Clerk

**APPENDIX A
CITY OF MUSTANG
PROPOSED BUDGET
FY 2018-2019**

	General Fund	Special Revenue Funds	Capital Projects Fund	Debt Service Fund	Enterprise Funds	Internal Service Fund	Total Funds
BEGINNING FUND BALANCE	\$ 2,150,000	\$ 1,005,800	\$ 1,148,000	\$ 200,000	\$ 4,925,000	\$ 515,000	\$ 9,943,800
NET WORKING CAPITAL - PROJECTED							
2014B Restricted Carryover					3,492,000		3,492,000
2016 Restricted Carryover					10,513,000		10,513,000
2017 Restricted Carryover					10,676,450		10,676,450
RESOURCES:							
Ad Valorem Taxes				314,000			314,000
Charges for Services	1,078,000				8,801,000		9,879,000
Other Fees		7,000				125,000	132,000
Tax and Franchise Fees	12,640,500				10,854,000		23,494,500
Licenses and Permits	294,600						294,600
Fines	483,835	4,000					487,835
Interest Income	15,000	6,570	9,000	2,000	128,200	3,000	163,770
Miscellaneous Revenues	241,445	43,165	100	20	76,050	1,500	362,280
Transfers	8,705,000	675,000	1,380,000		4,350,000		15,110,000
Total Resources	23,458,380	735,735	1,389,100	316,020	24,209,250	129,500	50,237,985
Total Available for Appropriations	25,608,380	1,741,535	2,537,100	516,020	53,815,700	644,500	84,863,235
APPROPRIATIONS:							
Admin		50					50
Mayor and Council	248,775						248,775
City Manager	535,533		9,908				545,441
Library	462,285	13,260	8,500				484,045
Parks and Recreation	1,077,230	79,000	207,102				1,363,332
General Government	1,664,056				559,870	220,000	2,443,926
Town Center	364,595		47,000				411,595
Ball Complex	536,445		69,500				605,945
Aquatics	270,605						270,605
Finance	655,103		300				655,403
Community Development	496,855		2,040				498,895
Police	3,037,110	103,620	254,836				3,395,566
Animal Welfare	106,135		43,100				149,235
Highway Safety Grant - Police	11,845						11,845
Police Dispatch	397,085						397,085
Fire	2,500,120		208,438				2,708,558
Streets/Drainage	200,000	186,000	97,000				483,000
Water			65,000		2,981,000		3,046,000
Sewer					1,012,000		1,012,000
Sanitation					1,067,000		1,067,000
Debt Service				301,400	3,529,195		3,830,595
2014B Construction Projects					3,492,000		3,492,000
2016 Construction Projects					10,513,000		10,513,000
2017 Construction Projects					10,676,450		10,676,450
Transfers	10,969,200	276,000			14,511,000	2,000	25,758,200
Total Appropriations	\$ 23,532,977	\$ 657,930	\$ 1,012,724	\$ 301,400	\$ 48,341,515	\$ 222,000	\$ 74,068,546
Projected Ending Fund Balance							
Net Working Capital	\$ 2,075,403	\$ 1,083,605	\$ 1,524,376	\$ 214,620	\$ 5,474,185	\$ 422,500	\$ 10,794,689

NOTICE OF PUBLIC HEARING OF PROPOSED BUDGET

A public hearing on the FY 2018-2019 City of Mustang budget will be held at 7:00 p.m. on June 5, 2018, at Mustang City Hall for the purpose of discussing the City budget for the fiscal year beginning July 1, 2018. The public hearing is open to the public and citizen comments on the proposed budget will be welcome. Copies of the proposed FY2018-2019 budget are available for review in the Office of the City Clerk, Public Library and City's Website @ www.cityofmustang.org

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. A-3

2. MEETING DATE: June 5, 2018

3. TITLE: AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MUSTANG, OKLAHOMA, BY VACATING AND CLOSING AN ALLEY LYING WITHIN BLOCK 4 OF THE MUSTANG ORIGINAL TOWNSITE, AS MORE PARTICULARLY DESCRIBED BELOW; DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY

4. COUNCIL ACTION: Approval or Disapproval of Ordinance Vacating Public Easement (Alley)

5. INITIATOR: Community Development Department

6. **Project Description:** Jordan Rodich of Wallace Engineering, on behalf of Mustang Public Schools, has submitted an application to close a public right-of-way in the area of the new Mustang Educational Resource Center. This alleyway was never developed as a right-of-way, however there was a public sewer line running through this easement.

The contractor for Mustang Public Schools has relocated the sewer line and did so after receiving approval from our city engineer and DEQ to do so.

A public hearing notice for this vacation was sent to all property owners within 300 feet, and to all utility franchisees within the city. There have been no comments received.

The initial reading of this ordinance was completed at the April 3, 2018 City Council meeting.

7. FINANCIAL IMPACT: None

8. **STAFF COMMENTS:** Staff recommends approval of this application to vacate the alleyway easement. The only utility in this area is a city sewer line and that has already been relocated. No protests were received from neighboring property owners or franchisees.

9. **STAFF SOURCE:** Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. 1164

ORDINANCE NO. 1164

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MUSTANG, OKLAHOMA, BY VACATING AND CLOSING AN ALLEY LYING WITHIN BLOCK 4 OF THE MUSTANG ORIGINAL TOWNSITE, AS MORE PARTICULARLY DESCRIBED BELOW; DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY

WHEREAS, the Mustang Original Townsite was recorded with the County Clerk of Canadian County, State of Oklahoma (hereinafter, the "O.T. Plat").

WHEREAS, by operation of law the O.T. Plat dedicated to the City of Mustang an easement for alley purposes, which is more particularly described as follows:

A tract of land located in the Northeast Quarter of the Southeast Quarter of Section 33, Township 11 North, Range 5 West, I.M., Canadian County, State of Oklahoma, according to the official government plat thereof, more particularly described as follows, to wit:

Commencing at the Northeast Corner of Lot 1, Block 4, of the Mustang Original Townsite; Thence along the North line of Lot 1, Block 4, of said Mustang Original Townsite S 89°56'19" W for a distance of 140.00 feet to the Northwest Corner of Lot 1, Block 4, of said Mustang Original Townsite, also known as the Point of Beginning; Thence S 00°03'41" E for a distance of 300.00 feet to the Southwest Corner of Lot 12, Block 4, of said Mustang Original Townsite; Thence, S 89°56'19" W for a distance of 20.00 feet to the Southeast Corner of Lot 22, Block 4, of said Mustang Original Townsite; Thence, N 00°03'41" W for a distance of 140.00 feet to the Northeast Corner of Lot 22, Block 4, of said Mustang Original Townsite; Thence, S 89°56'19" W for a distance of 140.00 feet to the Northwest Corner of Lot 18, Block 4, of said Mustang Original Townsite; Thence, N 00°03'41" W for a distance of 20.00 feet to the Southwest Corner of Lot 17, Block 4, of said Mustang Original Townsite; Thence, N 89°56'19" E for a distance of 140.00 feet to the Southeast Corner of Lot 13, Block 4, of said Mustang Original Townsite; Thence, N 00°03'41" W for a distance of 140.00 feet to the Northeast Corner of Lot 12, Block 4, of said Mustang Original Townsite; Thence N 89°56'19" E for a distance of 20.00 feet to the Northwest Corner of Lot 1, Block 4, of said Mustang Original Townsite, also known as the Point of Beginning; Containing 8,800 square feet, or 0.20 acres, more or less (hereinafter, the "Block 4 Alley").

WHEREAS, the City of Mustang does not currently occupy the Block 4 Alley, and has no future intentions to use the Block 4 Alley. The City of Mustang believes it to be necessary and expedient to, and hereby does, vacate the Block 4 Alley.

WHEREAS, at least 30 days prior notice has been given by the City Clerk to holders of franchises or others determined by the City Council to have a special right or privilege to use the public way or easement, and to all owners of record, as shown by the current year's tax rolls in the office of the county treasurer, abutting the public way or easement, and to owners of record of property within 300 feet of the Block 4 Alley.

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

SECTION 1. ENACTMENT.

That the Code of Ordinances of the City of Mustang, Oklahoma, be and hereby is amended by closing and vacating the Block 4 Alley dedicated to the City of Mustang within Block 4 of the Mustang Original Townsite, which alley is more particularly described above.

That the City of Mustang reserves the absolute right to reopen the Block 4 Alley without expense to the City, and this ordinance shall not affect the right to maintain, repair, reconstruct, operate or remove utilities, public service corporations, franchise holders, or transmission company facilities or services therein, nor shall such closing affect private ways existing by operation of law.

SECTION 2. REPEALER

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

SECTION 3. SEVERABILITY.

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

SECTION 4. EMERGENCY.

It being immediately necessary for the preservation of the public health, peace and safety of the City of Mustang and 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 Emergency Clause voted upon separately and passed and approved this ____ day of June, 2018.

Mayor

ATTEST:

City Clerk

APPROVED as to form this ____ day of June, 2018.

City Attorney

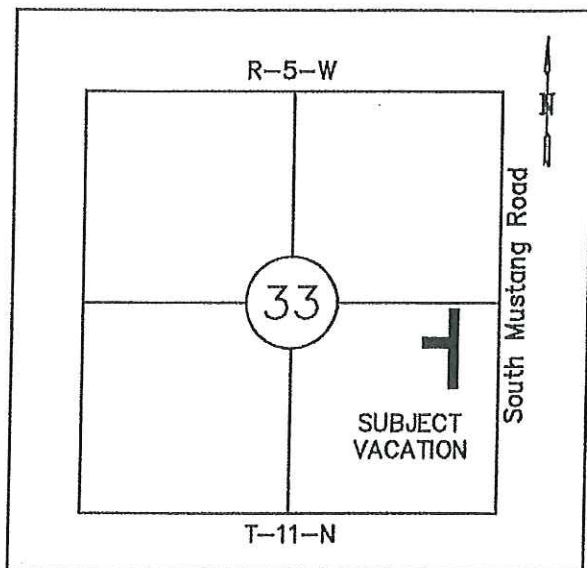


Exhibit A

Parcel No. 1-ALLEY VACATION

County Canadian

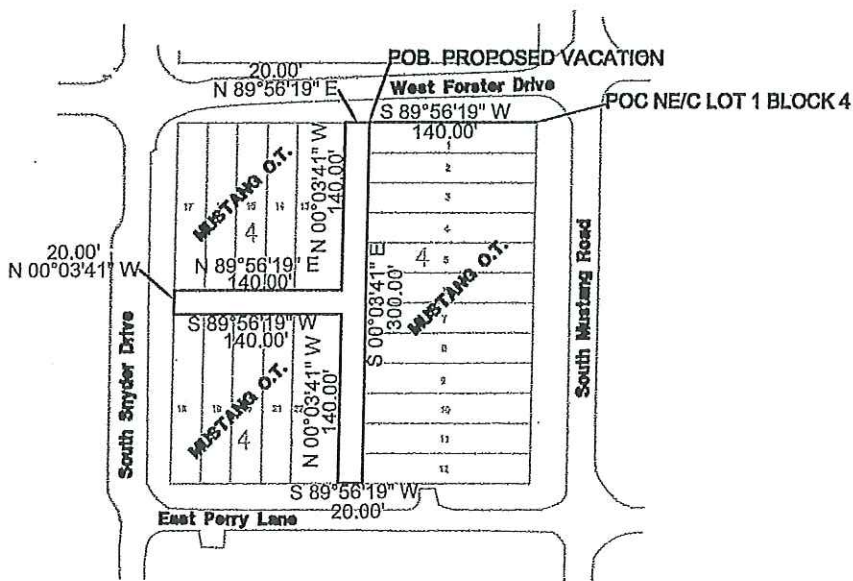
THIS EXHIBIT A IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED RIGHT-OF-WAY OR TEMPORARY EASEMENT AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTORS' PROPERTY.

Property Description:

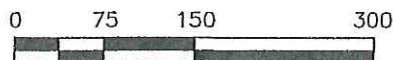
See Exhibit B

Vacation Area	8,800.00 S.F.	0.20 Acres
New R/W	S.F.	Acres
Statutory R/W	S.F.	Acres
Rem in Tract	0.00 S.F.	0.00 Acres
Perpetual Easement	S.F.	Acres

POC= POINT OF COMMENCEMENT
POB= POINT OF BEGINNING



Scale: 1"=150'



P.O. BOX 848, CHOUTEAU, OK 74337
PHONE: (918) 476-7484 FAX: (918) 476-7485
C.A. NO.: 4502 EXP. DATE: 8/30/2018



ALLEY VACATION PARCEL "1"

EXHIBIT "B"

PROPOSED ALLEY VACATION LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 5 WEST OF THE INDIAN BASE AND MERIDIAN, CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT;
COMMENCING AT THE NORTHEAST CORNER OF LOT 1 BLOCK 4 OF THE MUSTANG ORIGINAL TOWNSITE; THENCE ALONG THE NORTH LINE OF LOT 1 BLOCK 4 OF SAID MUSTANG ORIGINAL TOWNSITE S 89° 56' 19" W FOR A DISTANCE OF 140.00 FEET TO THE NORTHWEST CORNER OF LOT 1 BLOCK 4 OF SAID MUSTANG ORIGINAL TOWNSITE, ALSO KNOWN AS THE **POINT OF BEGINNING**; THENCE S 00° 03' 41" E FOR A DISTANCE OF 300.00 FEET TO THE SOUTHWEST CORNER OF LOT 12 BLOCK 4 OF SAID MUSTANG ORIGINAL TOWNSITE; THENCE S 89° 56' 19" W FOR A DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF LOT 22 BLOCK 4 OF SAID MUSTANG ORIGINAL TOWNSITE; THENCE N 00° 03' 41" W FOR A DISTANCE OF 140.00 FEET TO THE NORTHEAST CORNER OF LOT 22 BLOCK 4 OF SAID MUSTANG ORIGINAL TOWNSITE; THENCE S 89° 56' 19" W FOR A DISTANCE OF 140.00 FEET TO THE NORTHWEST CORNER OF LOT 18 BLOCK 4 OF SAID MUSTANG ORIGINAL TOWNSITE; THENCE N 00° 03' 41" W FOR A DISTANCE OF 20.00 FEET TO THE SOUTHWEST CORNER OF LOT 17 BLOCK 4 OF SAID MUSTANG ORIGINAL TOWNSITE; THENCE N 89° 56' 19" E FOR A DISTANCE OF 140.00 FEET TO THE SOUTHEAST CORNER OF LOT 13 BLOCK 4 OF SAID MUSTANG ORIGINAL TOWNSITE; THENCE N 00° 03' 41" W FOR A DISTANCE OF 140.00 FEET TO THE NORTHEAST CORNER OF LOT 13 BLOCK 4 OF SAID MUSTANG ORIGINAL TOWNSITE; THENCE N 89° 56' 19" E FOR A DISTANCE OF 20.00 FEET TO THE NORTHWEST CORNER OF LOT 1 BLOCK 4 OF SAID MUSTANG ORIGINAL TOWNSITE, ALSO KNOWN AS THE **POINT OF BEGINNING**; CONTAINING 8,800 SQ. FT. OR 0.20 ACRES, MORE OR LESS.

LEGAL DESCRIPTION WAS PREPARED ON OCTOBER 24TH, 2017 BY CLIFF BENNETT, PLS #1815 WITH THE BEARINGS BASED ON THE NORTH LINE OF LOT 1 BLOCK 1 OF THE AS S 89° 56' 19" W.

SURVEYOR'S CERTIFICATE

I, CLIFF BENNETT OF BENNETT SURVEYING, INC., CERTIFY THAT THE LEGAL DESCRIPTION HEREON CLOSES IN ACCORDANCE WITH CURRENT TOLERANCES AND IS A TRUE REPRESENTATION OF THE REAL PROPERTY DESCRIBED, AND THAT THE VACATION OF REAL PROPERTY MEETS THE MINIMUM TECHNICAL STANDARDS AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 24TH DAY OF OCTOBER, 2017.



CLIFF BENNETT, PLS
OKLAHOMA NO. 1815
CERT. OF AUTH. NO. 4502
EXP. DATE JUNE 30, 2018

ALLEY VACATION PARCEL "I"

CLOSURE REPORT

North: 140007.7098' East: 2050426.9921'

Segment #1 : Line

Course: S00° 03' 41"E Length: 300.00'
North: 139707.7099' East: 2050427.3140'

Segment #2 : Line

Course: S89° 56' 19"W Length: 20.00'
North: 139707.6885' East: 2050407.3140'

Segment #3 : Line

Course: N00° 03' 41"W Length: 140.00'
North: 139847.6884' East: 2050407.1638'

Segment #4 : Line

Course: S89° 56' 19"W Length: 140.00'
North: 139847.5382' East: 2050267.1639'

Segment #5 : Line

Course: N00° 03' 41"W Length: 20.00'
North: 139867.5382' East: 2050267.1424'

Segment #6 : Line

Course: N89° 56' 19"E Length: 140.00'
North: 139867.6884' East: 2050407.1423'

Segment #7 : Line

Course: N00° 03' 41"W Length: 140.00'
North: 140007.6883' East: 2050406.9921'

Segment #8 : Line

Course: N89° 56' 19"E Length: 20.00'
North: 140007.7098' East: 2050426.9921'

Perimeter: 920.000' Area: 8800.00 Sq. Ft.
Error Closure: 0.0000 Course: N82° 52' 29.94"W
Error North: 0.00000 East: -0.00000

Precision 1: 920000000.000

FILE: 174150-VACATION 3

ABTRACTOR'S SPECIAL CERTIFICATE

STATE OF OKLAHOMA)
) ss.
COUNTY OF CANADIAN)

OLD REPUBLIC TITLE COMPANY OF OKLAHOMA, a corporation and bonded abstractor, hereby certifies:

That the following is a list of all owners of record as shown by the current year tax rolls in the office of the County Treasurer of Canadian County, Oklahoma, to the lands surrounding and within 1000 feet of:

LOTS ONE (1) THRU TWENTY-TWO (22) BLOCK FOUR (4), TOWN OF MUSTANG, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF

OWNER OF RECORD: MUSTANG SCHOOL DIST 69
 906 S HEIGHTS DR, MUSTANG OK 73064

That the addresses that are listed have been taken from the Treasurer's records of Canadian County, Oklahoma.

GRANTEE & ADDRESS & LEGAL DESCRIPTION:

MUSTANG SCHOOL DIST 69
906 S HEIGHTS DR, MUSTANG OK 73064
LOTS 1-18 BLOCK 5 MUSTANG ORIGINAL
LOTS 1-9 BLOCK 6 MUSTANG ORIGINAL
LOTS 12-18 BLOCK 6 MUSTANG ORIGINAL
NE/4 31-11N-5W A#31, A#30
LOT 1-4 BLOCK 2 SILVER

GEORGE & CAROLYN KOKENDOFFER
1007 S MUSTANG RD, MUSTANG OK 73064
LOTS 1-3 BLOCK 7 MUSTANG ORIGINAL

SW BELL TELEPHONE
BOX 26707, OKC OK 73126
LOTS 4-10 BLOCK 7 MUSTANG ORIGINAL

TERESA WILLIAMS
11409 SW 109TH ST, MUSTANG OK 73064
LOTS 13-17 BLOCK 7 MUSTANG ORIGINAL

ASH BUSINESS CENTER LLC
448 E ST HWY 152, MUSTANG OK 73064
LOTS 18-21 BLOCK 7 MUSTANG ORIGINAL

MELINDA FORD
730 W PERRY DR, MUSTANG OK 73064
LOTS 22 BLOCK 7 MUSTANG ORIGINAL

TYSON'S RENTAL
% RICK TYSON
2810 S AGNEW, OKC OK 73108
LOT 4 BLOCK 1 SILVER

LITTLE BRONCOS LLC
% MARK A HARKINS
888 SQUIRREL CT, TUTTLE OK 73089

OWNERSHIP

Page 1 of 3

LOT 4-6 BLOCK 4 MOHR

JACOB STOKES
640 E LINDEN LN, MUSTANG OK 73064
LOT 11 BLOCK 4 MOHR

AMBROSE LIGHTSEY TRUSTEE
320 E MOHR LN, MUSTANG OK 73064
LOT 9-10 BLOCK 4 MOHR

JOSEPH WHISNER
PO BOX 104, WHEATLAND OK 73097
LOT 7-8 BLOCK 4 MOHR

BALDOMERO LOPEZ JR
806 S MUSTANG RD, MUSTANG OK 73064
LOT 8-11 BLOCK 3 MUSTANG ORIGINAL

JERRY & SHERYL JACKSON
826 S MUSTANG RD, MUSTANG OK 73064
LOTS 12-17 BLOCK 3 MUSTANG ORIGINAL

GWEN SMITH
115 E PERRY LN, MUSTANG OK 73064
LOT 18 BLOCK 3 MUSTANG ORIGINAL

TOMMY & D JUSTUS
117 E PERRY LN, MUSTANG OK 73064
LOT 19 BLOCK 3 MUSTANG ORIGINAL

DEREK BELL
110 E FORSTER ST, MUSTANG OK 73064
LOT 6-7 BLOCK 3 MUSTANG ORIGINAL

MICHAEL & KRISTINE SARRETT
807 S JONES, MUSTANG OK 73064
LOT 4-5 BLOCK 3 MUSTANG ORIGINAL

CONNOR GATES
11409 SW 109TH ST, MUSTANG OK 73064
S15' LOT 8, ALL OF 9-10, N5' LOT 11 BLOCK 8 MUSTANG ORIGINAL

BARBARA & LOREN JR BOWEN
910 S MUSTANG RD, MUSTANG OK 73064
S15' LOT 8, ALL 9-10, N5' LOT 11 BLOCK 8 MUSTANG ORIGINAL

WILLIAM LASSLEY
112 E PERRY LANE, MUSTANG OK 73064
LOTS 6-7, NORTH 10' LOT 8 BLOCK 8 MUSTANG ORIGINAL

JOYCE WALKER STANLEY
THE WALKER OIL & GAS LLC
608 STONE MILL BLVD, YUKON OK 73099
S20' LOT 11, ALL LOT 12-13 BLOCK 8 MUSTANG ORIGINAL

VICKIE RINBBARGER
PO BOX 997, MUSTANG OK 73064
LOTS 14-17 BLOCK 8 MUSTANG

PENTECOSTAL CHURCH OF GOD
913 S JONES, MUSTANG OK 73064
LOTS 4-5 BLOCK 8 MUSTANG

Due care and diligence have been exercised in preparing this report; however, no liability is assumed for the correctness or completeness of information furnished.

DATED: October 27, 2017 at 7:30 AM

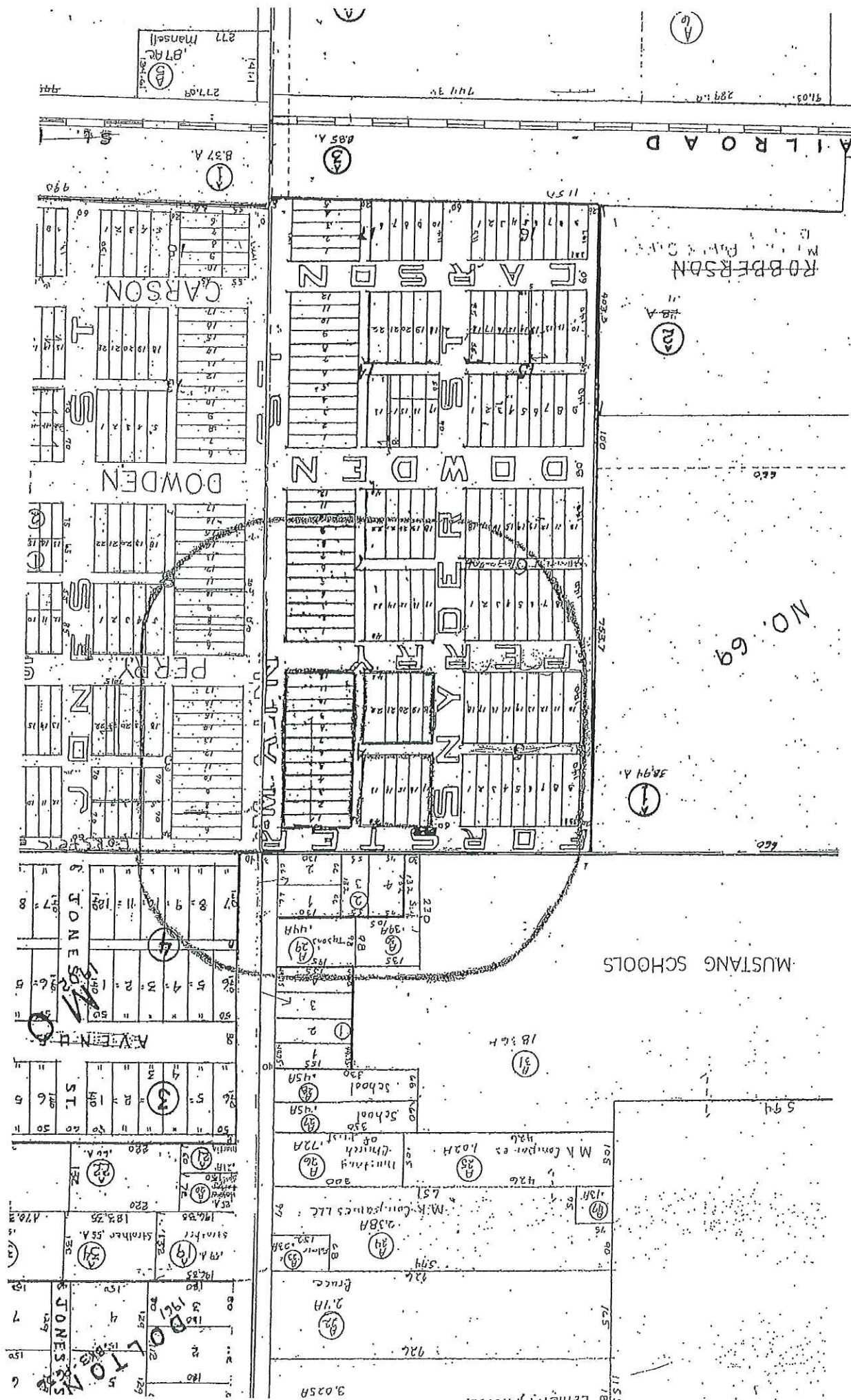
OLD REPUBLIC TITLE COMPANY OF OKLAHOMA
Bonded Abstractor


Authorized Signatory

Tasha Kirkland, License #2067

COMPLETED: November 2, 2017

Order No. 17206315



CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. H-4

2. MEETING DATE: June 5, 2018

3. TITLE: Preliminary Plat Application PP-2-28-18-1-27, Pine Canyon Addition, B & J Investments, LLC, NE/4 Section 29, T11N, R5W, Approximately 24.97 acres, 76 lots.

4. COUNCIL ACTION: Discussion, Consideration and Possible Action to Approve or Deny Preliminary Plat

5. INITIATOR: Community Development Department

6. PROJECT DESCRIPTION: The applicant, B & J Investments, LLC, has submitted a **Preliminary Plat** for Pine Canyon Addition. This area is zoned R-1, Single Family District, and contains approximately 24.97 acres. This subdivision will ultimately contain 76 residential lots.

The developer has requested two variances. First, they are requesting a 25-foot front yard setback, and second they are requesting a cul-de-sac length of approximately 2300 feet. These variances were approved by the Planning Commission.

All lots exceed the minimum size requirements for R-1 districts. All lots currently exceed the frontage requirements of 45 feet. A fire hydrant will be added between lots 35 and 36.

The city engineer has reviewed and approved all sanitary sewer, water, paving and drainage plans for this subdivision. The fire department has approved the layout.

Maintenance of all common areas and drainage facilities will be the responsibility of the property owners' association. No structures or other obstructions may be placed in a drainage easement.

Character of Neighborhood: This is an area of residential development with R-1 and R-E development in the area.

Zoning and Uses of Property Nearby: Property to the north is zoned R-1, to the east is R-1, to the west is R-E and to the south is R-1.

Conformance with Long-Range Plan: The long-range plan calls for low density residential development in this area, therefore this development conforms to the comprehensive plan.

Utilities and Services: Public water and sewer is available to this property.

Professional Staff Recommendation: Staff recommends approval of the preliminary plat. The plat design meets primary requirements for R-1 development as regulated in our code, with two exceptions for

which the applicant has requested a variance which was approved by the Planning Commission. The city engineer has approved all civil aspects of the plat. The fire department has approved the layout.

Planning Commission Findings: The Mustang Planning Commission voted unanimously to recommend approval of this final plat at their May 8, 2018 meeting. Please see attached minutes. Note: These minutes have not yet been formally approved by the Planning Commission.

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: None

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

PLANNING COMMISSION MEETING

MINUTES MAY 5, 2018

The Mustang Planning Commission met in a regular session on Tuesday, May 8, 2018 at 7:00 p.m. at the Mustang Municipal Building, City Council Chambers at 1501 N. Mustang Road. Notification of the meeting was posted Wednesday, May 2, 2018 in compliance with the Open Meeting Act (25 OAS, Section 301, et. seq.)

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

II **PLEDGE OF ALLEGIANCE**

III. **ROLL CALL**

MEMBERS PRESENT:

Commissioner **Brad Homer**
Commissioner **Jan Yakish**
Commissioner **Dan Hix**, Secretary
Commissioner **Jesse Bratton**
Commissioner **Billy McDaniel**, Chairman
Commissioner **Jerry Brown**
Commissioner **David Russell**

MEMBERS ABSENT:

STAFF PRESENT:

Melissa Helsel, Community Development Director
Radika Wheeler, Office Administrator
Justin Goodwin, Audio Visual Systems Operator
Morgan Shepard, City Planner

CITY ATTORNEY:

V. **APPROVAL OF MINUTES:** Approval of Minutes from the April 10, 2018 Planning Commission Meeting. **Mr. Bratton** made a motion to approve the minutes, **Mr. Hix** seconded the motion. The motion was approved unanimously.

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

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

1. **Preliminary Plat Application PP-2-28-18-1-27, Pine Canyon Addition, B & J Investments, LLC, NE/4 Section 29, T11N, R5W, Approx 24.97 acres, 76 lots.**

Community Development Director, Melissa Helsel, provided a brief overview. The applicant, B & J Investments, LLC, has submitted a Preliminary Plat for Pine Canyon Addition. This area is zoned R-1, Single Family District, and contains approximately 24.97 acres. This subdivision will ultimately contain 76 residential lots and three large common areas. The developer has requested two variances. First, they are requesting a 25-foot front yard setback, and second they are requesting a cul-de-sac length of approximately 2,300 feet. The Fire Department and Staff have no issues with the length of the cul-de-sac due to the turnaround in the middle.

All lots exceed the minimum size requirements for R-1 districts. All lots currently exceed the frontage requirements of 45 feet. A fire hydrant will be added between lots 36 and 36. The city engineer has reviewed and approved all sanitary sewer, water, paving and drainage plans for this subdivision. The fire department has approved the layout. Maintenance of all common areas and drainage facilities will be the responsibility of the property owners' association. No structures or other obstructions may be placed in a drainage easement.

This is an area of residential development with R-1 and R-E development in the area. Property to the north is zoned R-1, to the east is R-1, to the west is R-E and to the south is R-1. The long-range plan calls for low density residential development in this area, therefore this development conforms to the comprehensive plan. Public water and sewer is available to this property.

Staff recommends approval of the preliminary plat. The plat design meets primary requirements for R-1 development as regulated in our code, with two exceptions for which the applicant has requested a variance. The city engineer has approved all civil aspects of the plat. The fire department has approved the layout. The City Attorney has comments that are not on the preliminary plat but will be made before the City Council meeting.

Mr. Brown asked when staff received the attorney's comments. **Ms. Helsel** responded yesterday. The cul-de-sac length with the turnaround is recommended because the only other option is to provide access from one of the streets that end at the property, the neighbors voiced strong opinions against this.

Mr. Russell asked about the turning radius for the island. **Ms. Helsel** responded it was approved by fire.

Mr. Brown asked if the residents within 300 feet were notified. **Ms. Helsel** responded not for preliminary plats.

Mr. McDaniel opened the public hearing.

Mark Grubb, 1819 S Morgan Road, spoke on behalf of the applicant. He stated the hardship was the unique lot size, 2,600 feet long and 400 feet wide. The long cul-de-sac is the only option to make the best use of the property and honor the neighbor's requests. The residents asked that the development not have access from their streets and to keep the trees. Mr. Grubb stated that if the variances were an issue, he would request the Commissioners vote on them separately.

Mr. McDaniel stated that he remembers the neighbor's concern of flooding. He likes that the trees will be left as part of a greenbelt and the addition of all the other drainage improvements.

Mr. Grubb stated the subdivision would have storm sewers, drainage ponds, drainage channels and open space areas to help with storm water.

Ms. Yakish asked for clarification. Mr. Grubb responded that all these improvements are designed to catch and direct the runoff so it will be discharging at a slower rate which would improve the stormwater issues of the property.

Mr. McDaniel asked if they insisted on a 30 foot building line, would that change the size of the greenbelt or common area. Mr. Grubb responded it would not.

Mr. Brown asked if he could include in the covenants to not park on the street. Mr. Grubb responded yes, he includes that in all subdivision covenants.

Dale Castor, 815 E Lea Terrace, asked who would take care of the greenbelt. Mr. Grubb responded the Homeowners Association.

Beth Littleton, 629 E Lea Terrace, stated there were many ruts located on the property and if they would be fixed. **Mr. McDaniel** stated he assumed they would.

Ms. Littleton asked if the flooding on the neighboring properties would be improved. **Mr. McDaniel** responded yes, in his personal experience and this development has additional stormwater mitigation.

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

The Commissioners discussed the variance request for 25-foot front yard setbacks.

Ms. Helsel stated that most people in subdivisions like these have a 10-foot easement, these will have a 20-foot easement they can't build on. She is anticipating frustration by these residents when they can't build on 20 feet of their property. The 25-foot setback would give them more yard.

Ms. Yakish voiced her concerns for safety issues from a reduced front yard setback.

Mr. Russell made a motion to approve the variance for a 25-foot front yard setback. **Mr. Homer** seconded the motion.

A roll call vote was taken:

Brad Homer	Yes
Jan Yakish	No
Dan Hix	Yes
Jesse Bratton	Yes
Billy McDaniel	Yes
Jerry Brown	Yes
David Russell	Yes

The motion was approved 6-1.

Mr. Homer made a motion to approve the preliminary plat with the cul-de-sac length of approximately 2,300 feet and include the changes requested by the City Attorney. **Ms. Yakish** seconded the motion.

A roll call vote was taken:

Brad Homer	Yes
Jan Yakish	Yes
Dan Hix	Yes
Jesse Bratton	Yes
Billy McDaniel	Yes
Jerry Brown	Yes
David Russell	Yes

The motion was approved unanimously.

VI. NEW BUSINESS: No new business was declared.

VII. COMMISSIONER, STAFF COMMENTS:

VII. ADJOURNMENT:

Mr. Homer made a motion to adjourn. **Mr. Hix** seconded the motion, which was approved unanimously. The meeting was adjourned at 7:49 p.m.

CHAIRMAN

DATE

SECRETARY



April 10, 2018

Ms. Melissa Helsel, Director
Community Development Department
1501 N. Mustang Road
Mustang, OK 73064

RE: Pine Canyon Preliminary Plat

Dear Melissa,

As you know, the preliminary plat for Pine Canyon has been submitted to your office for consideration by the Planning Commission on May 8th. The development consists of single family residential lots designed in accordance with the R-1 district.

By this letter I am requesting that a variance be considered by the Planning Commission to Section 106-298(15.b) of the Mustang Municipal Code relating to connectivity to adjoining properties.

The developer of this subdivision is requesting that a street stub to the south not be required due to the existing active pipeline that runs along the entire south boundary and because the property owners to the south do not want the connection. The request to not require the north street stub is because the property to the north is not owned by this developer and that property has alternate access to the east and west.

Please don't hesitate to contact me if you have any questions in regard to this request.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mark Grubbs', is written over a circular blue stamp.

Mark Grubbs

mark.grubbs@gc-okc.com



February 27, 2018

City of Mustang
Community Development Department
1501 N Mustang Road
Mustang, OK 73064

To Whom It May Concern:

I hereby certify that the preliminary plat of Pine Canyon has, to the best of my ability, been designed in accordance with the Comprehensive Plan of the City of Mustang, and in accordance with the majority of ordinances and regulations governing the subdivision of land.

However, due to the long and narrow configuration of the property, a request for variances to the street jog/separation, the maximum block length and maximum cul-de-sac length is hereby requested. The developer is also requesting a variance to the front yard setback in order to permit a reduced front building setback of 25 feet.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Mark Grubbs', is written over a circular blue ink stamp or seal.

Mark Grubbs, P.E.
Grubbs Consulting LLC



OFFICE OF THE CITY ATTORNEY

Mustang



Oklahoma

MEMORANDUM

TO: City Council
FROM: Jon Miller, City Attorney
DATE: May 10, 2018
RE: Pine Canyon Preliminary Plat

The following are my comments on the Pine Canyon preliminary plat that were provided to the Planning Commission. The response to these comments by the developer and the Planning Commission are included below.

1. The preliminary plat does not have required 20 foot utility easements on the rear lots. Sec. 106-300(b) requires that utility easements be within a 20' easement along the rear lot line.

RESPONSE: The developer agreed to include the required easement. The Planning Commission recommended approval included the condition that the developer add the required easements.

2. Landowner requests several variances. Sec. 106-51 provides that whenever the tract to be subdivided is of such unusual size, shape or topographical condition or is surrounded by such development or unusual conditions that the strict application of the requirements contained Chapter 106 would result in a substantial hardship or inequity, the planning commission may vary requirement of design, but not of procedures or improvements. The variance must preserve the purpose, general intent and spirit of this chapter and shall protect the public welfare and interest of the city. The planning commission shall not approve variations unless it meets the general requirements for a variance:
 - a. The granting of the variation shall not be detrimental to the public safety, health or general welfare, or injurious to nearby property.
 - b. The conditions upon which the request for variation is based are unique to the property for which the variation is sought and are not applicable generally to other property.

- c. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owners would result, as distinguished from mere inconvenience, if the strict letter of this chapter is carried out; and
- d. The variation will not in any manner vary the provisions of the zoning ordinance.

Additionally, the developer must request the variance in writing when the preliminary plat is filed. Sec. 106-53. Under Sec. 106-54, approval of the variance requires an affirmative vote of three-fourths of the full membership of the planning commission and shall be subject to:

- a. Reaffirmation by the planning commission at the time of final plat approval; and
- b. Acceptance of the final plat and the dedications thereon by the city council.

RESPONSE: The Planning Commission vote to approve the requested variances passed with a 3/4ths vote.

- 3. Corrections to legal calls:
 - a. The legal description for the north and south lines of Tract 1, the north line of Tract 2 and the south line of Tract 2 shows calls of S 89°50'07" E. However, the plat shows the calls as S 89°50'21" E. The latter calls, S 89°50'21" E, are used in the legal descriptions of the common areas. The calls for these same lines should match. The plat should be corrected to show consistency in the calls for these lines.
 - b. The directional calls of the west lines of Tract 1 and 2 are not shown on the plat, and should be included (it can be one call for the west line).
 - c. For common area A, the distance north-south is shown on the plat as 66.42 feet, but is shown in the legal description as 88.42 feet. The distance should match.
 - d. The legal calls for the common areas, including POBs, are not reflected on the preliminary plat. The calls should be included on the plat.
 - e. The initial call for Common Area B, with a distance of 2305.25, does not appear to be correct. In Common Area A, the same distance call is 2,306.56, but that call is after moving 50' west to the POB, which would make the distance from the east line 2,356.56. I believe the initial call for Common Area B should be 2,356.56.
 - f. The directional call for the west line of Common Area B shows N 00°09'29" W. This directional call does not match the directional call of Tracts 1 and 2. The calls should match for the identical line.

RESPONSE: The developer agreed to correct the legal calls. The Planning Commission recommended approval included the condition that the developer correct the legal calls.

- 4. The street exceeds the maximum length for cul-de-sacs. Under Sec. 106-298(7), note 2, a cul-de-sac shall not exceed 500 feet in length. That section also provides that: "When topography or ownership create a hardship, the planning commission may waive the 500-foot maximum cul-de-sac length, but in no case shall the cul-de-sac length be in excess of 1,000 feet." In this case, the street length is approximately 2,305 feet. Sec. 106-298(15) also

allows a permanent dead-end street or cul-de-sac, and provides that a cul-de-sac shall not exceed 500 feet in length. That subsection provides that "when deemed advisable, the planning commission may permit a variation from this length in order to adjust for topographic conditions." The subpart (15) variance does not limit the variance length to 1,000 feet or less.

RESPONSE: The Planning Commission recommended approved of the plat, with the requested variance to the length of the cul-de-sac.

5. The plat includes 25' building set back lines. The code requires 30' building set back lines, except on cul-de-sacs. I understand that the developer is requesting a variance. See discussion above on variances.

RESPONSE: The Planning Commission recommended approved of the plat, with the requested variance to the building set back line.

6. The note regarding maintenance of the common areas should be expanded to include the following language:

The property owners' association shall, at a minimum, include as members the then current owners of tracts within the platted area, and shall exist in perpetuity. The obligation to maintain the Common Areas is intended to benefit, and may be enforced by, the City of Mustang.

RESPONSE: The developer agreed to add the requested language. The Planning Commission recommended approval included the condition that the developer add the requested language.

Jon Miller

From: Jon Miller <jemyukonlaw@swbell.net>
Sent: Friday, May 04, 2018 11:34 AM
To: Melissa Helsel (mhelsel@cityofmustang.org)
Subject: PINE CANYON PRELIMINARY PLAT

Melissa,

A few more comments on the Pine Canyon preliminary plat:

1. The preliminary plat does not show the location of the sidewalks. Sec. 106-145(19).
2. The preliminary plat does not show the names and addresses of the owners of record. Sec. 106-145(3).

Sincerely,

Jonathan E. Miller
Wheatley, Segler, Osby & Miller, LLC
501 West Main St.
P.O. Box 850126
Yukon, Oklahoma 73085
Telephone: (405) 354-5276
Facsimile: (405) 350-0537

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MUSTANG FIRE DEPARTMENT

CRAIG CARRUTH
Fire Chief

ROY WIDMANN
Deputy Fire Chief

MEMORANDUM

TO: Community Development Department

FROM: Mike Carroll, Fire Prevention Officer

DATE: March 13, 2018

RE: Pine Canyon Addition (Preliminary Plat)

The Fire Prevention Department has reviewed the plans for Pine Canyon Addition (Preliminary Plat) and requires the following:

- 1) Street name shall be prefaced with corresponding direction (E. Barajas Trail Terrace).
- 2) Move the fire hydrant from Lot 30 to the property line between lots 35 & 36.
- 3) Keep the fire hydrant on lot 29 as proposed
- 4) Add a fire hydrant and valve to the property line between lots 22 & 23.
- 5) Move the fire hydrant from lot 19 to the property line between lots 15 & 16.
- 6) Move the fire hydrant from lot 10 to the property line between lots 8 & 9.
- 7) Move the fire hydrant from lot 2 to the N.E. corner of lot 1.
- 8) If there is an electronically operated gate that would deny entry in an emergency situation, a Knox key switch (NO SUBSTITUTIONS) shall be provided and installed near the keypad for emergency vehicle access.



April 30, 2018

Melissa Helsel
Community Development Director
City of Mustang
1501 N Mustang Road
Mustang, OK 73064

**RE: Pine Canyon – Preliminary Plat
Mustang, Oklahoma**

Dear Ms. Helsel:

CGE has completed its review of the Preliminary Plat and Preliminary Drainage Calculations. Please accept this letter as a formal recommendation of approval for the preliminary plat and for Grubbs Consulting, LLC to proceed to final construction drawings and final reports per the City of Mustang's Regulations and Ordinances.

Thanks for your attention and should you have any questions please contact the undersigned.

Sincerely,

Cowan Group Engineering, LLC

A handwritten signature in blue ink, appearing to read 'Sean Fairbairn'.

Sean Fairbairn, P.E., CFM

SKF/skf

Cc: Mark Grubbs, P.E. – Engineer of Record – Grubbs Consulting, LLC
Michael Taylor, P.E. – Cowan Group Engineering, LLC

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: N-5

2. MEETING DATE: June 5, 2018

3. TITLE: Acceptance of contract and bonds for Wynn Construction for project labeled Mustang Wastewater Treatment Plant Improvements Phase II C&D

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Justin Battles, Assistant City Manager

6. BACKGROUND:

The City of Mustang and Cowan Group Engineering published a notice to bidders for project labeled WWTP Improvements Phase II C&D. This projects includes expanding the current treatment capacity of the wastewater treatment plant to 3 million gallons per day. Bids were received until April 24 at 10 am. A total of 4 bids were accepted and awarded at the May 1, 2018 City Council meeting.

Company:	Base bid:	Alt.1	Alt.2	Alt.3	Total:
BRB Const. Inc.	\$4,139,000.00	\$783,193.45	\$59,500	\$17,600	\$4,999,293.45
Crossland Const.	\$4,459,485.00	\$789,151.00	\$28,000	\$6,900	\$5,283,536.00
Walters Morgan	\$4,063,761.00	\$920,968.00	\$49,800	\$27,400	\$5,061,929.00
Wynn Const.	\$4,061,480.00	\$868,389.00	\$33,738	\$31,709	\$4,995,316.00

7. FINANCIAL IMPACT: \$4,995,316.00

8. STAFF'S COMMENTS: Staff recommends accepting contract and bonds to the lowest qualified bidder, Wynn Construction.

9. STAFF SOURCE: Justin Battles, Assistant City Manager

CONTRACT AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this 5th day of June 2018 by and between the Mustang Improvement Authority, Mustang, Oklahoma, party of the first part, hereinafter termed "Owner", and Wynn Construction Co., party of the second part, hereinafter termed "Contractor".

WITNESSETH:

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

This project consists of furnishing all required materials, supplies, equipment, tools, and plant to perform all necessary labor for the construction of Mustang WWTP Improvements Phase IIC & IID.

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

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

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

Four Million, Nine Hundred Ninety-Five Thousand, Three Hundred Sixteen Dollars (\$4,995,316.00)

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

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

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

- a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
- b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities.
- c. At the end of each month the Engineer will make written estimates of the materials

item and calculate his unit price bid for each item accordingly. Bids will be compared on the basis of number of units stated in the bidding schedule. Payment on the contract or unit price items will be based on the actual number of units installed in the completed work. No increases or decreases in the approximate quantities shall exceed twenty (20%) percent without approval of the City Engineer.

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

"OWNER"

MUSTANG IMPROVEMENT AUTHORITY

By: _____

ATTEST

City Clerk

APPROVED as to form ~~and legality~~ this 5th day of June, 2018.

CITY ATTORNEY

APPROVED by the Mustang Improvement Authority this 5th day of June, 2018.

"CONTRACTOR"

If an Individual: (signature) _____

doing business as: _____

If a Partnership: (signature) _____

By (Printed Name and Title): _____

Names of other partners: _____

If a Corporation: (signature) Rick Thompson

By (Printed Name and Title): Rick Thompson- President



ATTEST:

Tyler Bahner
Tyler Bahner- Secretary

(CORPORATE SEAL)

Business Address of Contractor

Wynn Construction Co., Inc.

11901 North Eastern Ave.

OKC, OK 73131

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond No.: 30031643

That Wynn Construction Co., Inc., as Principal, and Western Surety Company,

a Corporation organized under the laws of the State of South Dakota,

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

unto Mustang Improvement Authority

in the penal sum of Four Million, Nine Hundred Ninety-Five Thousand, Three Hundred Sixteen Dollars (\$4,995,316.00) 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 June, 2018.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with MUSTANG IMPROVEMENT AUTHORITY, dated June 5, 2018, for:

Mustang WWTP Improvements Phase IIC & IID

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

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

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

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

ATTEST:

Stephan Paul

PRINCIPAL: Wynn Construction Co., Inc.

Rick Thompson



BY: Rick Thompson, President

Surety:

Address of Surety or Agent:

5100 N. Classen Blvd.

Western Surety Company

Suite 300

By: Maribeth Moak
Attorney-in-Fact, Maribeth Moak

Oklahoma City, OK 73118

Telephone No. (405) 523-2100



APPROVED as to form and legality this 5th day of June, 2018.

CITY ATTORNEY

APPROVED by the Mustang Improvement Authority this 5th day of June, 2018.

ATTEST:

CITY CLERK

MAYOR

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond No.: 30031643

That we, Wynn Construction Co., Inc., as Principal, and Western Surety Company, as Surety, authorized and, where required, licensed to transaction business in the State of Oklahoma, are held and firmly bound unto THE STATE OF OKLAHOMA, in the sum of Four Million, Nine Hundred Ninety-Five Thousand, Three Hundred Sixteen Dollars (\$ 4,995,316.00), in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%) of the contract price for the payment of which, well and truly to be made, we, and each of us, on behalf of ourselves and our heirs, executors, administrators, trustees, successors and assigns, jointly and severally, firmly by these presents:

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the City of Mustang, State of Oklahoma, dated June 5, 20 18, for Mustang WWTP Improvements Phase IIC & IID (the "Contract"), for the erection and construction of said work and/or improvement, all in compliance with the plans and specifications therefore, made a part of said Contract and on file at the office of the City Clerk, City of Mustang, 1501 North Mustang Road, Mustang, Oklahoma 73064;

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

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

[Remainder of page intentionally left blank.]

Dated this _____ day of _____, 20_____.



PRINCIPAL: Wynn Construction Co., Inc.

ATTEST:

Jillie Bahner
Secretary

By: Rick Thompson
It's President

SURETY

Western Surety Company



Jana Taylor
Witness, Jana Taylor

By: Maribeth Moak
It's Attorney-in-fact, Maribeth Moak

REVIEWED and APPROVED by THE CITY OF MUSTANG this 5th day of June, 2018.

MAYOR

ATTEST:

City Clerk

Approved as to form this 5th day of June, 2018.

Municipal Counselor

WATER AND SEWER MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond No.: 30031643

That we, Wynn Construction Co., Inc., as Principal, and Western Surety Company as surety, are held and firmly bound unto the Mustang Improvement Authority, of Oklahoma, in the full and just sum of Five Million, Four Hundred Ninety-Four Thousand, Eight Hundred Forty Seven Dollars and Sixty Cents, (\$5,494,847.60), 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 June, 20 18. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: **THE MUSTANG WWTP IMPROVEMENTS PHASE IIC & IID** 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 Mustang Improvement Authority.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the Authority all damages, loss and expense which may result by reason of 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 Authority, then this obligation shall be null and void, otherwise, to be and remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against 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 MUSTANG IMPROVEMENT AUTHORITY, 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:

Stephen Paul



Wynn Construction Co., Inc.

Principal

By:

Rick Thompson
Rick Thompson, President

Witness:

Jana Taylor

Jana Taylor

Western Surety Company

Surety

By:

Maribeth Moak
Maribeth Moak, Attorney-in-Fact



Approved as to form this 5th day of June, 20 18.

City Attorney

REVIEWED AND APPROVED by the Council of the Mustang Improvement Authority this

5th day of June, 20 18.

Attest:

Mayor

City Clerk

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

John G Hester, Carrie J True, Jana M Taylor, Paul B Moore, Jeffrey J Burton, Jana D. Dean, David Dutton, Gary Jarmon, Maribeth Moak, Bill Orcutt, Dillon B Rosenhamer, Michael F Ross, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of September, 2017.



WESTERN SURETY COMPANY

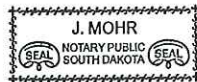
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of September, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of June, 2018.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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



WYNNCON01C

MMOAK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/07/2018

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

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

PRODUCER INSURICA - Oklahoma City 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118	CONTACT NAME:	
	PHONE (A/C, No, Ext): (405) 523-2100	FAX (A/C, No): (405) 556-2332
INSURED Wynn Construction Co. Inc. 11901 N. Eastern Avenue Oklahoma City, OK 73131	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Phoenix Insurance Company	
	INSURER B: Travelers Casualty and Surety Co. of America	
	INSURER C: Travelers Property Casualty Co. of America	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	CO-5D706250	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ HIRED CAR PD ☒ COMP/COLL DED \$1,000	X	X	8105D706250	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB5D706250	10/01/2017	10/01/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Builders Risk			6608816L381	10/01/2017	10/01/2018	100% of contract +3%
C	Builders Risk			6608816L381	10/01/2017	10/01/2018	Deductible 2,500

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

RE: MUSTANG WWTP IMPROVEMENTS PHASE 2C & 2D

Certificate Holder is added as an Additional Insured with respect to General Liability and Automobile Liability if required or agreed to in a written contract subject to all provisions and limitations of the policy. Certificate Holder is added for Waiver of Subrogation with respects to the General Liability, Automobile and Workers Compensation if required or agreed to in a written contract subject to all provisions and limitations of the policy. These policies are primary and non-contributory if required or agreed to in a written contract subject to all provisions and limitations of the policy. Certificate Holder is provided 30 days' notice of cancellation (10 days for non-payment) for General Liability, Automobile Liability and Workers' Compensation if required or agreed to in a written contract subject to provisions and limitations of the policy.

CERTIFICATE HOLDER

CANCELLATION

MUSTANG IMPROVEMENT AUTHORITY
1501 NORTH MUSTANG ROAD
Mustang, OK 73064

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

AUTHORIZED REPRESENTATIVE

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: H-6

2. MEETING DATE: June 5, 2018

3. TITLE: Acceptance of bids and awarding lowest qualified bidder for project labeled Field Lighting for Wild Horse Park Soccer Complex

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Justin Battles, Assistant City Manager

6. BACKGROUND:

The City of Mustang placed specifications and product information out for bid to install new lighting on two fields at the Wild Horse Park Soccer Complex. Specifications called for the installation of lights, poles and support systems to operate. Three bids were received:

Company:	Bid:
Libra Electric	\$119,597.00
Shawnee Lighting	\$80,300.00
Electrical Express	\$75,000.00

7. FINANCIAL IMPACT: None/ Contract approval

8. STAFF'S COMMENTS: Staff recommends accepting all qualified bids and awarding to the lowest qualified bidder, Electrical Express.

9. STAFF SOURCE: Justin Battles, Assistant City Manager

[illegible]

BID PROPOSAL

Mustang's Wild Horse Bid Proposal Soccer Complex Lighting Project Mustang, OK

The undersigned bidder, in compliance with your request for bids for the lighting installation at the above project, having examined specifications, related documents, and site of the proposed project, hereby proposes to furnish the equipment and material needed for installation as described in the specifications.

Bid Price:

\$ 75,000

We propose to complete the work within 90 days from the date of receipt of notice to proceed.

Electrical Express LLC
Company Name

[Signature]
Authorized Signature

PO Box 30121
Address

Edmond OKLA.
City/State/ZIP

(405) 639-1989
Telephone

5-23-18.
Date

Appendum #1 Received 5-18-18.

References

Mustang's Wild Horse Bid Proposal Soccer Complex Lighting Project Mustang, OK

Please provide three references from prior jobs similar to the above referenced project.

Musco Sport Lighting Mike Cook (405) 834-0633
Company Name: Contact: Telephone:

United Turf And Track Dillon Ripley (405) 747-7748
Company Name: Contact: Telephone:

Crty of Edmond Jimmy Lettmar (405) 520-9204
Company Name: Contact: Telephone:

NON-COLLUSION AFFIDAVIT

STATE OF OKLA.)
) SS.
COUNTY OF OKLA.)

Kent Dadd, of lawful age, being first duly sworn
on oath that (s)he is the agent authorized by the firm of Electrical Express LLC
to submit the above bid to the City of Mustang/Mustang Improvement Authority.

Affiant further states that such firm has not paid, given, or donated or agreed to pay, give,
or donate to any officer or employee of the Mustang Improvement Authority, any money or
other thing of value, either directly or indirectly, in the procuring of the Contract.

Affiant further states that the bidder has not been a party to any collusion among bidders
in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from
bidding; or with any city official or employee as to quantity, quality or price in the prospective
contract, or any other terms of said prospective contract; or in any discussions between
bidders and any state officials concerning exchange of money or other thing of value for
special consideration in the letting of a contract.

[Signature]
Contractor Signature

Kent Dadd owner
Printed Name/Title

Subscribed and sworn before me this 18th day of May, 2018

[Signature]
Notary Public

My Commission Expires:

7/22/21

(Seal)



SIMILAR JOBS COMPLETED

1) PUTMAN CITY SCHOOLS SOFTBALL FIELDS	\$250,000
2) CITY OF CHOCTAW SPORTS COMPLEX-SOFTBALL	\$275,000
3) CHEROKEE SPORTS COMPLEX-BASEBALL,SOFTBALL,FOOTBALL	\$350,000
4) MIDWEST CITY THUNDER BASKETBALL COURTS	\$150,000
5) OKLAHOMA CHRISTIAN UNIVERSITY BASEBALL	\$250,000
6) OKLAHOMA CHRISTIAN UNIVERSITY SOFTBALL	\$250,000
7) CITY OF CLINTON SOCCER FIELDS	\$200,000
8) REJOICE CHRISTIAN SCHOOLS (OWASSO)-FOOTBALL	\$175,000
9) OAKDALE PUBLIC SCHOOLS FOOTBALL FIELDS	\$175,000
10) OAKDALE PUBLIC SCHOOLS TENNIS COURTS	\$125,000
11) COMMUNITY CHRISTIAN SCHOOLS FOOTBALL	\$175,000
12) COVINGTON PUBLIC SCHOOLS FOOTBALL FIELD	\$278,000
13) PORTER PUBLIC SCHOOLS-FOOTBALL FIELD	\$200,000
14) CAMERON UNIVERSITY BASEBALL/SOFTBALL FIELDS	\$350,000
15) REDROCK SOFTBALL COMPLEX	\$400,000



OKLAHOMA CHRISTIAN SOFTBALL COMPLEX



CHEROKEE SPORTS COMPLEX



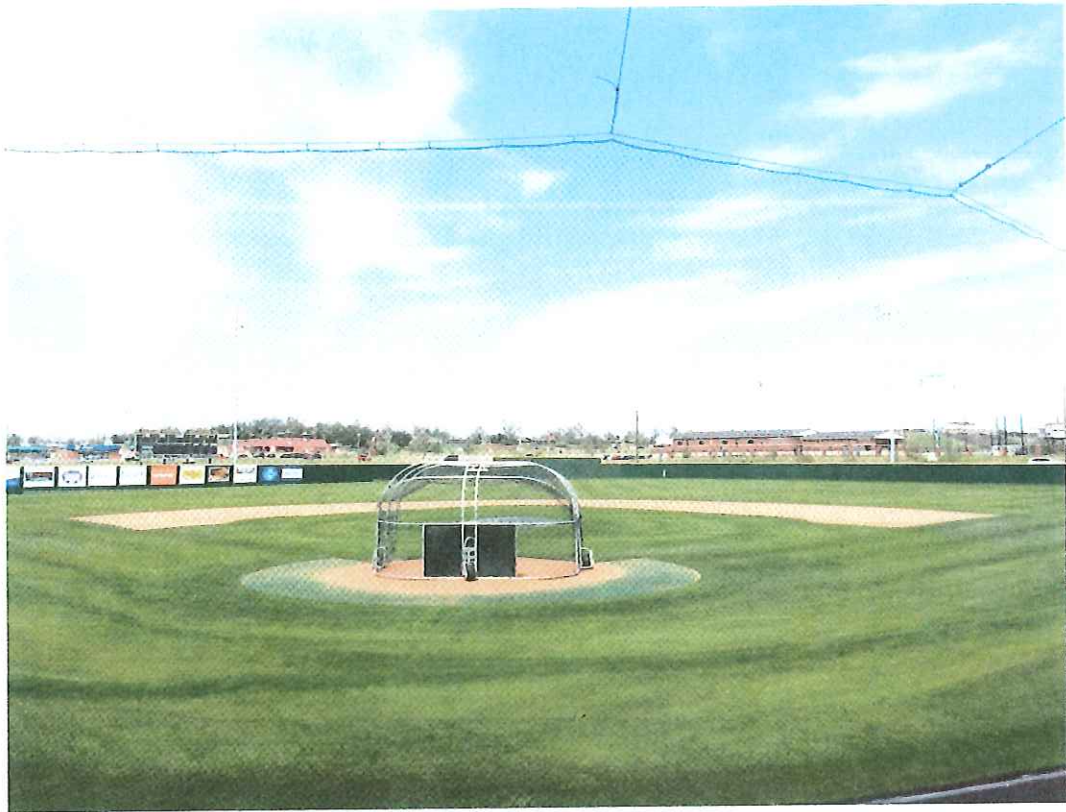
CHOCTAW BOUSE PARK BASEBALL FIELDS



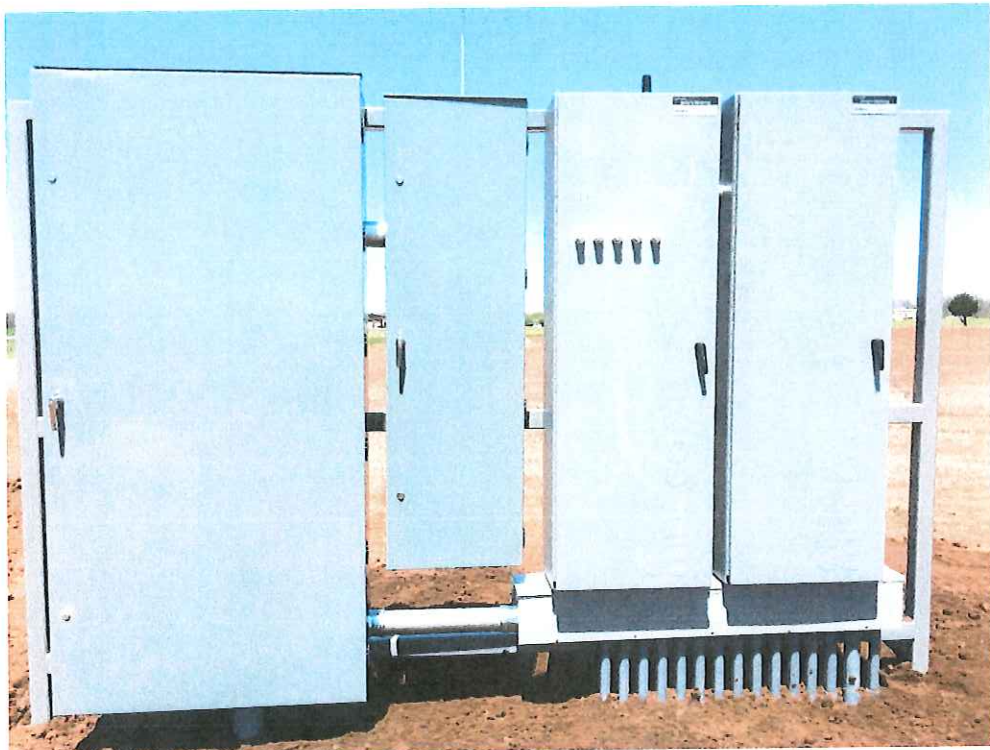
REJOICE CHRISTIAN FOOTBALL FIELDS, OWASSO



CAMERON UNIVERSITY BASEBALL FIELD



CAMERON SOFTBALL FIELD



POWER PANELS & CONTACTOR CABINETS

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: H-7

2. MEETING DATE: June 5, 2018

3. TITLE: Acceptance of contract from Electrical Express for project labeled Field Lighting for Wild Horse Park Soccer Complex

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Justin Battles, Assistant City Manager

6. BACKGROUND:

The City of Mustang placed specifications and product information out for bid to install new lighting on two fields at the Wild Horse Park Soccer Complex. Specifications called for the installation of lights, poles and support systems to operate. Electrical Express is the lowest qualified bidder.

Company:	Bid:
Electrical Express	\$75,000.00

7. FINANCIAL IMPACT: \$75,000.00

8. STAFF'S COMMENTS: Staff recommends accepting contracts and bonds for Electrical Express.

9. STAFF SOURCE: Justin Battles, Assistant City Manager

AGREEMENT FOR SERVICES

CITY OF MUSTANG

This Agreement is made and entered into this _____ day of June, 2018, by and between the **City of Mustang**, 1501 N. Mustang Road, Mustang, Oklahoma 73064, hereinafter referred to as ACity@, and **Electrical Express LLC**, PO Box 30121, Edmond, OK 73003, hereinafter referred to as AContractor@.

WITNESSETH:

WHEREAS, the Contractor is a contractor, with experience in installation of outdoor sports electrical lighting systems; and,

WHEREAS, the City has a need for installation of installation of soccer field lighting for the City of Mustang Parks and Recreation Department at Wild Horse Park Complex; and

WHEREAS, the City let for public bid the installation of soccer field lighting for the City of Mustang Parks and Recreation Department at Wild Horse Park Complex, all as set forth in the Bid Packet, Contractor's Scope of Work, and Control System Summary (the ABid Packet@) and Contractor's submitted bid response ("Contractor's Bid"). The Bid Packet and Contractor's Bid are attached hereto and incorporated herein. In event of any conflict between the Bid Packet and Contractor's Bid, the Bid Packet shall control.

WHEREAS, Contractor was the lowest and best bidder, having submitted a bid for installation within 90 days from start date in the amount of Seventy-Five Thousand and No/100 Dollars (\$75,000.00), and the City has awarded said bid to Contractor;

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. **TERM:** This agreement shall commence on the date of acceptance by the City Council of the City of Mustang and shall terminate upon sixty (60) days following final completion of the work required to be performed in the Bid Packet.
2. **CONSIDERATION:** The City agrees to pay Contractor, as consideration for services hereunder, the total sum of Seventy-Five Thousand and No/100 Dollars (\$75,000.00), to be paid within thirty (30) days following complete installation of soccer field lighting in accordance with the Bid Packet, and acceptance thereof by City. Contractor shall make application to City when payment is required hereunder.
3. **SERVICES:** In consideration of the above, the Contractor agrees to provide the products and services required under the Bid Packet. The terms and conditions of the Bid Packet are incorporated verbatim herein.

Contractor agrees to keep the premises free from accumulation of waste materials and rubbish and, at the completion of the work, to remove from the premises, at Contractor's expense, all rubbish, waste, dirt, and surplus materials and to leave the premises clean.

This contract is not assignable by Contractor without the prior written consent of City.

4. **BONDS AND INSURANCE.** Contractor shall provide proof of the bonds and insurance required in the Bid Packet prior to execution of the contract, including but not limited to:

- A) A bond with good and sufficient sureties payable to the state in a sum not less than the total sum of the contract, or an irrevocable letter of credit, containing terms the Department of Central Services prescribes, to be issued for the benefit of the state by a financial institution insured by the Federal Deposit Insurance Corporation in a sum not less than the total sum of the contract, to ensure the proper and prompt completion of the work in accordance with the contract and shall ensure that the contractor shall pay all indebtedness the contractor incurs for the contractor's subcontractors and all suppliers of labor, material, rental of machinery or equipment, and repair of and parts for equipment the contract requires the contractor to furnish. (61 O.S. ' ' 1 and 113.)
- B) A bond in a sum equal to the contract price, with adequate surety, or an irrevocable letter of credit containing terms prescribed by the Construction and Properties Division of the Department of Central Services issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation for the benefit of the state, on behalf of the awarding public agency, in a sum equal to the contract price, to ensure the proper and prompt completion of the work in accordance with the provisions of the contract and bidding documents. (61 O.S. ' 113.)
- C) A bond in a sum equal to the contract price or an irrevocable letter of credit containing terms as prescribed by the Division issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation for the benefit of the state, on behalf of the awarding public agency, in a sum equal to the contract price, to protect the awarding public agency against defective workmanship and materials for a period of one (1) year after acceptance of the project. (61 O.S. ' 113.)
- D) Public liability insurance in an amount of no less than \$1,000,000.00 and workers' compensation insurance. (61 O.S. ' 113.)

5. **INDEMNITY.** Contractor agrees to indemnify and hold harmless the City from any and all liability, loss or damage the City may suffer as a result of claims, demands, costs or judgments against it arising from the activities of Contractor.

6. **POLICIES AND CODES.** Contractor agrees to comply with all policies adopted by the City concerning the use of City property and facilities by private entities, whether those policies are in existence at the time of the execution of this agreement or are adopted by the City subsequent to the execution of this agreement. Contractor agrees to comply with all building, electrical and other applicable codes and ordinances of City in performance of the service required in the Bid Packet.

IN WITNESS WHEREOF, the parties signify their agreement to all contained herein by the following executions:

THE CITY OF MUSTANG
1501 N. Mustang Road
Mustang, Oklahoma 73064

Electrical Express LLC
PO Box 30121
Edmond, OK 73003

Mayor Jess Schweinberg

By _____

Title _____

ATTEST:

ATTEST:

City Clerk

Secretary

APPROVED AS TO FORM BY:

Jonathan E. Miller
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 **05/01/2018** City Council Minutes
- *2. Approval of **05/07/2018** City Council Special Meeting (Budget Session) Minutes.
- *3. Claims List for **FY 2018**
- *4. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
- *5. Approval to Renew the **Contract for Maintenance & Operations of Public Streets and Mowing & Maintenance of Public Parks and Facilities** with Silver Star Construction Company.
- *6. Acceptance of **Maintenance Bonds** for Storm Sewer and Paving for Crystal Springs Addition.
7. Approval of **Resolution No. 18-046** making Changes in the Mustang Improvement Authority Fund Budget by making a Supplemental Appropriation to Increase the 2017-2018 Fiscal Year Budget by \$4,382.
8. Approval to **Declare Certain Items as Surplus** and Authorize Disposal of those Items.

E. INFORMATION/REPORTS

1. Trustee Manager
2. Trustees

F. DISCUSSION ITEMS

- *1. **Public Hearing** on **Fiscal Year 2018-2019** Annual Budget for the City of Mustang, the Mustang Improvement Authority and Related Funds in Accordance with State Statutes.

- *2. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 18-044**, Approving the **Fiscal Year 2018-2019** Budget for the City of Mustang, Mustang Improvement Authority and Related Funds.
- *3. **Discussion, Consideration and Possible Action** regarding Approval of Contract and Bonds for Wynn Construction for Project labeled Mustang Wastewater Treatment Plant Improvements Phase II C&D.

G. ADJOURNMENT

**MUSTANG IMPROVEMENT AUTHORITY
MAY 1, 2018**

The Mustang City Council met in regular session on Tuesday, May 1, 2018, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Friday, April 27, 2018, at 4:09 p.m in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Chairman Schweinberg called the meeting to order at **8:13 p.m.**

B. ROLL CALL

Trustees Present: Leete
 Grider
 Jones
 Schweinberg

Trustees Absent: Pratt
 Hagan
 Noblitt

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **04/03/18** MIA Minutes.
- *2. Claims List for **FY 2018**
- *3. Approval to Turn **Past Due Utility Accounts** over to Collection Agency.
- *4. Acknowledgement of **Receipt of DEQ Permit** No. WL000009180173 to Construct Water Lines for Hunter's Hill Addition, Phase 4.
- *5. Acknowledgement of **Receipt of DEQ Permit** No. SL000009180174 to Construct Sewer Line for Hunter's Hill Addition, Phase 4.

MOTION was made by **Trustee Grider**, seconded by **Trustee Leete**, to approve Items D-1 thru D-4 of the Consent Agenda.

AYE: Leete, Grider, Jones, Schweinberg

NAY: None

E. INFORMATION/REPORTS

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

F. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Acceptance of Bids and Awarding Lowest Qualified Bid for Project Labeled Mustang Wastewater Treatment Plant Improvements Phase IIC and IID.

MOTION was made by **Trustee Grider**, seconded by **Trustee Jones**, to Accept all bids for the Project Labeled Mustang Wastewater Treatment Plant Improvements Phase II C & D.

AYE: Leete, Grider, Jones, Schweinberg

NAY: None

MOTION was made by **Trustee Leete**, seconded by **Trustee Grider**, to Award the Base Bid plus the Three Alternates to the Lowest Qualified Bidder Wynn Construction in the amount of \$4,995,316.00 for the Project Labeled Mustang Wastewater Treatment Plant Improvements Phase II C & D.

AYE: Leete, Grider, Jones, Schweinberg

NAY: None

G. ADJOURNMENT

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

AYE: Leete, Grider, Jones, Schweinberg

NAY: None

Meeting was adjourned at **8:16 p.m.**

Jess Schweinberg, Chairman

Attest:

Lisa Martin, Secretary

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68 GENERAL GOVERNMENT						
18-0003	01-B0024	BANCFIRST	2013 NOTE PAYMENT	6/2018	201805317610	59,184.17
18-0004	01-B0024	BANCFIRST	2009 OWRB LOAN PAYMENT	6/2018	201805317607	21,939.67
18-0037	01-B0024	BANCFIRST	2014B NOTE PAYMENT	6/2018	201805317611	36,016.25
18-0336	01-B0024	BANCFIRST	2017 NOTE PAYMENT	6/2018	201805317609	78,555.63
18-0594	01-B0024	BANCFIRST	2016 NOTE PAYMENT	6/2018	201805317608	98,350.84
18-0390	01-C0108	COWAN GROUP ENGINEERING, LL	89TH STREET IMPROVEMENTS	5/2018	3531	2,686.00
18-1104	01-C0108	COWAN GROUP ENGINEERING, LL	ENGINEERING FEES	5/2018	3532A	161.00
18-1320	01-C0281	MIA - 4TH PENNY EXCESS 90%	PENNY EXTENSION - 90% EXC	6/2018	201805317631	47,500.00
18-0086	01-D0005	STATE OF OKLAHOMA	ANNUAL DISCHARGE PERMIT	5/2018	18051690027	748.11
18-0091	01-E0043	EMERGENCY MEDICAL SERVICES	AMBULANCE ASSESSMENT	5/2018	201805317655	49,278.00
18-0046	01-G0030	GENERAL FUND	TRANS. OPERATING FUNDS	6/2018	201805317626	245,000.00
18-0008	01-I0015	TYLER TECHNOLOGIES, INC	UB, COURT, ONLINE COMPONE	5/2018	025-224845A	192.00
18-1730	01-L0045	LIMITED PURPOSE FUND	3RD PENNY EXCESS	6/2018	201805317619	117,000.00
18-1758	01-M0194	ALBERT D. SEGROVES	MOVING GATE AT POOL	5/2018	708156	500.00
18-0042	01-M0210	MUSTANG IMPROVEMENT AUTHORITY	TRANSFER CIP FEE	6/2018	201805317624	42,000.00
18-1729	01-P0132	PERSONAL SERVICES FUND	PENNY EXTENSION	6/2018	201805317618	24,000.00
18-0017	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2018	201805317613	8,333.34
18-0044	01-S0205	STREET IMPROVEMENT FUND	12.5% FRANCHISE FEE	6/2018	201805317679	15,000.00
18-1828	01-S0307	SOUTHWESTERN BELL TELEPHONE	ACQUIRE PERMANENT EASEMENT	5/2018	201805317665	1,750.00
18-1269	01-S0332	SMITH ROBERTS LAND SERVICES	RIGHT-OF-WAY & EASEMENT	5/2018	622-02	13,750.00
DEPARTMENT TOTAL:						861,945.01
DEPARTMENT: 72 WATER						
18-0392	01-C0108	COWAN GROUP ENGINEERING, LL	ROCKWELL GROUND STORAGE	5/2018	3534	2,622.00
18-1104	01-C0108	COWAN GROUP ENGINEERING, LL	ENGINEERING FEES	5/2018	3532A	2,459.50
18-1721	01-P0049	PIONEER SUPPLY, LLC	HYDRANTS AND VALVES FOR S	5/2018	62176	9,499.05
DEPARTMENT TOTAL:						14,580.55
DEPARTMENT: 75 SEWER						
18-0391	01-C0108	COWAN GROUP ENGINEERING, LL	WWTP EXPANSION & MODIFICA	5/2018	3535	2,600.00
18-0131	01-O0010	ONE GAS, INC.	GAS SERVICES	5/2018	201805317660	204.64
18-0139	01-O0055	OKLAHOMA GAS & ELECTRIC	ELECTRIC SERVICE	5/2018	201805317677	25.68
DEPARTMENT TOTAL:						2,830.32

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PURCHASE ORDER CLAIM REGISTER

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FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 78		SANITATION				
18-0130	01-00121	OKLAHOMA ENVIRONMENTAL MANASANITATION SERVICES		5/2018	8246	88,615.37
DEPARTMENT TOTAL:						88,615.37
FUND TOTAL:						967,971.25

FUND: 70 - MIA RESERVE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 70		ADMINISTRATION				
18-1829	01-02120	REED SERVICES UNLIMITED	SCADA COMMUNICATION	5/2018	2128	9,722.70
18-1608	01-C1197	CORE & MAIN LP	NEPTUNE WATER METERS	5/2018	1769298	2,542.80
DEPARTMENT TOTAL:						12,265.50
FUND TOTAL:						12,265.50
GRAND TOTAL:						2,059,551.45

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68 GENERAL GOVERNMENT						
18-0699	01-A1067	AC-OWEN CONSTRUCTION	TOWN CENTER EXPANSION	5/2018	17-706-8	99,420.25
18-1427	01-M1161	MORPHO TRAK LLC	LIVESCAN FINGERPRINT STAT	5/2018	141052A	16,665.00
18-0463	01-R0078	RED PRAIRIE DESIGN GROUP, P	DESIGN & CONSTRUCTION MGM	5/2018	201805097588	3,452.50
DEPARTMENT TOTAL:						119,537.75
DEPARTMENT: 72 WATER						
18-1046	01-I0006	WATER HOLDINGS ACQUISITIONS	PUBLIC WORKS CONTRACTOR	5/2018	29889	84,946.66
18-0136	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	5/2018	201805097583	9,633.98
18-0139	01-00055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICE	5/2018	201805097585	18,070.50
DEPARTMENT TOTAL:						112,651.14
DEPARTMENT: 75 SEWER						
18-1046	01-I0006	WATER HOLDINGS ACQUISITIONS	PUBLIC WORKS CONTRACTOR	5/2018	29889	47,782.50
18-0136	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	5/2018	201805097583	829.00
18-0139	01-00055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICE	5/2018	201805097585	1,596.28
DEPARTMENT TOTAL:						50,207.78
FUND TOTAL:						282,396.67

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PURCHASE ORDER CLAIM REGISTER

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FUND: 70 - MIA RESERVE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 70		ADMINISTRATION				
18-1608	01-C1197	CORE & MAIN LP	NEPTUNE WATER METERS	5/2018	1730176	1,469.80
DEPARTMENT TOTAL:						1,469.80
FUND TOTAL:						1,469.80
GRAND TOTAL:						478,739.81

MUSTANG IMPROVEMENT AUTHORITY

AGENDA ITEM COMMENTARY

1. ITEM NO. D-7

2. MEETING DATE: June 5, 2018

3. TITLE:

Discussion, Consideration and Possible Action to Approve Resolution No. 18-046 for a Budget Supplemental in the Mustang Improvement Authority for the Fiscal Year 2017-2018.

4. TRUSTEE ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The Mustang Improvement Authority received \$4,382 from Oklahoma Municipal Assurance Group (OMAG) due to lightning strike on the Seametric magnetic flow meter on the well field (#6 and #12).

A supplemental appropriation to increase the Mustang Improvement Authority in the amount of \$4,382 to be appropriated in fiscal year 2018.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Janet Watts, Finance Director

10. ORDINANCE /RESOLUTION NO. 18-046

RESOLUTION NO. 18-046

A RESOLUTION TO MAKE CHANGES IN THE MUSTANG IMPROVEMENT AUTHORITY BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2017-2018 FISCAL YEAR BUDGET BY \$4,382.

WHEREAS, The Mustang Improvement Authority received \$4,382 from Oklahoma Municipal Assurance Group (OMAG) due to lightning strike on the Seametric magnetic flow meter on the well field (#6 and #12);

WHEREAS, the Trustee desires to appropriate funds;

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

SUPPLEMENTAL APPROPRIATION

Revenues:

Insurance Reimbursement (68-45194)	\$ 4,382
------------------------------------	----------

Expenditures:

Inframark Repair & Maintenance (68-572-5621)	<u>\$ 4,382</u>
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This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council on this **5th** day of **June 2018**.

Trustee Manager

ATTEST:

City Clerk

MUSTANG IMPROVEMENT AUTHORITY

AGENDA ITEM COMMENTARY

1. ITEM NO. D-8

2. MEETING DATE: June 5, 2018

3. TITLE: Discussion, Consideration and Possible Action Regarding Declaring Certain Items as Surplus and Authorizing Disposal of Those Items

4. TRUSTEE ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The City periodically eliminates property assets (see attached listing) deemed to be no longer needed by the department(s). A public auction will be held in the month of June 2018 on the www.govdeals.com webpage. The net proceeds of the sale will be deposited into the fund where the asset was originally purchased.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

Recommendation for Council approval to declare asset as surplus in accordance with city/state regulations.

9. STAFF SOURCE: Janet Watts, Finance Director

10. ORDINANCE /RESOLUTION NO.

11. Attachment:

Schedule of Surplus Listing - Capital Assets - Business Type

CITY OF MUSTANG
SCHEDULE OF SURPLUS - CAPITAL ASSETS
For the year ending June 30, 2018

FA Number	Business Assets Description:	Condition:	Expense Account	Cat	Serial #	Need Council App	Primary Location	Original Cost	Write Off Amount	Fully/Partial Deprec	Approval Date
00904	1999 (2) HANDHELD WITH SOFTWARE		68-568-5971	40		YES	FINANCE	12,640.00	0.00	12,640.00	06/05/2018
								12,640.00	0.00	12,640.00	