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

MAY 1, 2018
7:00 P.M.

RECEPTION HONORING COUNCILMEMBERS TO BE HELD AT 6:00 P.M.

AGENDA

A. CALL TO ORDER

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

C. ROLL CALL

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

E. PRESENTATION AND RECOGNITION

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

F. OATH OF OFFICE

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

   At this time, the newly elected Councilmembers will take their seat.

2. Election of **Vice-Mayor**

G. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

H. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

J. 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. 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.

K. INFORMATION/REPORTS

1. <u>City Manager</u>

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

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

   c. City Manager Report

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.

   b. City Council Reports

L. 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.

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.

*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.

4. **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.

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).

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).

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).**

N. ADJOURNMENT

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

MUSTANG CITY COUNCIL
APRIL 3, 2018

The Mustang City Council met in regular session on Tuesday, April 3, 2018, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Friday, March 30, 2018, at 3:50 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 thanked the Mayor for his service to Mustang stating he could speak for himself as well as many of the churches in town stating how appreciative they are of his service. He stated he was amazed daily of everyone's sacrifice serving on Council and their service is very appreciated. He stated as a church, he would like to extend an offer to partner with the City as a community in serving Mustang and serve alongside the City stating if there is anything the church can do to help, to let him know.

C. ROLL CALL

Councilmembers Present:	**Pratt**
	Leete
	Grider
	Hagan
	Noblitt
	Adams
Councilmembers Absent:	**Jones**

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

Charles Rusling, 722 N. Morgan Road, thanked the Mayor for his service.

Mayor Adams stated this was his last full Council meeting stating he had been on Council for 12 years and 3 years with Planning Commission. He stated it had been rewarding as well as challenging, and there have been a lot of good people to work with stating we realize we are individuals with differences in opinion, but respect each other as well.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

1. Approval of **03/06/2018** City Council Minutes
*2. Claims List for **FY 2018.**
*3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
4. Approval to Turn **Past Due Library Accounts** over to the Collection Agency.
5. Approval of **Resolution No. 18-036** making Changes in the General Fund Budget by making a Supplemental Appropriation to Increase the 2017-2018 Fiscal Year Budget by $4,907.
6. Approval of **Resolution No. 18-038** making Changes in the Library Fund Budget by making a Supplemental Appropriation to Increase the 2017-2018 Fiscal Year Budget by $19,590.
7. Approval of **Resolution No. 18-037** Directing Filing and Notification of the Publication of the 2018 Supplement to the Mustang City Code.
8. Approval of **Interlocal Agreement** between the City of Mustang and the Board of County Commissioners of Canadian County.
*9. Acknowledgement of **Receipt of DEQ Permit** No. WL000009180111, to Construct Water Lines and Appurtenances for Hunter's Springs Addition, Phase 2.
*10. Acknowledgement of **Receipt of DEQ Permit** No. SL000009180112, to Construct Sewer Lines and Appurtenances for Hunter's Springs Addition, Phase 2.

Councilman Noblitt requested Item F-2 be pulled from the Consent Agenda.

MOTION was made by **Councilman Grider,** seconded by **Councilman Leete,** to Approve Item F-1 and Items F-3 thru F-10 of the Consent Agenda.

AYE: Pratt, Leete, Grider, Hagan, Noblitt, Adams
NAY: None

2. Claims List for **FY 2018**

Councilman Noblitt provided information regarding the Police Department's purchase of laptops stating three separate purchases were made due to the computers being purchased from three separate accounts. He also stated in regards to the Visa purchases, *City Manager Rooney* had authority to approve those purchases, therefore, details were not provided. He stated he wanted to help clarify those items in case anyone had any questions.

G. INFORMATION/REPORTS

1. City Manager Report

a. **Miss Carrie Bowers**, the second place winner of the "If I Were Mayor" essay contest conducted by the Oklahoma Municipal League (OML) and the Oklahoma Conference of Mayors, will read her essay. Miss Bowers is an 8th Grade Mustang Middle School student.

City Manager Rooney introduced Miss Bowers stating last week, the OML celebrated its 22nd year of Municipal Day at the State Capitol where Mayors, Councilmembers and City Staff have an opportunity to meet with law makers and network with other cities. He stated one of the highlights is the Mayor's essay contest stating Miss Bowers, an 8th grade Mustang middle school student, won 2nd place with her "If I Were Mayor" essay. **Rooney** invited her and her family to the front and Miss Bowers read her essay aloud.

Mayor Adams thanked Miss Bowers and stated he would not be surprised to see her as Mayor some day.

b. **Oath of Office** for Reserve Police Officer Charles "Austin" Link.

Police Chief Groseclose administered the oath to new Reserve Police Officer Charles "Austin" Link.

c. City Manager Report

City Manager Rooney did not have anything in addition to his City Manager's report available on the City's website.

2. City Council Reports

a. City Council Reports

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

Councilwoman Pratt stated she spoke with Mark Grubbs on the proposed development stating it was a good conversation.

Councilman Leete congratulated Miss Bowers on her 2nd place win in the essay contest and to Mr. Link in his new position as a Reserve Police Officer. He also apologized for missing last month's City Council meeting stating it was due to illness and thanked *Mayor Adams* for all he had done for the City and for his many years of service.

Councilman Grider thanked *Mayor Adams* for his service as well as all he had done for him through friendship and mentorship and also welcomed Mr. Link to the City. He stated Eggstravaganza was a great event as always and thanked Parks and Recreation for all they do. He stated *Councilman Noblitt, Mayor Adams* and he had met regarding the oil and gas ordinance stating he felt it was at a good place. He also stated he had been contacted several times regarding the rezoning issue.

Councilwoman Hagan did not have anything to report at this time.

Councilman Noblitt stated he also has appreciated everything *Mayor Adams* has done for the Council and City stating *Mayor Adams* promised to bring honor back to the Council and he did.

Mayor Adams stated he had learned a lot from others before him such as Coweta and Councilman Noblitt and stated he had a great mentor in Keith Bryan. He stated it was a great time at Eggstravaganza and Park employees did a great job as usual stating 30,000 eggs had been hidden.

H. DISCUSSION ITEMS

1. **Public Hearing, Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1160**, 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 "A-1" General Agricultural and Oil and Gas District to "R-E and R-1 PUD" Rural Estates and Single Family Planned Unit Development District and, Declaring Repealer; Providing for Severability; and Declaring an Emergency. (Rezoning Application PUD-1-17-18-1-26, 29SaraLLC /Cottonwood Development, LLC, SE/4, Section 26.)

Community Development Director Helsel stated the rezoning application was made by 29Sara, LLC and Cottonwood Development stating the property is located in the north half of the southeast quarter of Section 26, south of Bittercreek addition. She stated two tracts of land were involved and provided the variances and modifications being requested for the PUD for Tract 1 and Tract 2. She stated the developer had offered some amenities such as a common area with playground and walking trails.

Helsel provided the general character of the neighborhood and surrounding zoning of properties nearby. She stated the Comprehensive Plan calls for "Residential Medium" in this area stating the proposal does not conform. She stated Staff feels this development is appropriate for this area and notes that the underlying zoning requested is compatible with underlying zoning around it; however, this density does not meet with the Comprehensive Plan's recommendation.

Helsel stated the Planning Commission voted 3:2 to recommend approval of this application stating four votes are required to approve the recommendation, therefore, this item comes to City Council without a formal recommendation.

Mayor Adams asked in a PUD, if there was any stipulation on minimum square feet in developments and asked what the lot sizes were in Bittercreek addition.

Helsel stated there were not any minimum square feet stipulations at this time and stated Bittercreek lot size averaged approximately one acre.

Councilman Noblitt asked if Bittercreek lot size is one acre and 27 of the lots proposed by the developer was .5 acre, were the remainder of the lot sizes going to be .3 acre? He also asked if she was saying the density does not match the Comprehensive Plan?

Helsel stated the remainder of the lot sizes would be .35 acre and the density does not match the Comprehensive Plan.

David Box, 523 Colcord Drive, on behalf of the developer, introduced Mr. Bill Jester Jr., with 29Sara LLC.

Bill Jester, Jr., 1417 E. Angel Fire Terrace, 29Sara, LLC, addressed the Council stating he grew up in Yukon and provided some of his background, stating he had been building and developing in Oklahoma for the last 30 years and had built homes in Mustang, most recently being in the Crystal Springs addition. He said he loved Mustang and would do the best he could to keep everyone happy and make everyone proud of this addition. He said he has lived in Mustang for a long time and his children went to school and graduated here.

Box stated the developers had met with neighbors to try and get on common ground stating at one time, duplexes were a possibility and had taken that out of the development. He provided some background regarding lot sizes and housing square footage and stated what was being offered now was compatible with surrounding zoning. He stated they disagreed with City Staff in that the development did not conform to the Comprehensive Plan stating at Planning Commission, Staff stated it did. Box pointed out different pages of the Comprehensive Plan regarding Residential Medium and stated this was a discrepancy at best, and did believe the development conforms.

Councilman Grider stated he was the one that made Staff aware of the inconsistency in the plan.

Box stated he did not see how an inconsistency with the Comprehensive Plan would lead to not conforming now stating if there were no protests, then there probably would be very little discussion regarding the density being appropriate for this piece of land. He stated there were other scenarios in Mustang where the Residential Medium classification allows for this type of density and stated there were R-1 designations throughout Mustang that exist in the Residential Medium comp plan designation. Box explained how this could help with transitioning from different zones as nearby property was developed. He stated at the Planning Commission, the majority of those voting recommended approval of this rezoning and asked that the Council approve this PUD.

Councilman Noblitt asked how the developer was going to address the water and drainage issue at the SE corner coming off of Morgan Road.

Mark Grubbs, 1819 S. Morgan Road, on behalf of the developer, stated the plans were only in the zoning phase right now and have not gone into the design or engineering phase yet stating that would take a substantial amount of time and money and have already invested a substantial amount of time and money and did not want to go further until they knew whether or not the rezoning would be approved. He stated the City's Engineer would review any submittals and has to approve them and if there is a problem with the drainage, the developer would have to address and correct it. He stated some lots have already been removed to help with the drainage issue and if it is not cost effective to fill the area, then other lots would have to be removed as well.

Noblitt stated Mr. Box had alluded to the fact on why Staff changed their mind on the rezoning meeting the Comprehensive Plan and asked him if he would like to make an allegation and if he accepted the explanation.

Box stated he had never seen a scenario like that where Staff made a 180 degree turn from what was presented at Planning Commission and stated he did not agree with it not complying with the Comprehensive Plan. He stated it was not his position to accept or not accept it.

MOTION was made by **Mayor Adams,** seconded by **Councilman Noblitt**, to Open the Public Hearing.

AYE: **Pratt, Leete, Grider, Hagan, Noblitt, Adams**
NAY: **None**

The following individuals addressed the Council in opposition to the rezoning application:

Charles Rusling, 722 N. Morgan Road;
Wayne Watts, 1632 E. Twinbrook Terrace;
Wendy Ridley, 330 N. Morgan Road;
Steve Stark, 1762 E. Ridgeview Terrace;
Russell Conner, 1330 N. Bittercreek Terrace;
Sammy Graham, 1422 Red River Terrace;
Mary Miller, 1100 N. Bittercreek Terrace;
Jean Daniel, 413 N. Morgan Road;
Don Herron, 1444 Red River Terrace;
Scott Peterson, 801 N. Morgan Road;
Brett Stone, 1417 E. Eagle Nest Terrace;
Kristen Davis, 1350 E. Angle Fire Terrace

Some of the reasons for their concerns included:

- Maintain the current look and feel of the neighborhood;
- Lot and house sizes too small;
- When purchasing home, had reasonable expectation any new developments would be close to the same as current ones;
- Increased flooding;
- Increased traffic as well as increased traffic around bus stops;
- Deteriorating road conditions with increase of people and traffic;
- Drive through Bittercreek addition to get to this addition;
- Would not have to meet Bittercreek covenants;
- Drainage issues;
- House values would decrease;
- Upset that duplexes had been considered and even though they were withdrawn, they do not believe the developers were serious about duplexes, but using as a negotiation tool;
- Mustang deserves better than this;
- Less privacy

MOTION was made by **Councilman Grider,** seconded by **Councilman Noblitt**, to Close the Public Hearing.

AYE: **Pratt, Leete, Grider, Hagan, Noblitt, Adams**
NAY: **None**

Grubbs stated he and his family also live in Mustang, he was a former Councilmember, and he worked hard for the new baseball fields stating he is passionate about this community and no one can say he does not care about Mustang, because he does. He stated he has developed other additions in Mustang, as well as turned down some due to not feeling they would be appropriate in a certain area. He stated Morgan Road is highly traveled and once the turnpike exits onto Morgan Road, it will be worse and to try and put ½ acre lots there and sell them would not work stating it would be too much infrastructure. He stated the density being proposed is likely the best this Council will see stating another developer could come along and be even worse.

Discussion was held regarding the surrounding zoning and discussion regarding Residential Medium.

Mayor Adams and **Councilman Grider** stated they knew Grubbs' work and stated he would not develop sub-par homes, but stated this did not meet the Comprehensive Plan. **Councilwoman Hagan** stated the proposed lots were too small and the people have said no to it.

City Attorney Miller recommended three items be added if approval was granted: (1) Side yard requirements be subject to Fire Department approval at the platting stage; (2) Paragraph 12.1, eliminate the shared access between tracts as there is no need for the shared access; and (3) Section 14 allows for the adjustment of boundaries only if it is required due to the location of the creek or floodplain.

Mayor Adams requested any recommendations be put with *Helsel's* report and presented at the beginning of the item and not at the end.

MOTION was made by **Councilman Grider,** seconded by **Councilman Noblitt**, to Deny **Ordinance No. 1160,** 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 "A-1" General Agricultural and Oil and Gas District to "R-E and R-1 PUD" Rural Estates and Single Family Planned Unit Development District and, Declaring Repealer; Providing for Severability.

AYE: **Pratt, Leete, Grider, Hagan, Noblitt, Adams**
NAY: **None**

2. **Discussion, Consideration and Possible Action** regarding Approval of Final Plat Application FP-10-15-17-2-30, Hunter's Hill Addition, Phase 4, Manco Enterprises, LLC, NW/4 SE/4, Section 30, approximately 9.55 acres, 36 lots.

Community Development Director Helsel stated this application was for a Final Plat for Hunter's Hill Addition Phase 4 stating Manco Enterprises, LLC was the applicant. She stated the area was zoned R-1 and contained approximately 9.55 acres with 36 residential lots and stated it conformed to the Comprehensive Plan. She stated all lots meet the minimum size and setbacks and has been approved by the City Engineer and Fire Department.

Helsel stated the common areas and drainage facilities will be the responsibility of the property owner's association and no structures or other obstructions may be placed in the drainage easement and stated public water and sewer was available to the property. She also stated the street name "N. Cottontail Way" would be changed to "N. Cottontail Court Way". **Helsel** stated Planning Commission voted unanimously to approve the Final Plat and Staff recommends approval as well.

MOTION was made by **Councilman Grider,** seconded by **Councilman Leete**, to Approve the Final Plat Application FP-10-15-17-2-30, Hunter's Hill Addition, Phase 4, Manco Enterprises, LLC, NW/4 SE/4, Section 30, approximately 9.55 acres, 36 lots.

AYE: **Pratt, Leete, Grider, Hagan, Noblitt, Adams**
NAY: **None**

3. **Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1161**, an Ordinance of the City of Mustang, Oklahoma, Amending the Municipal Code by Amending Chapter 78 by Amending Section 78-312 to Include Possession of a Controlled Dangerous Substance as an Offense and Defining Terms; Enacting New Section 78-313 Establishing a Penalty for Violation of Section 78-312, Creating and Imposing a Drug Analysis Fee, Requiring the Drug Analysis Fee to be Paid into a Police Narcotics Enforcement Fund, and Establishing and Limiting the Use of the Police Narcotics Enforcement Fund; Declaring Repealer; Providing for Severability; and Declaring an Emergency.

Police Chief Groseclose stated through State Questions 780 and 781, amendments were made changing Controlled Dangerous Substances (CDS) and marijuana charges to misdemeanors stating the District Attorney was not considering most of those charges now.

Groseclose stated this Ordinance would update the current ordinance to reflect those changes and would create a $100 fee per CDS related citation to help offset the cost of narcotics related expenses of the Police Department. He stated the funds would be used toward the purchase of equipment and drug testing kits as well as education and training of police personnel and the K-9 units.

Discussion was held concerning the cost of drug testing kits with **Groseclose** stating it depended on what was being tested, but could range from cheap to substantial.

MOTION was made by **Councilman Noblitt,** seconded by **Councilwoman Pratt**, to Approve **Ordinance No. 1161**, an Ordinance of the City of Mustang, Oklahoma, Amending the Municipal Code by Amending Chapter 78 by Amending Section 78-312 to Include Possession of a Controlled Dangerous Substance as an Offense and Defining Terms; Enacting New Section 78-313 Establishing a Penalty for Violation of Section 78-312, Creating and Imposing a Drug Analysis Fee, Requiring the Drug Analysis Fee to be Paid into a Police Narcotics Enforcement Fund, and Establishing and Limiting the Use of the Police Narcotics Enforcement Fund; Declaring Repealer; Providing for Severability.

AYE: **Pratt, Leete, Grider, Hagan, Noblitt, Adams**
NAY: **None**

MOTION was made by **Mayor Adams**, seconded by **Councilman Noblitt**, to Declare an Emergency.

AYE: **Pratt, Leete, Grider, Hagan, Noblitt, Adams**
NAY: **None**

4. **Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1162**, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 2, Article III, Section 2-63, by Adding New Subsection 2-63(C) to authorize the City Attorney to Administer Oaths and Affirmations; Declaring Repealer; Providing for Severability; and Declaring an Emergency.

   Community Development Director Helsel stated Planning Commission and Board of Adjustment requested this item be placed on the agenda due to situations where those approved by Council to administer the oath of office may not always be available. She stated the *City Attorney* oftentimes attends these meetings and Staff recommends he be granted the authorization to do so as well.

MOTION was made by **Councilman Noblitt**, seconded by **Councilwoman Hagan**, to Approve **Ordinance No. 1162**, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 2, Article III, Section 2-63, by Adding New Subsection 2-63(C) to authorize the City Attorney to Administer Oaths and Affirmations; Declaring Repealer; Providing for Severability.

AYE: **Pratt, Leete, Grider, Hagan, Noblitt, Adams**
NAY: **None**

MOTION was made by **Mayor Adams**, seconded by **Councilman Noblitt**, to Declare an Emergency.

AYE: **Pratt, Leete, Grider, Hagan, Noblitt, Adams**
NAY: **None**

*5. **Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1163**, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 42 of the Ordinances of the City of Mustang, Oklahoma, by Amending Sec. 42-118(a)(2)(ii)(D) to Exempt from the Sewer Infrastructure Impact Fee Certain Building Permits for Alteration, Expansion or Replacement of Buildings that have Existing Sewer Service and Use is not Changed; Providing for Repealer; Providing for Severability; and Declaring an Emergency.

Community Development Director Helsel stated this Ordinance changes the Municipal Code to clarify the addition of a bathroom will not constitute grounds for an additional $1,000 sewer impact fee. She stated although Staff did not practice it, the way the Code currently reads, it could be interpreted an additional fee of $1,000 would have to be paid to install a bathroom stating the amendment will help clear up the confusion.

MOTION was made by **Mayor Adams**, seconded by **Councilman Leete**, to Approve **Ordinance No. 1163**, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 42 of the Ordinances of the City of Mustang, Oklahoma, by Amending Sec. 42-118(a)(2)(ii)(D) to Exempt from the Sewer Infrastructure Impact Fee Certain Building Permits for Alteration, Expansion or Replacement of Buildings that have Existing Sewer Service and Use is not Changed; Providing for Repealer; Providing for Severability.

AYE: **Pratt, Leete, Grider, Hagan, Noblitt, Adams**
NAY: **None**

MOTION was made by **Mayor Adams**, seconded by **Councilwoman Pratt**, to Declare an Emergency.

AYE: **Pratt, Leete, Grider, Hagan, Noblitt, Adams**
NAY: **None**

6. **Discussion, Consideration and Possible Action** regarding First Reading and Setting Date for Consideration 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.

Community Development Director Helsel stated Mustang Public Schools (MPS) submitted an application to close a public right-of-way in the area of the new Mustang Educational Resource Center. She stated this alleyway was never developed as a right-of-way, however there is a public sewer line running through this easement stating MPS plans to relocate the sewer line and has already received approval from the City Engineer and the Department of Environmental Quality.

Helsel stated this item is for the initial reading as required by Municipal Code stating Staff recommends June 5, 2018 be set as the date for final consideration as the Code requires the final hearing to be at least 30 days after the initial reading. She stated a public hearing notice will be sent to all property owners within 300 feet and to all utility franchises within the City.

City Attorney Miller read the Ordinance aloud in its entirety.

MOTION was made by **Mayor Adams**, seconded by **Councilman Grider**, to Set the Date of June 5, 2018, as the date for Consideration 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.

AYE: **Pratt, Leete, Grider, Hagan, Noblitt, Adams**
NAY: **None**

7. **Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1158**, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 74 of the Mustang Code of Ordinances by Repealing Article II, Oil and Gas, in its Entirety, and Enacting New Article II Establishing Regulations for Oil and Gas Drilling, Production and Maintenance Operations; Declaring Repealer; Providing for Severability; and Declaring an Emergency.

City Manager Rooney stated a handout was provided to everyone this evening of the final version of the proposed Ordinance addressing concerns identified as a result of oil and gas applications. He stated *Councilman Grider, Councilman Noblitt, Mayor Adams, City Attorney, Community Development Director,* and he had met to address the concerns and developed the new version recommended this evening.

Mayor Adams stated two of the concerns addressed included a requirement for sound blanket walls if the drill site was within 1000 feet of a protected structure as well as a 75 decibel limit at those structures.

Councilman Noblitt stated the financial impact of this could be substantial, but Mustang must also be protected and defended. He thanked the rest of Council for putting their faith in them to develop this Ordinance.

MOTION was made by **Councilman Noblitt**, seconded by **Councilman Grider**, to Approve **Ordinance No. 1158**, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 74 of the Mustang Code of Ordinances by Repealing Article II, Oil and Gas, in its Entirety, and Enacting New Article II Establishing Regulations for Oil and Gas Drilling, Production and Maintenance Operations; Declaring Repealer; Providing for Severability; and Declaring an Emergency.

AYE: **Pratt, Leete, Grider, Hagan, Noblitt, Adams**
NAY: **None**

MOTION was made by **Mayor Adams**, seconded by **Councilman Noblitt**, to Declare an Emergency.

AYE: **Pratt, Leete, Grider, Hagan, Noblitt, Adams**
NAY: **None**

J. CITY ATTORNEY'S REPORT

1. **Discussion, Consideration and Possible Action** regarding potential purchase and acceptance of permanent and temporary easements and authorization for Mayor and City Staff to execute necessary documents to accomplish the same; and, proposed executive session as authorized by 25 Okla. Stat. §307(B)(3).

2. **Discussion** of *Dietra Bradsher v. City of Mustang, et al.*, Case No. CJ-2017-504, District Court, Canadian County, Oklahoma; and, proposed executive session as authorized by 25 Okla. Stat. §307(B)(4).

3. **Discussion** of *Freedom Mortgage Corporation v. David A. Langwell, et al.*, Case No. CJ-2017-503, District Court, Canadian County, Oklahoma; and, proposed executive session as authorized by 25 Okla. Stat. §307(B)(4).

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

AYE: **Pratt, Leete, Grider, Hagan, Noblitt, Adams**
NAY: **None**

TIME ADJOURNED to Executive Session: **8:55 p.m.**

Mayor Adams called the meeting back in session at **9:05 p.m.**

In reference to Item J-1 –

MOTION was made by **Councilman Leete,** seconded by **Councilwoman Pratt** to Approve the Acceptance of Permanent and Temporary Easement from Southwestern Bell Telephone Company and Authorization for the Mayor and Staff to Execute Necessary Documents to Complete Acceptance of the Easements.

AYE: **Pratt, Leete, Grider, Hagan, Noblitt, Adams**
NAY: **None**

In reference to Item J-2 –

Informational purposes only, no action taken.

In reference to Item J-3 –

Informational purposes only, no action taken.

K. ADJOURNMENT

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

AYE: **Pratt, Leete, Grider, Hagan, Noblitt, Adams**
NAY: **None**

The meeting was adjourned at **9:06 p.m.**

_____
Jess Schweinberg, Mayor

Attest:

_____
Lisa Martin, City Clerk

MUSTANG CITY COUNCIL
APRIL 17, 2018
SPECIAL MEETING

The Mustang City Council scheduled a Special Meeting on Tuesday, April 17, 2018, at 6:30 p.m. at the Mustang Town Center, Great Room, 1201 N. Mustang Road, Mustang, Oklahoma. Notice of the meeting was posted as required on Friday, April 13, 2018, at 2:15 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Vice Mayor Grider called the meeting to order at 6:32 p.m.

B. ROLL CALL

Councilmembers Present: **Pratt**
Leete
Grider
Jones
Hagan
Noblitt (left at 7:42 p.m.)

Councilmembers Absent: **Adams**

C. DISCUSSION ITEMS

1. **Mr. Nick Kittle** will provide a two-hour presentation/training session on sustainable innovation in government to the City Council. There is no formal action associated with this item.

   City Manager Rooney introduced Nick Kittle who gave a presentation on Sustainable Innovation called "Sustainovation".

   After the presentation ended, **Rooney** stated the FY2019 budget would include a line item for Innovation.

F. ADJOURNMENT

MOTION was made by **Councilman Leete,** seconded **Vice Mayor Grider,** to adjourn.

AYE: Pratt, Leete, Grider, Hagan, Jones
NAY: None

The meeting was adjourned at **8:11 p.m.**

_____
Jess Schweinberg, Mayor

Attest:

_____
Lisa Martin, City Clerk

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. F-2
2. MEETING DATE: May 1, 2018
3. TITLE: Election of Vice-Mayor
4. COUNCIL ACTION: Nominate and Approve
5. INITIATOR: Timothy Rooney, City Manager
6. BACKGROUND: The Council is to elect a Vice-Mayor from its membership at the time prescribed for the beginning of the terms of newly elected Council members.

   Vice Mayor Grider has served as Vice Mayor since December of 2017 and has expressed a willingness to continue to serve in that capacity.
7. FINANCIAL IMPACT: None
8. STAFF COMMENTS: None
9. STAFF SOURCE: Timothy Rooney, City Manager
10. RESOLUTION / ORDINANCE: None
11. ATTACHMENTS: None

FUND: 01 - GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		MAYOR AND COUNCIL				
18-1582	01-O0090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	4/2018	201804117386	177.00
					DEPARTMENT TOTAL:	177.00
DEPARTMENT: 11		CITY MANAGER				
18-0053	01-A0122	ALLIANCE MAINTENANCE, INC	JANITORIAL SERVICES	4/2018	102199	675.00
18-0070	01-C0020	CANADIAN COUNTY CLERK	FILING FEES ON EASEMENTS	4/2018	R553920	13.00
18-1518	01-M0115	MTM RECOGNITION CORPORATION	RETIREMENT PLAQUE	4/2018	5926148	73.00
18-1211	01-M0180	MUSTANG CHAMBER OF COMMER	CHAMBER LUNCHEONS	4/2018	14546A	100.00
18-1612	01-M0180	MUSTANG CHAMBER OF COMMER	AWARDS BANQUET	4/2018	14546	900.00
18-1582	01-O0090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	4/2018	201804117386	498.59
18-0142	01-O0117	OMCTFOA TREASURER	OMCTFOA MEMBERSHIP RENEWA	4/2018	201804117398	30.00
18-0178	01-W0001	WHEATLEY, SEGLER, OSBY & MI	CITY PROSECUTOR	4/2018	18250	649.48
18-1580	01-Y0040	YUKON TROPHY & AWARDS INC	NAME PLATE FOR MAYOR	4/2018	418145	8.00
					DEPARTMENT TOTAL:	2,947.07
DEPARTMENT: 12		LIBRARY				
18-0317	01-B1023	BTAC ACQUISITION CORP.	ADULT FICTION	4/2018	5014943025	270.34
18-0542	01-C0278	COX COMMUNICATIONS, INC.	MO. MODEM SERVICE CHRG	4/2018	201804117392	4.99
18-1506	01-L1031	LASER SOURCE LLC	REPLACE MAINTENANCE KIT	4/2018	47987	279.00
18-1556	01-L1031	LASER SOURCE LLC	SERVICE FOR PRINTER	4/2018	47995	90.00
18-0300	01-M0263	MIDWEST TAPE, LLC	NONPRINT ITEMS FOR COLLE	4/2018	95955016	725.18
18-1500	01-M0263	MIDWEST TAPE, LLC	NON-PRINT ITEMS	4/2018	95973650	414.40
18-1582	01-O0090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	4/2018	201804117386	723.63
18-0527	01-T0048	CENGAGE LEARNING	LARGE PRINT BOOKS	4/2018	63414073	1,159.13
18-1569	01-T0157	ALVIN O. TURNER	SPEAKER FOR BANQUET	4/2018	201804117404	100.00
					DEPARTMENT TOTAL:	3,766.67
DEPARTMENT: 13		PARKS AND RECREATION				
18-1623	01-A0103	ASPEN PARK ASSOCIATION	ROOM RENTAL REFUND	4/2018	201804127413	75.00
18-1329	01-B1002	BEASLEY TECHNOLOGY	REPAIR SOUND SYSTEM	4/2018	3008969A	300.00
18-1590	01-B1002	BEASLEY TECHNOLOGY	REPAIR SOUND SYSTEM	4/2018	3008969	387.50
18-0273	01-C1562	RUTH ELAINE COUTS	BELL CHOIR LESSONS	4/2018	201804117395	75.00
18-1196	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUELMAN	4/2018	NP52965780A	853.31
18-1613	01-I0019	JESSICA JAMESON	KIDTASTIC REFUND	4/2018	8082030	200.00
18-1606	01-M1200	JENNIFER MILTON	SPRING BREAK CAMP REFUND	4/2018	201804117397	180.00
18-0136	01-O0035	OKLAHOMA ELECTRIC COOPERATI	ELECTRIC SERVICE	4/2018	201804117401	4,128.32
18-1582	01-O0090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	4/2018	201804117386	1,752.74
18-1342	01-O0133	OK SPECIALTY SUPPLY, LLC	MOTORS TO RAISE GOAL/GYM	4/2018	426	2,450.00
18-1057	01-R0129	RED EARTH ENVIRONMENTAL	BLOOD & CLEAN UP WASTE	4/2018	300206	98.00
					DEPARTMENT TOTAL:	10,499.87

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		GENERAL GOVERNMENT				
18-0080	01-C0025	CANADIAN COUNTY ELECT BOARD	PRE-ELECTION & ELECTION E	4/2018	201804117406	2,829.11
18-1355	01-D0088	DEPARTMENT OF CORRECTIONS,	INMATE LABOR	4/2018	unccc-3060318	840.00
18-0136	01-O0035	OKLAHOMA ELECTRIC COOPERATI	ELECTRIC SERVICE	4/2018	201804117401	661.42
18-0139	01-O0055	OKLAHOMA GAS & ELECTRIC COM	ELECTRIC SERVICE	4/2018	201804117399	29.12
18-1578	01-O1177	STATE OF OKLAHOMA	SALES TAX PAYABLE	4/2018	201804117385	2,429.66
18-0155	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	4/2018	24874	64,068.79
18-0158	01-S0093	SMART TECHNOLOGIES, INC	OPERATING SYSTEM MAINT.	4/2018	717588	3,179.95
18-0161	01-S0330	STREETS, LLC	HVAC MAINTENANCE	4/2018	S44-0418	3,269.25
					DEPARTMENT TOTAL:	77,307.30
DEPARTMENT: 18		TOWN CENTER				
18-0242	01-A0110	ALL SEASON BUILDING SUPPLY	SUPPLIES	4/2018	134828	16.37
18-0940	01-A0122	ALLIANCE MAINTENANCE, INC	CLEANING @ T.C.	4/2018	102198	4,435.00
18-1465	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICE	4/2018	201804117409	201.90
18-1226	01-C2231	CORY'S AUDIO VISUAL SERVICE	REPAIRS TO A/V	4/2018	185157	250.00
18-0983	01-M0128	MAC FIRE SYSTEMS, INC	MONITORING - T.C.	4/2018	132428	82.56
18-0325	01-M0205	SAMUEL HAYES	REPAIRS TO DOOR	4/2018	679414	180.00
18-1491	01-M0205	SAMUEL HAYES	REPAIRS DUE TO BREAK IN	4/2018	679413	1,975.00
18-0136	01-O0035	OKLAHOMA ELECTRIC COOPERATI	ELECTRIC SERVICE	4/2018	201804117401	7,406.19
18-1582	01-O0090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	4/2018	201804117386	111.34
18-0850	01-P0055	PLUMBCO, INC	REPAIR OF RESTROOMS	4/2018	201804117403	35.00
18-1208	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	4/2018	433273646	498.17
					DEPARTMENT TOTAL:	15,191.53
DEPARTMENT: 19		BALL COMPLEX				
18-1291	01-A0110	ALL SEASON BUILDING SUPPLY	SUPPLIES FOR SPORTS COMPL	4/2018	136684	267.91
18-0236	01-A0131	JAMES HILLIS	PORT A POTTIES	4/2018	21059	147.00
18-1526	01-B1019	BEN E. KEITH FOODS INC - OK	FOOD FOR CONCESSION	4/2018	63875049	2,257.08
18-0231	01-F0078	DAIOHS USA, INC	DRINKS FOR CONCESSION	4/2018	209825	378.15
18-1202	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUELMAN	4/2018	NP52965780	218.23
18-1344	01-I1119	STEPHENSON WHOLESALE CO, IN	FOOD FOR CONCESSION	4/2018	6889814	2,070.22
18-0136	01-O0035	OKLAHOMA ELECTRIC COOPERATI	ELECTRIC SERVICE	4/2018	201804117401	1,832.49
18-0139	01-O0055	OKLAHOMA GAS & ELECTRIC COM	ELECTRIC SERVICE	4/2018	201804117399	1,393.07
18-1582	01-O0090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	4/2018	201804117386	428.24
18-0850	01-P0055	PLUMBCO, INC	REPAIR OF RESTROOMS	4/2018	201804117403	75.00
18-1401	01-P0144	PEPSI-COLA METROPOLITAN BOT	DRINKS FOR CONCESSION	4/2018	47407658,30598007	529.44
18-1546	01-S0258	TRAVIS E. GROOMS	REPAIR TO SPRINKLERS	4/2018	5700	2,979.74
18-0570	01-S1165	INTERLINE BRANDS, INC	CLEANING SUPPLIES	4/2018	434099925	368.18
					DEPARTMENT TOTAL:	12,944.75

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20		AQUATICS				
18-0136	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	4/2018	201804117401	297.41
18-1582	01-O0090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	4/2018	201804117386	147.64
					DEPARTMENT TOTAL:	445.05
DEPARTMENT: 21		FINANCE				
18-1574	01-E0010	GAYLA EARLY	PER-DIEM FOR CONFERENCE	4/2018	201804117396	120.00
18-0093	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	4/2018	NP52965780D	38.69
18-1582	01-O0090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	4/2018	201804117386	947.70
18-1573	01-O1074	OKLAHOMA STATE UNIVERSITY	SPRING CONFERENCE	4/2018	V0003090	225.00
					DEPARTMENT TOTAL:	1,331.39
DEPARTMENT: 31		COMMUNITY DEVELOPMENT				
18-0069	01-C0020	CANADIAN COUNTY CLERK	FILING FEES FOR ABATEMENT	4/2018	R553918	26.00
18-1618	01-D0129	KRISTIE DRURY	REFUND FOR PERMIT	4/2018	20180162	54.50
18-0801	01-F0094	FLEETCORE TECHNOLOGIES, INC	BULK FUEL	4/2018	NP52965780E	324.40
18-1434	01-F0094	FLEETCORE TECHNOLOGIES, INC	BULK FUEL	4/2018	NP52965780C	175.04
18-1582	01-O0090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	4/2018	201804117386	798.75
18-1501	01-Q0003	QUICK PRINT OF OKLAHOMA CIT	MUSTANG COMP PLAN	4/2018	736058	957.33
					DEPARTMENT TOTAL:	2,336.02
DEPARTMENT: 41		POLICE				
18-0052	01-A0122	ALLIANCE MAINTENANCE, INC	FACILITY CLEANING	4/2018	102200	1,295.00
18-0081	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICES	4/2018	201804117407	262.66
18-0066	01-C1118	GLOBAL BUSINESS, INC.	UNIFORM CLEANING	4/2018	201804117393	352.00
18-0097	01-F0078	DAIOHS USA, INC	COFFEE SERVICE	4/2018	208926	135.00
18-0099	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	4/2018	NP52965747	4,984.56
18-0096	01-F4474	FIRETROL PROTECTION SYSTEMS	MISC. REPAIRS	4/2018	100523561	397.10
18-0126	01-M0170	DAVID L. MORRIS	VEHICLE REPAIRS	4/2018	4418	344.00
18-0136	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	4/2018	201804117401	3,141.49
18-1582	01-O0090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	4/2018	201804117386	4,799.20
18-0544	01-Q0005	QUALITY IRRIGATION, INC.	REPAIR SPRINKLER SYSTEM	4/2018	56140	95.49
18-1461	01-Q0005	QUALITY IRRIGATION, INC.	SPRINKLER SYSTEM REPAIRS	4/2018	56140A	550.00
18-1325	01-R0146	ROGUE COMP. AUTOMOTIVE INC.	OIL CHANGES	4/2018	4813	230.00
18-1502	01-S0093	SMART TECHNOLOGIES, INC	INTALL LIVE SCAN DATA CAB	4/2018	717577	450.00
18-1505	01-S0093	SMART TECHNOLOGIES, INC	INSTALL LIVE SCAN CABLES	4/2018	717577A	225.00
18-1621	01-S0093	SMART TECHNOLOGIES, INC	SWITCH FOR FINGERPRINT MA	4/2018	201804127417	100.00
18-1532	01-T2800	DAVID M. OTWELL	POLYGRAPH FOR RESERVE OFF	4/2018	3739	275.00
18-0166	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	4/2018	9804257832	525.49
					DEPARTMENT TOTAL:	18,161.99

FUND: 01 - GENERAL FUND

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 42		ANIMAL WELFARE				
18-1480	01-C5250	COMTECH DESIGN, PRINT & MAI	ANIMAL RELEASE FORMS	4/2018	211963	119.79
18-0099	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	4/2018	NP52965747	79.18
18-0114	01-L0096	LAURA L RIDLEY	JAIL & SHELTER LAUNDRY	4/2018	9749	131.08
18-1582	01-O0090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	4/2018	201804117386	126.02
					DEPARTMENT TOTAL:	456.07
DEPARTMENT: 51		FIRE				
18-1553	01-A0110	ALL SEASON BUILDING SUPPLY	BUILDING REPAIR & MAINT.	4/2018	138692	5.00
18-0846	01-A0194	AIRGAS, INC.	OXYGEN SUPPLIES	4/2018	9073955439	74.37
18-1572	01-C0060	CRAIG CARRUTH	OFCA CONFERENCE	4/2018	201804117394	120.00
18-0185	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL FOR VEHICLES	4/2018	NP52965779	1,337.67
18-1464	01-H0117	HEIMAN FIRE EQUIPMENT	MINI PRO BARS, TOOL MTG C	4/2018	867142	49.00
18-1551	01-O0025	O'REILLY AUTOMOTIVE STORES,	VEHICLE REPAIR & MAINT.	4/2018	0309-253454	34.36
18-1582	01-O0090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	4/2018	201804117386	3,136.35
18-0191	01-U0055	UNIFIRST HOLDINGS INC	SHOP TOWEL SERVICE	4/2018	825 1265423	41.93
					DEPARTMENT TOTAL:	4,798.68
DEPARTMENT: 61		STREETS				
18-0136	01-O0035	OKLAHOMA ELECTRIC COOPERATI	ELECTRIC SERVICE	4/2018	201804117401	1,021.43
18-0139	01-O0055	OKLAHOMA GAS & ELECTRIC COM	ELECTRIC SERVICE	4/2018	201804117399	313.37
					DEPARTMENT TOTAL:	1,334.80
					FUND TOTAL:	151,698.19

FUND: 11 - PARK & REC DONATION

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
18-1444	01-A1069	ANYTIME INFLATABLES LLC	INFLATABLES FOR EVENTS	4/2018	com-022871	425.00
18-1387	01-G0063	LAWRENCE GRECH	BALLOON TWISTING FOR EVEN	4/2018	1176	250.00
					DEPARTMENT TOTAL:	675.00
					FUND TOTAL:	675.00

FUND: 13 - POLICE TECHNOLOGY FEES

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE TECHNOLOGY				
18-0287	01-T0029	WEST PUBLISHING CORPORATION	CLEAR FOR LAW ENFORCEMENT	4/2018	837984298	200.00
					DEPARTMENT TOTAL:	200.00
					FUND TOTAL:	200.00

FUND: 14 - STREET/DRAINAGE IMP

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
18-0155	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	4/2018	24872	3,623.02
					DEPARTMENT TOTAL:	3,623.02
					FUND TOTAL:	3,623.02

FUND: 39 - LIMITED PURPOSE

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		GENERAL GOVERNMENT				
18-1619	01-S0093	SMART TECHNOLOGIES, INC	NETWORK ACCESS STORAGE	4/2018	201804127419	999.00
					DEPARTMENT TOTAL:	999.00
DEPARTMENT: 18		TOWN CENTER				
18-1342	01-00133	OK SPECIALTY SUPPLY, LLC	MOTORS TO RAISE GOAL/GYM	4/2018	426	2,900.00
					DEPARTMENT TOTAL:	2,900.00
DEPARTMENT: 41		POLICE				
18-1622	01-S0093	SMART TECHNOLOGIES, INC	SERVER REPLACEMENT	4/2018	201804127418	10,370.00
					DEPARTMENT TOTAL:	10,370.00
DEPARTMENT: 61		STREETS				
18-0155	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	4/2018	24872	1,767.63
					DEPARTMENT TOTAL:	1,767.63
					FUND TOTAL:	16,036.63

FUND: 69 - RISK MANAGEMENT SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
18-1592	01-B0266	SSM HEALTH CARE OF OKLAHOMA	WORKERS COMP CLAIM	4/2018	201804117387	470.74
18-1577	01-L0114	LOWERY & ASSOCIATES, INC.	WORKERS COMP CLAIM	4/2018	201804117389	57.50
18-1604	01-M0240	HEALTHSMART BENEFITS SOLUTI	WORKERS COMP CLAIM	4/2018	201804117388	140.00
18-1591	01-O0181	STATE OF OKLAHOMA	MITF QUARTERLY ASSESSMENT	4/2018	201804117391	2,153.86
18-1593	01-O1050	OKLAHOMA RADIOLOGY GROUP PC	WORKERS COMP CLAIM	4/2018	201804117390	14.34
					DEPARTMENT TOTAL:	2,836.44
					FUND TOTAL:	2,836.44

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	LENGINEERING FEES	4/2018	3494	1,804.50
18-0007	01-H0045	RALPH STEVEN HUDDLESTON	COURT APPEARANCES	5/2018	201804237436	1,600.00
18-1579	01-M0115	MTM RECOGNITION CORPORATION	PLAQUE FOR OUTGOING MAYOR	4/2018	5927869	149.22
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2018	201804237438	20.00
18-1634	01-Y0040	YUKON TROPHY & AWARDS INC	STAMP FOR MAYOR	4/2018	418281	25.95
					DEPARTMENT TOTAL:	3,599.67
DEPARTMENT: 11		CITY MANAGER				
18-0207	01-I0104	INVESTIGATIVE CONCEPTS, INC	BACKGROUND PRE-EMPLOYMENT	4/2018	201804237454	180.00
18-0121	01-M0001	MUSTANG NEWS	LEGAL PUBLICATIONS	4/2018	5595	153.10
18-1384	01-M0234	MUSTANG TIMES	LEGAL PUBLICATIONS	4/2018	MT605487	347.60
18-0209	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	4/2018	201804257478	174.14
18-1405	01-P0099	PRINCIPAL LIFE INSURANCE CO	RETIREE INSURANCE	5/2018	201804237453	290.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2018	201804237438	60.00
18-1404	01-U0220	USAVISION, INC	RETIREE INSURANCE	5/2018	201804237440	70.00
18-0204	01-V0106	VALIR OUTPATIENT CLINICS MA	PRE-EMPLOYMENT DRUG SCREE	4/2018	201804257476	475.00
18-0178	01-W0001	WHEATLEY, SEGLER, OSBY & MI	CITY PROSECUTOR	4/2018	18267	594.24
18-0203	01-W0009	WORKERS ASSISTANCE PROGRAM,	EMPLOYEE ASSISTANCE PROGR	4/2018	201804237455	373.80
					DEPARTMENT TOTAL:	2,717.88
DEPARTMENT: 12		LIBRARY				
18-1500	01-M0263	MIDWEST TAPE, LLC	NON-PRINT ITEMS	4/2018	95996493	28.94
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2018	201804237438	10.00
					DEPARTMENT TOTAL:	38.94
DEPARTMENT: 13		PARKS AND RECREATION				
18-0002	01-A0114	PHIL & HELEN SCHUMINSKY MUS	STORAGE SERVICES	5/2018	201804237439	98.00
18-0273	01-C1562	RUTH ELAINE COUTS	BELL CHOIR LESSONS	4/2018	201804257479	45.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2018	201804237438	125.00
18-0505	01-V0050	CELLCO PARTNERSHIP	JET PACK & PHONE	4/2018	9805834060	173.53
					DEPARTMENT TOTAL:	441.53

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		GENERAL GOVERNMENT				
18-0002	01-A0114	PHIL & HELEN SCHUMINSKY MUS	STORAGE SERVICES	5/2018	201804237439	133.00
18-0075	01-C0278	COX COMMUNICATIONS, INC.	TELEPHONE/INTERNET	4/2018	201804237464	6,698.57
18-0094	01-F0078	DAIOHS USA, INC	COFFEE SERVICES	4/2018	210837	35.50
18-0008	01-I0015	TYLER TECHNOLOGIES, INC	UB, COURT, ONLINE COMPONE	4/2018	025-221051	250.00
18-0011	01-K0053	KG HOLDINGS, LP	STAGE PAYBACK INCENTIVE	5/2018	201804237442	4,833.33
18-0010	01-K0127	KG SC HOLDINGS, LLC	CASH SAVER PAYBACK INCENT	5/2018	201804237430	5,000.00
18-0131	01-O0010	ONE GAS, INC.	GAS SERVICES	4/2018	201804237466	136.61
18-0146	01-P1051	THE PITNEY BOWES BANK INC	BULK POSTAGE	4/2018	201804257474	3,457.52
18-1633	01-Q0003	QUICK PRINT OF OKLAHOMA CIT	PRINTING	4/2018	736466	745.74
18-1665	01-S0093	SMART TECHNOLOGIES, INC	RENEWAL OF TIME CLOCK PLU	4/2018	7604994	425.00
					DEPARTMENT TOTAL:	21,715.27
DEPARTMENT: 16		TRANSFERS				
18-1114	01-L0045	LIMITED PURPOSE FUND	10% EXCESS OVER $800,000.	5/2018	201804237447	7,000.00
18-0041	01-M0210	MUSTANG IMPROVEMENT AUTHORI	SALES TAX TRANSFER	5/2018	201804237445	470,000.00
18-0045	01-S0205	STREET IMPROVEMENT FUND	TRANS. TO STREET IMPROV.	5/2018	201804237444	15,000.00
					DEPARTMENT TOTAL:	492,000.00
DEPARTMENT: 18		TOWN CENTER				
18-0340	01-C0189	TODD D. ABRELL	REPAIRS TO EQUIPMENT	4/2018	8010	290.52
18-1371	01-M0128	MAC FIRE SYSTEMS, INC	MONITORING AGREEMENT	4/2018	21121	217.50
18-0131	01-O0010	ONE GAS, INC.	GAS SERVICES	4/2018	201804237466	157.15
18-0567	01-P0055	PLUMBCO, INC	PLUMBING REPAIRS	4/2018	201804237468	425.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2018	201804237438	25.00
18-0868	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	4/2018	435765854	305.22
18-1208	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	4/2018	436599039	318.76
18-1468	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	4/2018	434883047	1,167.02
18-1489	01-W0139	WEATHERMAN MECHANICAL, INC	SPRING PREVENTATIVE MAINT	4/2018	2290717257	2,380.95
					DEPARTMENT TOTAL:	5,287.12
DEPARTMENT: 19		BALL COMPLEX				
18-1339	01-B1019	BEN E. KEITH FOODS INC - OK	FOOD FOR CONCESSION	4/2018	63892175	632.56
18-1526	01-B1019	BEN E. KEITH FOODS INC - OK	FOOD FOR CONCESSION	4/2018	63882765	1,679.25
18-1586	01-B1026	B&C APPAREL	SHIRTS FOR SOFTBALL LEAGU	4/2018	34912	654.00
18-0231	01-F0078	DAIOHS USA, INC	DRINKS FOR CONCESSION	4/2018	210838	69.25
18-1614	01-F0078	DAIOHS USA, INC	DRINKS FOR CONCESSION	4/2018	210675	283.65
18-1344	01-I1119	STEPHENSON WHOLESALE CO, IN	FOOD FOR CONCESSION	4/2018	6893703	589.00
18-1615	01-I1119	STEPHENSON WHOLESALE CO, IN	FOOD FOR CONCESSION	4/2018	6897903	1,112.69
18-1401	01-P0144	PEPSI-COLA METROPOLITAN BOT	DRINKS FOR CONCESSION	4/2018	43267461	1,508.86
18-1631	01-Q0013	QUICKSCORES LLC	SCHEDULING SOFTWARE	4/2018	180700	280.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2018	201804237438	60.00
18-1656	01-R0107	RODGERS FROZEN TREATS, LLC	MINI MELTS FOR CONCESSION	4/2018	483033	558.25
18-1660	01-S0258	TRAVIS E. GROOMS	REPAIR BACKFLOW PREVENTER	4/2018	5813	1,019.15
18-0570	01-S1165	INTERLINE BRANDS, INC	CLEANING SUPPLIES	4/2018	435765847	1,043.34
18-1588	01-S8858	SHATWELL'S TURF MANAGEMENT	SPRAYING OF SPORTS COMPLE	4/2018	201804237469	1,925.00

FUND: 01 - GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 19		BALL COMPLEX				
18-1659	01-S8858	SHATWELL'S TURF MANAGEMENT	FERTILIZATION OF COMPLEX	4/2018	201804257475	1,925.00
					DEPARTMENT TOTAL:	13,340.00
DEPARTMENT: 20		AQUATICS				
18-1492	01-G0125	THE MAYO COMPANY	GEL COATING ON SLIDE	4/2018	0005	375.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2018	201804237438	20.00
					DEPARTMENT TOTAL:	395.00
DEPARTMENT: 21		FINANCE				
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2018	201804237438	45.00
					DEPARTMENT TOTAL:	45.00
DEPARTMENT: 31		COMMUNITY DEVELOPMENT				
18-1653	01-H0105	SHARON HUTSON	REFUND OF INSURANCE	4/2018	201804237429	53.04
18-1451	01-O0096	OKLAHOMA UNIFORM BUILDING C	COLLECTION OF STATE PERMI	4/2018	201804257484	508.00
18-0209	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	4/2018	201804257478	80.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2018	201804237438	75.00
18-1159	01-V0050	CELLCO PARTNERSHIP	CELL PHONE SERVICE	4/2018	9805834060c	177.22
					DEPARTMENT TOTAL:	893.26
DEPARTMENT: 41		POLICE				
18-0882	01-A0039	A.S.C. INC.	VEHICLE PARTS	4/2018	80543	244.73
18-0066	01-C1118	GLOBAL BUSINESS, INC.	UNIFORM CLEANING	4/2018	201804267486	298.00
18-0788	01-C1132	CANADIAN COUNTY HEALTH DEPT	HEP B SHOT	4/2018	28	35.00
18-1581	01-C5250	COMTECH DESIGN, PRINT & MAI	CONTACT FORMS	4/2018	212119	185.90
18-0084	01-D0090	STATE OF OKLAHOMA	OLETS USER FEES	4/2018	01-1802706	350.00
18-1412	01-F0078	DAIOHS USA, INC	COFFEE SERVICE	4/2018	210844	192.55
18-0098	01-G0198	THE GOODYEAR TIRE & RUBBER	MISC. VEHICLE REPAIRS	4/2018	255-1012360	2,083.23
18-1415	01-M0115	MTM RECOGNITION CORPORATION	BADGE SETS, NAME PLATES	4/2018	5924777	636.00
18-0131	01-O0010	ONE GAS, INC.	GAS SERVICES	4/2018	201804237466	175.16
18-0209	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	4/2018	201804257478	48.68
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2018	201804237438	745.00
18-1307	01-T1029	THOMAS DAVIS	JAIL LAUNDRY SERVICE	4/2018	1268	342.00
18-0166	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	4/2018	9805834060b	29.98
					DEPARTMENT TOTAL:	5,366.23

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 42		ANIMAL WELFARE				
18-1599	01-P0123	RUSH TRUCK CENTERS OF OKLAHO	INSTALLATION OF GATE, HIT	4/2018	3010288234	2,664.49
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2018	201804237438	10.00
18-1380	01-V0050	CELLCO PARTNERSHIP	ACO CELL PHONE SERVICE	4/2018	9805834060a	6.46
					DEPARTMENT TOTAL:	2,680.95
DEPARTMENT: 51		FIRE				
18-1553	01-A0110	ALL SEASON BUILDING SUPPLY	BUILDING REPAIR & MAINT.	4/2018	139727	65.06
18-1557	01-B0137	BOUNDTREE MEDICAL	EMS SUPPLIES	4/2018	83835950	2,218.17
18-1671	01-C0060	CRAIG CARRUTH	PER-DIEM FOR CONFERENCE	5/2018	201804257483	120.00
18-0183	01-C1118	GLOBAL BUSINESS, INC.	UNIFORM CLEANING	4/2018	D129345	16.00
18-1303	01-F0077	FIREWERKS FIRE APPARATUS RE	SERVICE CONTRACT	4/2018	5039	1,400.00
18-1667	01-F0077	FIREWERKS FIRE APPARATUS RE	REPLACE ROTATION DRIVE	4/2018	5040A	656.92
18-1524	01-G0015	GALLS PARENT HOLDING, LLC	LIFE SAVING BAR	4/2018	10196129	22.00
18-1464	01-H0117	HEIMAN FIRE EQUIPMENT	MINI PRO BARS, TOOL MTG C	4/2018	867680	10.77
18-1503	01-J0075	TYCO FIRE & SECURITY (US)	MANNUAL FIRE EXTINGUISHER	4/2018	84688671	604.71
18-1638	01-N0110	NATIONAL FIRE PROTECTION AS	NATIONAL FIRE CODES SUB.	4/2018	7221447x	1,495.00
18-0131	01-O0010	ONE GAS, INC.	GAS SERVICES	4/2018	201804237466	228.97
18-1641	01-P0059	FERGUSON ENTERPRISES, INC	GLYCERIN FILLED GAUGES	4/2018	106928	138.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2018	201804237438	890.00
18-1562	01-S1165	INTERLINE BRANDS, INC	CLEANING SUPPLIES	4/2018	435844295	293.72
18-1418	01-W0020	WALMART COMMUNITY BRC	MISC. SUPPLIES	4/2018	201804237470	31.15
					DEPARTMENT TOTAL:	8,190.47
DEPARTMENT: 61		STREETS				
18-0139	01-O0055	OKLAHOMA GAS & ELECTRIC COM	ELECTRIC SERVICE	4/2018	201804237465	110.11
					DEPARTMENT TOTAL:	110.11
					FUND TOTAL:	556,821.43

FUND: 06 - ENFORCE OF ALCOHOL LAWS

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		ENFORCE OF ALCOHOL LAWS				
18-1611	01-U0012	UNITED STATES POLICE CANINEK-9 TEAM REGISTRATION TRI		4/2018	201804267487	100.00
					DEPARTMENT TOTAL:	100.00
					FUND TOTAL:	100.00

FUND: 11 - PARK & REC DONATION

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
18-0209	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	4/2018	201804257478	20.00
					DEPARTMENT TOTAL:	20.00
					FUND TOTAL:	20.00

FUND: 15 - PERSONAL SERVICE - 10% EX

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE				
18-0101	01-G0030	GENERAL FUND	TRANSFER 10% P.S.-POLICE	5/2018	201804237452	10,400.00
					DEPARTMENT TOTAL:	10,400.00
DEPARTMENT: 51		FIRE				
18-0102	01-G0030	GENERAL FUND	TRANSFER 10% P.S.-FIRE	5/2018	201804237451	10,400.00
					DEPARTMENT TOTAL:	10,400.00
					FUND TOTAL:	20,800.00

FUND: 27 - DEBT SERVICE

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08		G O BONDS				
18-0061	01-B0042	BANK OF OKLAHOMA	2012 GO BOND PAYMENTS	4/2018	201804237463	279,468.75
					DEPARTMENT TOTAL:	279,468.75
					FUND TOTAL:	279,468.75

FUND: 39 - LIMITED PURPOSE

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 51		FIRE				
18-1340	01-F0077	FIREWERKS FIRE APPARATUS	REREPLACE LADDER DRIVE	4/2018	5040	9,886.88
18-1426	01-S0206	STOLZ TELECOM, LLC	EQUIPMENT MOVE IN EOC	4/2018	3042	2,390.00
					DEPARTMENT TOTAL:	12,276.88
DEPARTMENT: 61		STREETS				
18-1587	01-A0221	KEVIN P HERRINGTON SOLE MBR	INSULATED BAY DOORS	4/2018	32133	5,150.00
					DEPARTMENT TOTAL:	5,150.00
					FUND TOTAL:	17,426.88

FUND: 69 - RISK MANAGEMENT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
18-1651	01-I1032	INTEGRIS CARDIOVASCULAR PHY	WORKERS COMP CLAIM	4/2018	201804237456	105.19
18-1650	01-M0087	MERCY CLINIC OKLAHOMA COMMU	WORKERS COMP CLAIM	4/2018	201804237458	196.24
18-1647	01-M1044	MODERN MEDICAL, INC	WORKERS COMP CLAIM	4/2018	201804237457	884.05
18-1649	01-M1179	MERCY HEALTH CENTER, INC	WORKERS COMP CLAIM	4/2018	201804237459	651.72
18-1652	01-O0024	OKLAHOMA ANESTHESIA & PAIN	WORKERS COMP CLAIM	4/2018	201804237460	1,064.35
18-1648	01-O1050	OKLAHOMA RADIOLOGY GROUP PC	WORKERS COMP CLAIM	4/2018	201804237461	14.34
18-1646	01-S0255	SSM HEALTH CARE OF OKLAHOMA	WORKERS COMP CLAIM	4/2018	201804237462	737.50
					DEPARTMENT TOTAL:	3,653.39
					FUND TOTAL:	3,653.39

April 2018 VISA

DEPT		
511	CITY MANAGER	$ 100.00
512	LIBRARY	$ 4,000.00
513	PARKS & RECREATION	$ 12,000.00
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		$ 31,600.00

April 2018 PAYROLL

DEPT		
501	CITY ATTORNEY	$ 13,133.12
511	CITY MANAGER	$ 40,302.57
512	LIBRARY	$ 32,336.91
513	PARKS & RECREATION	$ 80,853.37
518	TOWN CENTER	$ 20,098.44
519	BALL COMPLEX	$ 39,647.99
520	AQUATICS	$ 8,263.24
521	FINANCE	$ 43,585.23
531	COMMUNITY DEVELOPMENT	$ 42,603.85
541	POLICE	$ 232,951.44
542	ANIMAL CONTROL	$ 6,955.68
543	OHSO GRANT	$ 2,274.23
551	FIRE	$ 151,473.55
TOTAL		$ 714,479.62

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO.** J-2

2. **DATE:** May 1, 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 $1,925.80 excluding collection agency fees.

7. **STAFF SOURCE:** Janet Watts, Finance Director

8. **FINANCIAL IMPACT:** Bad debt write-off of $1,925.80

9. **STAFF COMMENTS:** Recommends turning accounts over to collections.

10. **CITY ATTORNEY'S COMMENTS:**

11. **RESOLUTION/ORDINANCE NO.** N/A

JANA FERRELL - COLLECTIONS

05/01/2018

ACCOUNT NUMBER	NAME	SERVICE ADDRESS	MAILING ADDRESS	BALANCE	AGENCY FEE	TOTAL FEE
10-0102-05	BARRACLOUGH, MATTY	612 W ELDER DR MUSTANG, OK 73064	612 W ELDER DR MUSTANG, OK 73064	$ 164.47		
START DATE:						
FINAL DATE:						
17-0187-05	CONDER, CHARLOTTE	544 E ELDER LN MUSTANG, OK 73064	544 E ELDER LN MUSTANG, OK 73064	$ 421.22		
START DATE:						
FINAL DATE:						
04-0331-36	DANIELS, JOSH	490 N CLEAR SPRINGS RD MUSTANG, OK 73064	490 N CLEAR SPRINGS RD MUSTANG, OK 73064	$ 376.79		
START DATE:						
FINAL DATE:						
12-0002-02	DEL RANCHO	462 W SH 152 MUSTANG, OK 73064	117 RANCHWOOD CT OKC, OK 73139	$ 121.72		
START DATE:						
FINAL DATE:						
09-0277-09	HOOD, ROBIN	524 W PERRY DR MUSTANG, OK 73064	524 W PERRY DR MUSTANG, OK 73064	$ 109.78		
START DATE:						
FINAL DATE:						
22-0372-08	JOHNSON, MONICA	305 S CHANDA LN MUSTANG, OK 73064	PO BOX 1721 MUSTANG, OK 73064	$ 125.25		
START DATE:						
FINAL DATE:						
04-0092-10	MOODY, NICHOLAS & TIFFANY	719 N ROBIN WAY MUSTANG, OK 73064	8100 W HIGHWAY 98 APT 1310 PENSACOLA, FL 32506	$ 38.54		
START DATE:						
FINAL DATE:						
15-0113-15	SEAL, ORRIN	409 S MEADOW LN MUSTANG, OK 73064	409 S MEADOW LN MUSTANG, OK 73064	$ 152.76		
START DATE:						
FINAL DATE:						
10-0119-03	STRATTON, CHARLA	542 S WOODLAND DR MUSTANG, OK 73064	13216 SW 2ND ST YUKON, OK 73099	$ 89.52		
START DATE:						
FINAL DATE:						
09-0097-10	WAHLENBERG, MICHAEL	522 W CARSON DR MUSTANG, OK 73064	522 W CARSON DR MUSTANG, OK 73064	$ 165.00		
START DATE:						
FINAL DATE:						
09-0338-09	WILSON, JESSICA & RUSSELL	540 S SHEPHERD COURT DR MUSTANG, OK 73064	88 CRESTVIEW LN EDGEWOOD, NM 87015	$ 160.75		
START DATE:						
FINAL DATE:						
			TOTALS:	$ 1,925.80	$ 674.03	$ 2,599.83

ACCOUNTS: 11

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO.** J-3
2. **MEETING DATE:** May 1, 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 $730.23 excluding collection agency fees.
7. **FINANCIAL IMPACT:**
   Inventory loss of $730.23
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 APRIL, 2018

	A	B	C	D	E
1	Acct #	NAME/RESPONSIBLE PARTY	CITY, STATE, ZIP	BOOK BALANCE	
2	0073192	Mittye G. Zimmerman	Mustang, OK 73064	$54.90	
3	0072311	BROOKE ANNE SCHOMMER	Mustang, OK 73064	$71.92	
4	0060005	CHRISTINA MCMILLAN	Mustang, OK 73064	$104.74	
5	0072928	JESSICA LYNN ROCHELLE HONEA	Mustang, OK 73064	$158.88	
6	0065198	CANDACE S. HENTHORN	YUKON, OK 73099	$87.92	
7	0073112	JILL LEANN HARRIS	YUKON, OK 73099	$121.93	
8	0072070	MARK G. MWAURA	YUKON, OK 73099	$18.98	
9	0056873	MARK G. MWAURA	YUKON, OK 73099	$50.98	
10	0070270	AMANDA R. COLQUITT	OKLAHOMA CITY, OK 73127	$59.98	
11					
12					
13					
14					
15					
16			TOTAL FOR INDIVIDUALS	$730.23	
17					
18			TOTAL FOR ILL	0.00	
19					
20			OVERALL TOTAL	730.23	
21					
22					
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34					

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO.** J-4

2. **MEETING DATE:** May 1, 2018

3. **TITLE:**
Discussion, Consideration and Possible Action to Approve Resolution No. 18-039 for a Budget Supplemental to Establish the New Police Narcotics Enforcement Fund for the 2017-2018.

4. **COUNCIL ACTION:** Approve/Deny

5. **INITIATOR:** Janet Watts, Finance Director

6. **BACKGROUND:**
The Council approved Ordinance #1161 on April 3, 2018 amending Chapter 78 by amending Section 78-312 to include possession of a controlled dangerous substance as an offense and impose a drug analysis fee of $100, requiring the fee to be paid into the Police Narcotics Enforcement Fund.

The Police Narcotics Enforcement Fund shall be utilized for 1). The purchase and maintenance of equipment and drug testing kits. 2). Education, training, and scientific development of police and canine development.

A supplemental appropriation to establish the Police Narcotics Enforcement Fund in the amount of $1,000 to be appropriated in fiscal year 2018.

7. **FINANCIAL IMPACT:**

8. **STAFF COMMENTS:**

9. **STAFF SOURCE:** Robert Groseclose, Police Chief

10. **ORDINANCE /RESOLUTION NO. 18-039**

RESOLUTION NO. 18-039

A RESOLUTION TO ESTABLISH THE NEW POLICE NARCOTICS ENFORCEMENT FUND BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2017-2018 FISCAL YEAR BUDGET BY $1,000.

WHEREAS, The Council approved Ordinance #1161 on April 3, 2018 amending Chapter 78 by amending Section 78-312 to include possession of a controlled dangerous substance as an offense and impose a drug analysis fee of $100, requiring the fee to be paid into the Police Narcotics Enforcement Fund;

WHEREAS, The Police Narcotics Enforcement Fund shall be utilized for 1). The purchase and maintenance of equipment and drug testing kits. 2). Education, training, and scientific development of police and canine development;

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:	
Transfer from Court (16-46803)	$1,000
Total	$1,000
Expenditures:	
Restricted Fund Balance (16-541-5555)	1,000
Total	$1,000

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **1st** day of **May 2018**.

_____

Mayor

ATTEST:

_____

City Clerk

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO.** J-5

2. **MEETING DATE:** May 1, 2018

3. **TITLE:**
   Discussion, Consideration and Possible Action to Approve Resolution No. 18-040 for a Budget Supplemental in the Park Improvement Fund for the Fiscal Year 2017-2018.

4. **COUNCIL ACTION:** Approve/Deny

5. **INITIATOR:** Janet Watts, Finance Director

6. **BACKGROUND:**
   Park development fees and court transfers are projected to exceed original budget.

   A supplemental appropriation to increase the Park Improvement Fund in the amount of $11,000 in fiscal year 2018.

7. **FINANCIAL IMPACT:**

8. **STAFF COMMENTS:**

9. **STAFF SOURCE:** Janet Watts, Finance Director

10. **ORDINANCE /RESOLUTION NO. 18-040**

RESOLUTION NO. 18-040

A RESOLUTION TO MAKE CHANGES IN THE PARK IMPROVEMENT FUND BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2017-2018 FISCAL YEAR BUDGET BY $11,000.

WHEREAS, Park development fees and court transfers are projected to exceed the original budget;

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:	
Park Development Fees (05-43155)	$ 5,000
Transfer from Court (05-46803)	6,000
Total Revenues:	$11,000
Expenditures:	
Restricted Fund Balance (05-500-5555)	$11,000

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **1st** day of **May 2018.**

_____

Mayor

ATTEST:

_____

City Clerk

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO.** J-6

2. **MEETING DATE:** May 1, 2018

3. **TITLE:** Discussion, Consideration and Possible Action to Approve Resolution No. 18-041 for a Budget Supplemental in the General Fund for Fiscal Year 2017-2018.

4. **COUNCIL ACTION:** Approve/Deny

5. **INITIATOR:** Janet Watts, Finance Director

6. **BACKGROUND:**
The Fire Department received transmittal documents of acceptance from the 2016 Homeland Security Grant Program, awarding grants #720.006 ($9,000) and #820.004 ($3,500), for the purpose of funding Blue Card Training in Arizona.

   A supplemental appropriation to increase the General Fund in the amount of $12,500 to be appropriated in fiscal year 2017-2018.

7. **FINANCIAL IMPACT:**

8. **STAFF COMMENTS:**

9. **STAFF SOURCE:** Craig Carruth, Fire Chief

10. **ORDINANCE /RESOLUTION NO.** **18-041**

RESOLUTION NO. 18-041

A RESOLUTION TO MAKE CHANGES IN THE GENERAL FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2017-2018 FISCAL YEAR BUDGET BY $12,500.

WHEREAS, The Fire Department received transmittal documents of acceptance from the 2016 Homeland Security Grant Program, awarding grants #720.006 ($9,000) and #820.004 ($3,500), for the purpose of funding Blue Card Training in Arizona;

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:	
Grants - Other (01-45111)	$12,500
Expenditures:	
Training (01-551-5310)	$ 9,000
Travel (01-551-5326)	3,500
Total	$12,500

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **1st** day of **May 2018.**

_____

Mayor

ATTEST:

_____

City Clerk

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO.** J-7

2. **MEETING DATE:** May 1, 2018

3. **TITLE:** Discussion, Consideration and Possible Action to Approve Resolution No. 18-042 for a Budget Supplemental in the Park & Recreation Donation Fund for Fiscal Year 2017-2018.

4. **COUNCIL ACTION:** Approve/Deny

5. **INITIATOR:** Janet Watts, Finance Director

6. **BACKGROUND:**
   The Parks and Recreation Department received donation(s) from area businesses for programs and activities.

   A supplemental appropriation to increase the Park & Recreation Donation Fund in the amount of $5,000 to be appropriated in fiscal year 2017-2018.

7. **FINANCIAL IMPACT:**

8. **STAFF COMMENTS:**

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

10. **ORDINANCE /RESOLUTION NO. 18-042**

RESOLUTION NO. 18-042

A RESOLUTION TO MAKE CHANGES IN THE PARK & RECREATION DONATION FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2017-2018 FISCAL YEAR BUDGET BY $5,000.

WHEREAS, The Parks and Recreation Department received donation(s) from area businesses for programs and activities;

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:	
Other (11-45100)	$ 5,000
Expenditures:	
Special Events (11-500-5302)	$ 5,000
Total	$ 5,000

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and

APPROVED by the Mayor and City Council this the **1st day of May 2018.**

_____

Mayor

ATTEST:

_____

City Clerk

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. J-8
2. MEETING DATE: , 2018
3. TITLE: School Resource Officer – Annual Agreement
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Timothy Rooney, City Manager
6. BACKGROUND: Attached, for your information and review, is a proposed agreement between the City of Mustang and Mustang Public Schools for the purpose of providing two (2) School Resource Officers for the FY19 school year, each day the school is in session, which is a total of 173 instructional days.
7. FINANCIAL IMPACT: If agreement is approved, the City of Mustang would be reimbursed a total amount of $138,872 of a total cost of $208,295 for these two positions.
8. STAFF COMMENTS: Staff recommends City Council approval of the School Resource Officer Agreement.
9. STAFF SOURCE: Robert Groseclose, Police Chief
10. RESOLUTION / ORDINANCE: None

AGREEMENT BETWEEN THE CITY OF MUSTANG AND MUSTANG PUBLIC SCHOOL SYSTEM 2018-2019 SCHOOL YEAR

This agreement entered into between the City of Mustang ("CITY") and the Independent School District No. I-069, Mustang Public School System ("SCHOOL");

Whereas, the SCHOOL has need for two or more full-time, on duty police officers to serve Mustang Public Schools, High School/Middle School campus in the boundaries of the CITY each day school is in session; and

Whereas, the CITY has determined that it is in the best interest of students and residents to provide protection services to the SCHOOL for the purposes, terms and conditions as stated herein;

Now, therefore, for the consideration as stated herein, the parties agree as follows:

1. The CITY will furnish the services of two (2) experienced Mustang police officers to the SCHOOL no earlier than 7:30 a.m. and no later than 4:30 p.m. each day SCHOOL is in session during the 2018-2019 SCHOOL year, a total of 173 instructional days. The officers will work four 8 ½ hour days & one 8 hour day within the stated time frame with a lunch break in accordance with established policy of the Mustang Police Department. If an unforeseen event occurs where one or all three of the assigned officers cannot be present, the CITY will not furnish a substitute officer for that designated period. The CITY agrees to refrain from scheduling all officers off at the same time for training or any other regular foreseen event, unless a substitute officer is scheduled. The CITY further agrees to consult with the SCHOOL principal regarding scheduling of required training and other necessary foreseen events.

2. Both parties will approve the designation of the police officers assigned to the SCHOOL under the terms of this contract. The SCHOOL may request the replacement of the assigned officers, for cause, with thirty (30) days written notice to the Chief of Police, unless this requirement is waived at the sole discretion of the Chief of Police.

3. The primary duty of the assigned officers is to provide community policing law enforcement services on campus, including crime deterrence, crime detection, criminal investigation and apprehension of offenders. It is expressly provided that the services described in this Agreement will not include assignments or duties occurring outside the hours set forth herein or outside the municipal boundaries of the CITY. The CITY is committed to having on duty Mustang police officers working in the SCHOOL to deliver community policing law enforcement services and is willing to work with the SCHOOL to provide additional officers as requested by the SCHOOL when police staffing allows.

4. It is fully understood and agreed by the parties that the assigned officers are, at all times pertinent to this agreement, police officers certified by the State of Oklahoma, commissioned and employed by the CITY. The assigned officers will, at all material times, be under the supervision of the Mustang Police Department. Direction, assignments and duties involving the officers will be coordinated between an appointed representative of the SCHOOL and the Mustang Chief of Police or his/her designee. The assigned officers shall at no time be considered to be in the chain of command of any SCHOOL administrator, or in any other way have their law enforcement actions controlled by any SCHOOL official or employee.

5. The SCHOOL will make reasonable efforts to provide the assigned officers an office area with appropriate furnishings where he/she would be available to students and or perform tasks related to this assignment.

6. In consideration for the services provided through this Agreement, the SCHOOL agrees to pay the CITY a total amount of $138,872 limited to 2018-19 SCHOOL year only, which is the approximate salary, benefits and expenses to the CITY for two (2) experienced police officers for 173 instructional days. This amount will be paid in nine (9) equal monthly payments, payable on the day following the regular scheduled board meeting for the previous month's services. The first payment will be due on or before September 15, 2018.

7. Should the CITY'S full-time commissioned police officer staffing decrease to a level which jeopardizes the safe and efficient delivery of critical police services to the CITY; the Chief of Police shall retain the right to suspend the school resource officer program in whole or in part based upon the staffing shortage. Reasonable efforts shall be made to maintain the officer assigned to Mustang High School. The SCHOOL at that time agrees to pay the CITY, $69,436, the approximate annual salary for each experienced school resource officer, limited to 2018-19 SCHOOL year only. The terms of payment shall be as agreed upon in paragraph six (6) of this agreement.

8. This agreement may be canceled by either party upon thirty (30) days written notice to the other. For notice given to the CITY, notice shall be provided to the City Manager. For notice given to the SCHOOL, notice shall be provided to the Chairman of the Mustang School Board.

9. The CITY appoints the Chief of Police and the SCHOOL appoints the Superintendent as their respective designees for carrying out the terms of this Agreement, including the assignment of duties to the assigned police officer.

_____

Mayor, City of Mustang Date

_____

President of Mustang Board of Education Date

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. J-9
2. MEETING DATE: Tuesday, May 1,2018
3. TITLE: Acceptance of Memorandum of Understanding with Mustang Public Schools to use Two (2) District Owned Buses for Field Trips.
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Jean Heasley, Assistant Parks and Recreation Director
6. BACKGROUND: The Mustang Parks and Recreation Department's "Camp Mustang" has field trips in June and July. The camp's participants and staff are transported to the various field trips by Mustang Public School buses. This Memorandum of Understanding sets forth the terms and understanding between the School District and the City.
7. FINANCIAL IMPACT: Reimbursement for the drivers and cost of fuel is based on the mileage for each trip. These funds are available in the current budget for summer camp.
8. STAFF COMMENTS: Recommend Approval
9. STAFF SOURCE: Jean Heasley, Assistant Parks and Recreation Director
10. RESOLUTION / ORDINANCE NO.

Mustang Public Schools
Empowering today to achieve a better tomorrow

MEMORANDUM OF UNDERSTANDING

Between

Mustang Public Schools, ISD No. 69; hereafter referred to as the **"DISTRICT"**

and

The City of Mustang, in the County of Canadian County, and the State of Oklahoma; hereafter referred to as the **"CITY."**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the DISTRICT and the CITY to use the two (2) district owned buses.

Background
A strong partnership that exists between the DISTRICT and the CITY is important to both the educational community and the city at large. When the school district succeeds, the city prospers; likewise, when the city is growing and providing opportunities for families, students and their families are the beneficiaries. Consequently, when opportunities arise that mutually benefit both parties, it is important to take advantage of them.

Purpose
This MOU will provides that the City may use two district owned buses for the 2018 Camp Mustang field trips.

The above will be accomplished by undertaking the following activities:
The **DISTRICT** agrees to:

Provide two buses, fuel, and drivers to the City for the 2018 Camp Mustang field trips.
Facility Use fees are waived.

The **CITY** agrees to:

Complete Facility Use Agreement.
Reimburse the District for the cost of the driver and the cost for fuel and mileage.

Reporting
This MOU will be a one-time MOU, expiring upon conclusion of the activities listed in the MOU for the 2018 Camp Mustang field trips. The **DISTRICT** reserves the right to terminate this MOU at any time for any reason with or without notice. On or around July 1, 2018, the City Manager and the Superintendent of Schools will evaluate the MOU and the success of the program and the MOU may be renewed for the subsequent year.

Funding
This MOU does not require a commitment of funds from either party; however, for any damage that occurs that can be directly attributed to the use of the buses by city participants, consideration will be given by the city to pay for said damages.

This MOU is at-will and may be modified by the **DISTRICT**. This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated.

Contact Information
Mustang Public Schools, Independent School District No. 69 **(DISTRICT)**
Dr. Sean McDaniel – Authorized Representative
Position – Superintendent of Schools
906 S. Heights Drive
Mustang, OK 73064
(405)376-2461
mcdaniels@mustangps.org

The City of Mustang **(CITY)**
Mr. Tim Rooney – Authorized Representative
Position – City Manager
1501 N. Mustang Road
Mustang, OK 73064
(405)376-4521
trooney@cityofmustang.org

for the DISTRICT Date

for the CITY Date

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO.** J-10

2. **DATE:** May 1, 2018

3. **TITLE:** Approval of Agreement between the City of Mustang and Heartland for Gateway and Internet Services

4. **COUNCIL ACTION:** Approve or Deny

5. **INITIATOR:** Janet Watts, Finance Director

6. **BACKGROUND:** Batch processing is a method to process a day's worth of credit card transactions all at once. Capital Bankcard has been the third party gateway between the City's accounting system and banking entities since 2016. At that point, the credit card transactions were settled by the next day. The parent company of Capital Bankcard (First Data) has been acquired by TSYS Payment Solutions. The batch out space currently can be within a seven day period which is causing the following:

- Monies not deposited into bank accounts the next day;
- The cardholder does not see the pending transaction immediately;
- Challenges with billing cutoff day;
- Issues with bank reconciliations (authorization from issuing bank for a credit card transaction is not the same as the settling date)

7. **STAFF SOURCE:** Janet Watts, Finance Director

8. **FINANCIAL IMPACT:** No increase in monthly transaction fees.

9. **STAFF COMMENTS:** Recommend approval to change third party gateway services to Heartland.

10. **RESOLUTION/ORDINANCE NO.** N/A

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Heartland

Merchant Processing Agreement

Merchant Services: 1-888-963-3600 **One Heartland Way, Jeffersonville IN 47130** **Note: White Out is Not Acceptable on Merchant Applications**

☐ New Merchant ☐ Additional Location Chain #: ☒ New Owner/Existing HPS MID#:

Bank/Assn/VAR/RSP Affiliate Code: Name of Affiliate: Lead Generator ID #:

Relationship Manager: Phillip Brent Stockwell Phone #: [redacted] Installer: Phone #:

COMPANY INFORMATION

MERCHANT DBA NAME: City of Mustang Utility eComm Store #: # of Locations:

Address: 1501 North Mustang Road Customer Service No. For Lodging, Car Rental, MOTO Merchant:

City: Mustang ST: OK Zip: 73064

DBA Phone: (405) 376-4521 Fax: (405) 376-7760

Primary Contact Name: Jess Schweinberg Phone #: [redacted] ☒ DBA ☐ Home ☐ Cell

Authorized to Purchase: ☐ Yes ☐ No

Secondary Contact Name: Phone #: ☐ DBA ☐ Home ☐ Cell

Authorized to Purchase: ☐ Yes ☐ No

Language Preference (Please select ONE): ☐ English ☐ Spanish ☐ Mandarin ☐ Korean ☐ Vietnamese ☐ Cantonese ☐ Japanese ☐ Other:

Email Address: Website Address:

(Heartland InfoCentral Admin User Email Address)

Email Contact: First Name: Janet Last Name: Watts

(Heartland InfoCentral Admin User First Name) (Heartland InfoCentral Admin User Last Name)

LEGAL OR CORPORATE NAME: City of Mustang-Mustang Improvement Autr Federal Tax ID/EIN:

(Please complete — must correspond with IRS filing name) (Must correspond with legal name)

Address: 1501 North Mustang Road City: Mustang ST: OK Zip: 73064 Phone:

CORPORATE HEADQUARTERS/MANAGEMENT COMPANY NAME: Phone:

(If Management Company; please provide a copy of the Management Agreement)

Address: City: ST: Zip: Fax:

FEE SCHEDULE

Service Requested	Discount Rate	Discount Per Item	Trans Fee Dial	Trans Fee IP
VISA	0.100 %	$	$ 0.070	$ 0.070
MasterCard	0.100 %	$	$ 0.070	$ 0.070
Discover / JCB	0.100 %	$	$ 0.070	$ 0.070
PayPal	%	$	$	$
PayPal eCommerce	%	$	$	$
PIN Debit			$	$
American Express	0.100 %	$	$ 0.070	$ 0.070

Application Processing Fee

(Non-Refundable): $ 0.0000

Annual Volume: $ 832906.9200 Average Ticket: $ 98.1700

High Ticket: $ High Ticket Frequency:

☒ Cost Plus

PayPal Annual Volume: $ PayPal Average Ticket: $

Customer Service Email (Required):

Plus Applicable Debit Network Fees

Annual Volume: $ 30000.0000 Average Ticket: $ 150.0000

Note: OptBlue Annual Processing Volume > $1 Million must go Direct

☐ OptBlue ☐ I opt out of receiving marketing material from American Express

American Express Merchant #: American Express Franchise Name: Franchise CAP #:

☐ **SMP** Annual VI/MC/DS MAP sales volume $50,000 or less. (If annual VI/MC/DS MAP volume exceeds $50,000 annually, 0.50% will be added to the Monthly & Per Item Fees.) HPS reserves the right to change the monthly fee if processing volume is not consistent with volume listed on this application.

☐ **ASMP – Fee:** ☐ Annual ☐ Monthly ☐ Installment Billing-Indicate Months: ☐ J ☐ F ☐ M ☐ A ☐ M ☐ J ☐ J ☐ A ☐ S ☐ O ☐ N ☐ D

Note: Interchange, DPI, Dues and Assessments and Fees will be passed through. Also, this monthly fee will be titled as "Service & Regulatory Mandate Fee" on your monthly statements.

ADDITIONAL SERVICES	Monthly Fee	Txn Fee Dial	Txn Fee IP
Gateway	$	$	$
Wireless (Per Wireless Terminal)	$		
Merchant Link ☐		$0.0595	$0.039
Petroleum/Fleet		$	$
TSYS Authorization Fee		$0.04	$0.04
EBT (PIN Debit required for EBT)		$	$

RECURRING FEES	
Minimum Discount Fee	$ 20.00
Service & Regulatory Mandate Fee	$ 33.50
Annual Fee	$ 0.00
Chargeback Fee	$ 25.00
Voice Auth Fee	$ 0.65

SETTLEMENT

☐ Daily/Split

☐ Daily/Net

☒ Monthly Disc Fee 4 bp

EBT State Required 7-Digit FNS/FCS/CA/AO#: EBT Programs: ☐ Food Stamps & Cash Benefits ☐ Food Stamps Only ☐ Cash Benefits Only

(Note: FNS/FCS are not required for Cash Benefits only Setup) State Provided Terminal: ☐ Yes ☐ No Terminal Type: Serial #:

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INTERCHANGE QUALIFICATION			
☒ Interchange Plus	☐ MOTO / Internet	☐ Purchase Card Level: ☐ [2] ☐ [3]	☐ Small Ticket / M3
☐ Retail	☐ Emerging Market	☐ GSA Large Ticket	☐ DialPay / TT
☐ Restaurant	☐ Automated Fuel (AFD)	☐ Convenience	
☐ Lodging / Car Rental	☐ Service Station (NFD)	☐ Small Ticket / Convenience Purchase	

STATEMENT OPTIONS	
Statement Type:	**Mail Statements To:**
☒ Standard	☐ Legal
☐ Non-Qual Breakout	☒ DBA
☐ By Card Type	☐ Suppressed Statements
☐ Chain Recap Summary	☐ All Electronic Communications: ☐ Same as InfoCentral ☐ Preferred Email Address

CARD ACCEPTANCE
☒ All Cards Accepted
☐ Credit/Business Cards Only
☐ Consumer Prepaid/Debit (Check Cards) Only

DEPOSIT METHOD
☒ Standard
☐ By Batch
☐ By Card Type

DISPUTE LETTERS	
Mailing Options:	**Electronic Options*:**
☐ Legal	☐ Fax
☒ DBA	☒ Email
*Select mail option as back-up.	

MERCHANT DETAIL

Type of Business (Required): ☐ Public ☒ Private

Type of Ownership: ☐ Sole Proprietorship* ☐ Partnership ☒ Corporation ☐ L.L.C.** ☐ Non-Profit ☐ Government / Municipality

*If business is owned by a Sole Proprietor is the Federal Tax ID the signers SSN: ☐ Yes ☐ No

**IRS reporting classification for LLC: ☐ Disregarded Entity (aka Single Member LLC) ☐ Corporation ☐ Partnership

Date Business Started: _____ Date Acquired by Current Owner: _____ What percentage of sales are Chargebacks: ____ %

Do you currently accept Credit Cards: ☐ Yes ☐ No Date began accepting Credit Cards: _____ What percentage of sales are Returned: ____ %

Current Processor: _____ Current MID: _____

Are you currently in contract or negotiating with a Third Party Lender: ☐ Yes ☒ No

If yes: Contract Start Date: _____ **Length of Contract Term:** _____ **Loan Balance:** _____

Do you accept credit card information via website: ☒ Yes ☐ No If so, will web-based transactions be processed through HPS: ☒ Yes ☐ No

Please provide the name of the payment processor utilized for web based transactions if not HPS: _____

Does your company provide third party services for any other company to store, process or transmit card member data: ☐ Yes ☒ No

For additional information, go to: https://www.heartlandpaymentsystems.com/resources

Are you a Payment Facilitator / Payment Service Provider: ☐ Yes ☒ No

Note: Payment Facilitator/Payment Service Provider and File Hosting/Storage are currently restricted and will require Sponsor Bank review.

Home-Based Business: ☐ Yes ☒ No Business is conducted: Consumer: ____ % Business to Business: ____ %

What Products and / or services do you provide: _____

Define your Refund Policy (Refunds made via credit card must be applied to the card used at the time of sale.): _____

How soon is the Customer's card charged: _____ Do you obtain a signature for receipt of product? ☐ Yes ☐ No

What is the verification process when selling age-restricted products (tobacco/alcohol): _____

Seasonal Merchant: ☐ Yes ☒ No If yes, indicate months open: ☐J ☐F ☐M ☐A ☐M ☐J ☐J ☐A ☐S ☐O ☐N ☐D

Sales Method	
On Premise Face to Face Sales	0 %
Off Premise Face to Face Sales	%
Mail Order Sales	0 %
Real-Time Internet Sales	%
Inbound Telephone Order Sales	100 %
Outbound Telephone Order Sales	0 %
Internet Keyed	%
Recurring Billing	0 %
	Total = 100%

Processing Method	
Card Swiped	0 %
Keyed with Imprinted Receipt	0 %
Keyed without Imprinted Receipt	100 %
	Total = 100%
MOTO Card Type	
Percent of Domestic Transactions	0 %
Percent of Foreign Transactions	0 %
	Total = 100%
Percent of Gift Card Sales	%

Future Delivery*	
2 – 5 Days	0 %
6 – 10 Days	0 %
11 – 30 Days	0 %
31 – 60 Days	0 %
61 – 90 Days	0 %
91 – 120 Days	0 %
> 120 Days	0 %
	If Applicable Total = 100%
Future Delivery Bankcard Volume Percentage:	%

*Includes advance reservations, deposits accepted for ordered merchandise shipped after payment, and services provided after payment including memberships and subscriptions. If 100% of the product and / or service are NOT delivered (not including mail time) within 24 hours of the time of sale, please indicate above.

Lodging / Resort: Select the following for all lodging merchants accepting reservations via an Internet Website:

☐ My business processes an authorization and/or charges a deposit when accepting reservations prior to the guest's arrival.

☐ My business only retains card information for use in the event of a NO SHOW; no authorization or deposit is obtained.

Travel Agencies / Travel Tour Operators (Required for American Express):

The following information is required to validate Travel Industry Bonding Organization / Authorized Airline Ticket Agent Memberships: ARC# / IATA#: _____

PCI Compliance

Is your business PCI Compliant: ☒ Yes ☐ No

Does your company utilize a Data Storage Entity or Merchant Servicer that has access to card member data (i.e., Payment gateway or data warehouse, etc.): ☐ Yes ☒ No

If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized:

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Heartland when it changes its point of sale software, system, application or vendor:
☒ Yes ☐ No ☐ N/A

Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office): ☒ Yes ☐ No ☐ N/A

Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized: ☐ Yes ☒ No ☐ N/A

The signing merchant listed below has experienced an account data compromise.*: ☐ Yes ☒ No ☐ N/A ☐ I have never accepted payment cards.

If yes, what was the date of the compromise: (Copy of the completed forensic investigation is required with the app.)

The signing merchant listed below is storing Sensitive Authentication Data** (even if encrypted) after the transaction has been authorized:
☐ Yes ☒ No ☐ N/A ☐ I have never accepted payment cards.

Merchant utilizes an EMV enabled terminal: ☐ Yes ☒ No ☐ N/A

*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.

**Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Heartlands request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you w be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Heartland immediately should the information on this Compliance Statement change.

OWNERS / OFFICERS

Is any owner, officer, director, employee, or agent a current or former senior official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? ☐ Yes ☐ No If "yes," please attach details.

☐ Owner ☒ Officer ☐ Authorized Signer ☐ *Managing Agent *Please provide copy of Management Agreement

(1) Name: Jess Schweinberg Title: C-level Executive SSN: [redacted] DOB (mm/dd/yyyy [redacted]

Home Address [redacted] City: Mustang ST: OK Zip: 73064

Home Phone: Cell Phone: (405)949-1555

Driver's License #: Length at Home Address [redacted] Business Equity Ownership: 0 %

☐ Owner ☐ Officer ☐ Authorized Signer ☐ *Managing Agent *Please provide copy of Management Agreement

(2) Name: Title: SSN: DOB (mm/dd/yyyy):

Home Address: City: ST: Zip:

Home Phone: Cell Phone:

Driver's License #: Length at Home Address: Business Equity Ownership: %

PERSONAL GUARANTY

FOR VALUE RECEIVED, and in consideration of the mutual understandings contained in the Merchant Processing Agreement (the "Agreement") Terms and Conditions by and between the Merchant submitting this Application ("Merchant") and ("Acquirer"), the undersigned jointly and severally, if more than one, unconditionally and irrevocably guarantee to Acquirer and their successors and assigns the full and prompt payment when due of all obligations of every kind and nature arising directly or indirectly out of the Agreement. The undersigned (does/do) hereby certify that (he/she/they) (has/have) read, understand(s) and agree(s) to all Merchant Processing Agreement Terms and Conditions and specifically those that relate to the personal guaranties. Merchant and the undersigned authorize Acquirer, any credit bureau or reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements, or data provided by Merchant or the undersigned for purposes of this Application.

X 05/01/2018

(1) Personal Guarantor (signature) Date

X 05/01/2018

(2) Personal Guarantor (signature) Date

DEBIT / CREDIT AUTHORIZATION

Merchant certifies that any verification of business provided is for a business account in good standing and that the Business name on the below checking account is the same as the Business name on the enclosed Heartland Payment Systems Merchant Application. In addition, Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings account. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.

Depository Bank Name: INTRUST BANK, NA Phone: 316 383-1494 City, ST ZIP: _____

If the Merchant processes Petro transactions and deposits are made directly to a Fuel Supplier, name supply Company: _____

☒ Deposits & Fees ☐ Deposits Only – (Split*)	*Split Continued – Fees Only
[redacted] [redacted]	DA#): (RT#):
Account Type: ☒ Checking ☐ Savings ☐ Other:	Account Type: ☐ Checking ☐ Savings ☐ Other:
Name as it appears on Bank Account:	Name as it appears on Bank Account:

AGREEMENT ACCEPTANCE, CERTIFICATION AND CONSUMER REPORT AUTHORIZATION

Have you or your company ever filed for Bankruptcy: ☐ Yes ☒ No Type: ☐ Personal ☐ Business Date Filed: _____

Do you support the Merchant Bill of Rights: ☐ Yes ☐ No Do you permit HPS to list you as a supporter: ☐ Yes ☐ No

Merchant authorizes HPS, any credit bureau or reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to this business relationship. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions, Policies, Procedures, Rules and Requirements which together with this application shall constitute the agreement(s) between the parties. **I further certify that this business or any Owner/Officer has never been terminated by any of the Card Brands.**

Owner / Officer / Authorized Signer / Managing Agent	Print Name & Title	Date
	C-level Executive	05/01/2018
Owner / Officer / Authorized Signer / Managing Agent	**Print Name & Title**	**Date**
		05/01/2018

THE TERM OF THIS AGREEMENT IS 36 MONTHS

Note: Maximum $295 per location early account closure fee may apply; see section 11 of the Merchant Processing Agreement Terms and Conditions for more information.

HPS OFFICIAL USE ONLY

Application Approved By: _____ **Title:** _____ **Date:** ____/____/____

Created: 01/09 Revised: 03/16/17

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Member Bank Sponsors

Heartland Payment Systems utilizes multiple Member Bank Sponsors when settling funds to merchant's bank. At the time of this signing a Member Bank Sponsor has not been assigned. During the enrollment process a Member Bank Sponsor will be assigned and notification of that sponsor will be identified in the Terms and Conditions that are included in the Welcome Kit that will be sent at a later date.

Member Sponsor Banks:

Barclay Bank
125 South West Street
Wilmington, DE 19801
Phone #: 1 (302) 622-8990

The Bancorp Bank
409 Silverside Road, Suite 105
Wilmington, DE 19809
Phone #: 1 (302) 385-5000

Wells Fargo Bank, N.A.
1200 Montego
Walnut Creek, CA 94598
Phone #: 1 (925) 746-4167

Debit Card Sponsor:

Bay Bank, FSB
7151 Columbia Gateway Drive Suite A
Columbia, MD 21046

Changes are made periodically to the Terms and Conditions dependent on Card Association mandates. Review of current Terms & Conditions can be found by logging into the HPS InfoCentral at: https://infocentral.heartlandpaymentsystems.com

Revised: 07/08/15

DocuSign Envelope ID: BE23C5CF-EE75-4D67-B00E-9150803C449C

Member Sponsor Bank Disclosure

Heartland

Service Provider Contact Information:
Heartland Payment Systems
One Heartland Way, Jeffersonville, IN. 47130
HeartlandPaymentSystems.com
(888) 963-3600

Merchant Name: City of Mustang Utility eComm

Address: 1501 North Mustang Road

City: Mustang **ST:** OK **Zip:** 73064

Contact Name: Jess Schweinberg **Phone #:** [redacted]

IMPORTANT MERCHANT RESPONSIBILITIES

1. Merchant must ensure compliance with cardholder data security and storage requirements.
2. Merchant must maintain fraud and chargeback below thresholds.
3. Merchant must review and understand the terms of the Merchant Processing Agreement.
4. Merchant must comply with the Card Brands Operating Regulations.
5. Merchant must retain a signed copy of this Disclosure Page.

Note: The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Member Sponsor Bank (Acquirer) is the ultimate authority should the merchant have any problems.

IMPORTANT MEMBER SPONSOR BANK (ACQUIRER) RESPONSIBILITIES

1. The Member Sponsor Bank is the only entity approved to extend acceptance of Card Brand products directly to a Merchant.
2. The Member Sponsor Bank must be a principal (signer) to the Merchant Processing Agreement.
3. The Member Sponsor Bank is responsible for educating Merchants on pertinent Card Brand Operating Regulations with which Merchants must comply.
4. The Member Sponsor Bank is responsible for and must settle funds with the Merchant.
5. The Member Sponsor Bank is responsible for all funds held in reserve that are derived from settlement.

MERCHANT RESOURCES

1. You may download Visa Regulations from Visa's website at: http://usa.visa.com
2. You may download MasterCard Rules from MasterCard's website at: http://mastercard.com

Member Sponsor Bank (Acquirer) Information:*

Barclay Bank
125 South West Street
Wilmington, DE. 19801
Phone: (302) 662-8990

The Bancorp Bank
409 Silverside Road, Suite 105
Wilmington, DE. 19809
Phone: (302) 385-5000

Wells Fargo Bank, N.A
1200 Montego
Walnut Creek, CA 94598
Phone: (925) 746-4167

Debit Bank Sponsor

Bay Bank, FSB
7151 Columbia Gateway Drive
Suite A
Columbia, MD 21046

I, the undersigned hereby acknowledge and agree that Heartland Payment Systems will select one of the Member Sponsor Bank's listed above based on the following criteria; business type, POS equipment compatibility, depository institution and/or existing HPS relationship. Heartland Payment Systems will provide Merchant a written notification of the Member Sponsor Bank that is selected. By presenting any Card Brand Transaction to Heartland Payment Systems under the Merchant Processing Agreement from and after notice of the Member Sponsor Bank, you agree that the Member Sponsor Bank so selected shall be immediately a principal party (signer) to the Merchant Processing Agreement, regarding acceptance of Card Brand transactions.

Jess Schweinberg		05/01/2018
Merchant's Name Printed	**Merchant's Signature**	**Date**

Bank Use Only

Date Received	Date Installed	HPS Rep Name

Revised: 03/15/16

DocuSign Envelope ID: BE23C5CF-EE75-4D67-B00E-9150803C449C

Heartland

Terms & Conditions Acknowledgement

"Merchant" acknowledges that Heartland Payment Systems, LLC. ("Heartland or HPS") has provided it with a copy of the Card Acceptance Policies, Procedures, Terms & Conditions (the "Terms and Conditions") and the Merchant Application, which together make up the entire agreement between the parties. Merchant has read, understands, and agrees to be bound by the Terms and Conditions, as may be amended from time to time. Merchant acknowledges that the Terms and Conditions are a fundamental part of the parties' agreement without which Heartland would not be able to enter into an agreement with the Merchant. The Terms and Conditions can be reviewed at any time by visiting the Heartland InfoCentral at https://infocentral.heartlandpaymentsystems.com. In addition, Merchant can request another copy of the Terms and Conditions at any time by sending a written request for a copy to Heartland at the following address:

Heartland Payment Systems; Attn Customer Care; One Heartland Way; Jeffersonville IN 47130

	Jess Schweinberg	05 01 2018
Merchant Signature	**Printed**	**Date**
	Phillip Brent Stockwell	05 01 2018
Relationship Manager	**Printed**	**Date**

Site Inspection

I hereby verify that (check one).

☐ I have physically inspected the business premises & certify that the merchant has the proper facilities, equipment, inventory, agreements, and licenses required to conduct the business.

☐ I was not reasonably able to complete a Site Inspection of the Merchant at this Address, and the information stated below is correct to the best of my knowledge and belief. Please explain why a site inspection could not be performed.

_____

Phillip Brent Stockwell		05 01 2018
Inspected By	**Signature**	**Date**

It is required that the following questions be completed.

Is business signage present: ☐ Yes ☐ No Describe: _____

*Does business signage display a Branded Name: ☐ Yes ☐ No
*If yes, please note the Branded Name should be listed first before the DBA name on the merchant application.

Is inventory sufficient to support business: ☐ Yes ☐ No Describe: _____

Number of Terminals:_____ Locations: _____ Are card acceptance logos displayed for easy view: ☐ Yes ☐ No

Merchant utilizes a Fulfillment house to ship customer orders outside DBA location: ☐ Yes ☒ No
Site Inspected: ☐ Yes ☒ No

Location Name: _____ Phone #: _____
City:_____ ST: _____ Zip:_____

If this is an additional location to an existing HPS merchant, was a site inspection performed on any of the locations?
☐ Yes ☒ No

If this is a referral from an HPS partner, please list individual's name and business affiliation that confirms site exists.
Name:_____ Business:_____ Date:_____

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Heartland

Gateway and Internet Setup and Order Form

Merchant Information

DBA: City of Mustang Utility eComm

DBA Address: 1501 North Mustang Road

City: Mustang ST: OK Zip: 73064

Customer Service #: Secondary #:

*1 Primary Contact: Janet Watts Phone #:

*1 Primary Contact Direct Email Address:

*1 Primary Contact should be the contact listed on the application and the email address should be the direct email address of the primary contact. No webmasters or general email addresses.

Gateway Processing Information

Gateway Programming (Required): ☒ Ecommerce ☐ Retail ☐ MOTO

Note: Incorrect programming could require the purchase of a new gateway.

Purchase Level: ☐ Level 2 ☐ Level 3

Automated Recurring Billing: ☐ Yes ☐ No

Gateway Processing Information and Fee Schedule (Select the applicable Gateway)

☒ **Authorize.Net**

Select one of the following:

☒ Customer Owned
Payment Gateway ID (Required): [redacted]

☐ Purchase
(Non-Refundable Gateway License Fee Required.)

Gateway License Fee	Monthly Gateway Fee	Transaction Fee	Batch Fee
$75.00 (If Purchasing)	$15.00	$0.10	$0.25

Note: Authorize.Net bills Merchants directly for Monthly, Transaction and Batch Fees.

☐ **PayPal**

☐ Customer Owned ☐ Purchase

Gateway Type (Select One)	Gateway Setup Fee	Monthly Gateway Fee	Transaction Fee
☐ Payflow Pro	$99.00	$25.00	$0.10
☐ Payflow Link	N/A	N/A	$0.10

☐ **CyberSource**

☐ Customer Owned ☐ Purchase

Shipping Information

Ship To: ☒ DBA ☐ RM ☐ Other: (please indicate below)

Name: City of Mustang Utility eComm Phone #:

Address:

City: State: Zip:

Acknowledgement

Merchant hereby authorizes HPS or their respective successors and assigns to debit Merchant's account in any amounts owed by Merchant hereunder. Merchant shall at all times maintain a direct deposit account (the "Account" or "DDA"), and Merchant is solely liable for all fees and all overdrafts, regardless of cause. HPS shall have the unlimited right to debit without prior notice, any Account containing funds for the purpose of satisfying any liability incurred on behalf of Merchant and any amounts owed to HPS under this Agreement.

X

Owner/Officer/Authorized Signers Signature **Print Name and Title** **Date**

*Signature must be that of the Owner/Officer which signed the HPS Merchant Processing Agreement

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Heartland

Merchant Processing Agreement

Merchant Services: 1-888-963-3600 **One Heartland Way, Jeffersonville IN 47130** **Note: White Out Is Not Acceptable on Merchant Applications**

☐ New Merchant ☐ Additional Location Chain #: ☒ New Owner/Existing HPS MID#:

Bank/Assn/VAR/RSP Affiliate Code: Name of Affiliate: Lead Generator ID #:

Relationship Manager: Phillip Brent Stockwell Phone #: [redacted] Installer: Phone #:

COMPANY INFORMATION

MERCHANT DBA NAME: City of Mustang-Court eComm Store #: # of Locations:

Address: 1501 North Mustang Road Customer Service No. For Lodging, Car Rental, MOTO Merchant:

City: Mustang ST: OK Zip: 73064

DBA Phone: (405) 376-4521 Fax: (405) 376-7760

Primary Contact Name: Jess Schweinberg Phone #: [redacted] ☒ DBA ☐ Home ☐ Cell

Authorized to Purchase: ☐ Yes ☐ No

Secondary Contact Name: Phone #: ☐ DBA ☐ Home ☐ Cell

Authorized to Purchase: ☐ Yes ☐ No

Language Preference (Please select ONE): ☐ English ☐ Spanish ☐ Mandarin ☐ Korean ☐ Vietnamese ☐ Cantonese ☐ Japanese ☐ Other:

Email Address: Website Address:

(Heartland InfoCentral Admin User Email Address)

Email Contact: First Name: Janet Last Name: Watts

(Heartland InfoCentral Admin User First Name) (Heartland InfoCentral Admin User Last Name)

LEGAL OR CORPORATE NAME: City of Mustang-Mustang Improvement Auth Federal Tax ID/EIN:

(Please complete — must correspond with IRS filing name) (Must correspond with legal name)

Address: 1501 North Mustang Road City: Mustang ST: OK Zip: 73064 Phone:

CORPORATE HEADQUARTERS/MANAGEMENT COMPANY NAME: Phone:

(If Management Company; please provide a copy of the Management Agreement)

Address: City: ST: Zip: Fax:

FEE SCHEDULE

Service Requested	Discount Rate	Discount Per Item	Trans Fee Dial	Trans Fee IP
VISA	0.100 %	$	$ 0.070	$ 0.070
MasterCard	0.100 %	$	$ 0.070	$ 0.070
Discover / JCB	0.100 %	$	$ 0.070	$ 0.070
PayPal	%	$	$	$
PayPal eCommerce	%	$	$	$
PIN Debit			$	$
American Express	0.100 %	$	$ 0.070	$ 0.070

Application Processing Fee (Non-Refundable): $ 0.0000

Annual Volume: $ 118596.0000 Average Ticket: $ 137.2600

High Ticket: $ High Ticket Frequency:

☒ Cost Plus

PayPal Annual Volume: $ PayPal Average Ticket: $

Customer Service Email (Required):

Plus Applicable Debit Network Fees

Annual Volume: $ 12000.0000 Average Ticket: $ 150.0000

Note: OptBlue Annual Processing Volume > $1 Million must go Direct

☐ OptBlue ☐ I opt out of receiving marketing material from American Express

American Express Merchant #: American Express Franchise Name: Franchise CAP #:

☐ **SMP** Annual VI/MC/DS MAP sales volume $50,000 or less. (If annual VI/MC/DS MAP volume exceeds $50,000 annually, 0.50% will be added to the Monthly & Per Item Fees.) HPS reserves the right to change the monthly fee if processing volume is not consistent with volume listed on this application.

☐ **ASMP – Fee:** ☐ Annual ☐ Monthly ☐ Installment Billing-Indicate Months: ☐ J ☐ F ☐ M ☐ A ☐ M ☐ J ☐ J ☐ A ☐ S ☐ O ☐ N ☐ D

Note: Interchange, DPI, Dues and Assessments and Fees will be passed through. Also, this monthly fee will be titled as "Service & Regulatory Mandate Fee" on your monthly statements.

ADDITIONAL SERVICES	Monthly Fee	Txn Fee Dial	Txn Fee IP
Gateway	$	$	$
Wireless (Per Wireless Terminal)	$		
Merchant Link ☐		$0.0595	$0.039
Petroleum/Fleet		$	$
TSYS Authorization Fee		$0.04	$0.04
EBT (PIN Debit required for EBT)		$	$

RECURRING FEES	
Minimum Discount Fee	$ 20.00
Service & Regulatory Mandate Fee	$ 33.50
Annual Fee	$ 0.00
Chargeback Fee	$ 25.00
Voice Auth Fee	$ 0.65

SETTLEMENT

☐ Daily/Split

☐ Daily/Net

☒ Monthly Disc Fee 4 bp

EBT State Required 7-Digit FNS/FCS/CA/AO#: EBT Programs: ☐ Food Stamps & Cash Benefits ☐ Food Stamps Only ☐ Cash Benefits Only

(Note: FNS/FCS are not required for Cash Benefits only Setup) State Provided Terminal: ☐ Yes ☐ No Terminal Type: Serial #:

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INTERCHANGE QUALIFICATION

☒ Interchange Plus	☐ MOTO / Internet	☐ Purchase Card Level: ☐ [2] ☐ [3]	☐ Small Ticket / M3
☐ Retail	☐ Emerging Market	☐ GSA Large Ticket	☐ DialPay / TT
☐ Restaurant	☐ Automated Fuel (AFD)	☐ Convenience	
☐ Lodging / Car Rental	☐ Service Station (NFD)	☐ Small Ticket / Convenience Purchase	

STATEMENT OPTIONS

Statement Type:	Mail Statements To:
☒ Standard	☐ Legal
☐ Non-Qual Breakout	☒ DBA
☐ By Card Type	☐ Suppressed Statements
☐ Chain Recap Summary	☐ All Electronic Communications: ☐ Same as InfoCentral ☐ Preferred Email Address

CARD ACCEPTANCE

- ☒ All Cards Accepted
- ☐ Credit/Business Cards Only
- ☐ Consumer Prepaid/Debit (Check Cards) Only

DEPOSIT METHOD

- ☒ Standard
- ☐ By Batch
- ☐ By Card Type

DISPUTE LETTERS

Mailing Options:	Electronic Options*:
☐ Legal	☐ Fax
☒ DBA	☒ Email

*Select mail option as back-up.

MERCHANT DETAIL

Type of Business (Required): ☐ Public ☒ Private

Type of Ownership: ☐ Sole Proprietorship* ☐ Partnership ☒ Corporation ☐ L.L.C.** ☐ Non-Profit ☐ Government / Municipality

*If business is owned by a Sole Proprietor is the Federal Tax ID the signers SSN: ☐ Yes ☐ No

**IRS reporting classification for LLC: ☐ Disregarded Entity (aka Single Member LLC) ☐ Corporation ☐ Partnership

Date Business Started: _____ Date Acquired by Current Owner: _____ What percentage of sales are Chargebacks: _____ %

Do you currently accept Credit Cards: ☐ Yes ☐ No Date began accepting Credit Cards: _____ What percentage of sales are Returned: _____ %

Current Processor: _____ Current MID: _____

Are you currently in contract or negotiating with a Third Party Lender: ☐ Yes ☒ No

If yes: Contract Start Date: _____ **Length of Contract Term:** _____ **Loan Balance:** _____

Do you accept credit card information via website: ☒ Yes ☐ No If so, will web-based transactions be processed through HPS: ☒ Yes ☐ No

Please provide the name of the payment processor utilized for web based transactions if not HPS: _____

Does your company provide third party services for any other company to store, process or transmit card member data: ☐ Yes ☒ No

For additional information, go to: https://www.heartlandpaymentsystems.com/resources

Are you a Payment Facilitator / Payment Service Provider: ☐ Yes ☒ No

Note: Payment Facilitator/Payment Service Provider and File Hosting/Storage are currently restricted and will require Sponsor Bank review.

Home-Based Business: ☐ Yes ☒ No Business is conducted: Consumer: _____ % Business to Business: _____ %

What Products and / or services do you provide: _____

Define your Refund Policy (Refunds made via credit card must be applied to the card used at the time of sale.): _____

How soon is the Customer's card charged: _____ Do you obtain a signature for receipt of product? ☐ Yes ☐ No

What is the verification process when selling age-restricted products (tobacco/alcohol): _____

Seasonal Merchant: ☐ Yes ☒ No If yes, indicate months open: ☐J ☐F ☐M ☐A ☐M ☐J ☐J ☐A ☐S ☐O ☐N ☐D

Sales Method	
On Premise Face to Face Sales	0 %
Off Premise Face to Face Sales	%
Mail Order Sales	0 %
Real-Time Internet Sales	%
Inbound Telephone Order Sales	100 %
Outbound Telephone Order Sales	0 %
Internet Keyed	%
Recurring Billing	0 %
	Total = 100%

Processing Method	
Card Swiped	0 %
Keyed with Imprinted Receipt	0 %
Keyed without Imprinted Receipt	100 %
	Total = 100%
MOTO Card Type	
Percent of Domestic Transactions	0 %
Percent of Foreign Transactions	0 %
	Total = 100%
Percent of Gift Card Sales	%

Future Delivery*	
2 – 5 Days	0 %
6 – 10 Days	0 %
11 – 30 Days	0 %
31 – 60 Days	0 %
61 – 90 Days	0 %
91 – 120 Days	0 %
> 120 Days	0 %
	If Applicable Total = 100%
Future Delivery Bankcard Volume Percentage:	%

*Includes advance reservations, deposits accepted for ordered merchandise shipped after payment, and services provided after payment including memberships and subscriptions. If 100% of the product and / or service are NOT delivered (not including mail time) within 24 hours of the time of sale, please indicate above.

Lodging / Resort: Select the following for all lodging merchants accepting reservations via an Internet Website:

☐ My business processes an authorization and/or charges a deposit when accepting reservations prior to the guest's arrival.

☐ My business only retains card information for use in the event of a NO SHOW; no authorization or deposit is obtained.

Travel Agencies / Travel Tour Operators (Required for American Express):

The following information is required to validate Travel Industry Bonding Organization / Authorized Airline Ticket Agent Memberships: ARC# / IATA#: _____

PCI Compliance

Is your business PCI Compliant: ☐ Yes ☒ No

Does your company utilize a Data Storage Entity or Merchant Servicer that has access to card member data (i.e., Payment gateway or data warehouse, etc.): ☐ Yes ☒ No

If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized:

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Heartland when it changes its point of sale software, system, application or vendor:
☒ Yes ☐ No ☐ N/A

Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office): ☐ Yes ☒ No ☐ N/A

Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized: ☐ Yes ☒ No ☐ N/A

The signing merchant listed below has experienced an account data compromise.*: ☐ Yes ☒ No ☐ N/A ☐ I have never accepted payment cards.

If yes, what was the date of the compromise: (Copy of the completed forensic investigation is required with the app.)

The signing merchant listed below is storing Sensitive Authentication Data** (even if encrypted) after the transaction has been authorized:
☐ Yes ☒ No ☐ N/A ☐ I have never accepted payment cards.

Merchant utilizes an EMV enabled terminal: ☐ Yes ☒ No ☐ N/A

*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.

**Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Heartlands request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you w be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Heartland immediately should the information on this Compliance Statement change.

OWNERS / OFFICERS

Is any owner, officer, director, employee, or agent a current or former senior official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? ☐ Yes ☑ No If "yes," please attach details.

☐ Owner ☒ Officer ☐ Authorized Signer ☐ *Managing Agent *Please provide copy of Management Agreement

(1) Name: Jess Schweinberg Title: C-level Executive SSN: [redacted] DOB (mm/dd/yyyy): [redacted]

Home Address: [redacted] City: Mustang ST: OK Zip: 73064

Home Phone: Cell Phone: [redacted]

Driver's License #: Length at Home Address: Business Equity Ownership: 0 %

☐ Owner ☐ Officer ☐ Authorized Signer ☐ *Managing Agent *Please provide copy of Management Agreement

(2) Name: Title: SSN: DOB (mm/dd/yyyy):

Home Address: City: ST: Zip:

Home Phone: Cell Phone:

Driver's License #: Length at Home Address: Business Equity Ownership: %

PERSONAL GUARANTY

FOR VALUE RECEIVED, and in consideration of the mutual understandings contained in the Merchant Processing Agreement (the "Agreement") Terms and Conditions by and between the Merchant submitting this Application ("Merchant") and ("Acquirer"), the undersigned jointly and severally, if more than one, unconditionally and irrevocably guarantee to Acquirer and their successors and assigns the full and prompt payment when due of all obligations of every kind and nature arising directly or indirectly out of the Agreement. The undersigned (does/do) hereby certify that (he/she/they) (has/have) read, understand(s) and agree(s) to all Merchant Processing Agreement Terms and Conditions and specifically those that relate to the personal guaranties. Merchant and the undersigned authorize Acquirer, any credit bureau or reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements, or data provided by Merchant or the undersigned for purposes of this Application.

X	05/01/2018	X	05/01/2018
(1) Personal Guarantor (signature)	Date	(2) Personal Guarantor (signature)	Date

DocuSign Envelope ID: BE23C5CF-EE75-4D67-B00E-9150803C449C

DEBIT / CREDIT AUTHORIZATION

Merchant certifies that any verification of business provided is for a business account in good standing and that the Business name on the below checking account is the same as the Business name on the enclosed Heartland Payment Systems Merchant Application. In addition, Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings account. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.

Depository Bank Name: CORNERSTONE BANK Phone: 580 623-8551 City, ST ZIP: _____

If the Merchant processes Petro transactions and deposits are made directly to a Fuel Supplier, name supply Company: _____

☐ Deposits & Fees ☐ Deposits Only – (Split*)	*Split Continued – Fees Only
[redacted]	(DDA#): (RT#):
Account Type: ☒ Checking ☐ Savings ☐ Other:	Account Type: ☐ Checking ☐ Savings ☐ Other:
Name as it appears on Bank Account:	Name as it appears on Bank Account:

AGREEMENT ACCEPTANCE, CERTIFICATION AND CONSUMER REPORT AUTHORIZATION

Have you or your company ever filed for Bankruptcy: ☒ Yes ☐ No Type: ☐ Personal ☐ Business Date Filed: _____

Do you support the Merchant Bill of Rights: ☐ Yes ☐ No Do you permit HPS to list you as a supporter: ☐ Yes ☐ No

Merchant authorizes HPS, any credit bureau or reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to this business relationship. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions, Policies, Procedures, Rules and Requirements which together with this application shall constitute the agreement(s) between the parties. **I further certify that this business or any Owner/Officer has never been terminated by any of the Card Brands.**

C-level Executive	05/01/2018
Owner / Officer / Authorized Signer / Managing Agent **Print Name & Title**	**Date**
	05/01/2018
Owner / Officer / Authorized Signer / Managing Agent **Print Name & Title**	**Date**

THE TERM OF THIS AGREEMENT IS 36 MONTHS

Note: Maximum $295 per location early account closure fee may apply; see section 11 of the Merchant Processing Agreement Terms and Conditions for more information.

HPS OFFICIAL USE ONLY

Application Approved By: _____ **Title:** _____ **Date:** ____/____/____

Created: 01/09 Revised: 03/16/17

DocuSign Envelope ID: BE23C5CF-EE75-4D67-B00E-9150803C449C

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Member Sponsor Banks:

Barclay Bank
125 South West Street
Wilmington, DE 19801
Phone #: 1 (302) 622-8990

The Bancorp Bank
409 Silverside Road, Suite 105
Wilmington, DE 19809
Phone #: 1 (302) 385-5000

Wells Fargo Bank, N.A.
1200 Montego
Walnut Creek, CA 94598
Phone #: 1 (925) 746-4167

Debit Card Sponsor:

Bay Bank, FSB
7151 Columbia Gateway Drive Suite A
Columbia, MD 21046

Changes are made periodically to the Terms and Conditions dependent on Card Association mandates. Review of current Terms & Conditions can be found by logging into the HPS InfoCentral at: https://infocentral.heartlandpaymentsystems.com

Revised: 07/08/15

DocuSign Envelope ID: BE23C5CF-EE75-4D67-B00E-9150803C449C

Member Sponsor Bank Disclosure

Heartland

Service Provider Contact Information:
Heartland Payment Systems
One Heartland Way, Jeffersonville, IN. 47130
HeartlandPaymentSystems.com
(888) 963-3600

Merchant Name: City of Mustang-Court eComm

Address: 1501 North Mustang Road

City: Mustang **ST:** OK **Zip:** 73064

Contact Name: Jess Schweinberg **Phone #:** [redacted]

IMPORTANT MERCHANT RESPONSIBILITIES

1. Merchant must ensure compliance with cardholder data security and storage requirements.
2. Merchant must maintain fraud and chargeback below thresholds.
3. Merchant must review and understand the terms of the Merchant Processing Agreement.
4. Merchant must comply with the Card Brands Operating Regulations.
5. Merchant must retain a signed copy of this Disclosure Page.

Note: The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Member Sponsor Bank (Acquirer) is the ultimate authority should the merchant have any problems.

IMPORTANT MEMBER SPONSOR BANK (ACQUIRER) RESPONSIBILITIES

1. The Member Sponsor Bank is the only entity approved to extend acceptance of Card Brand products directly to a Merchant.
2. The Member Sponsor Bank must be a principal (signer) to the Merchant Processing Agreement.
3. The Member Sponsor Bank is responsible for educating Merchants on pertinent Card Brand Operating Regulations with which Merchants must comply.
4. The Member Sponsor Bank is responsible for and must settle funds with the Merchant.
5. The Member Sponsor Bank is responsible for all funds held in reserve that are derived from settlement.

MERCHANT RESOURCES

1. You may download Visa Regulations from Visa's website at: http://usa.visa.com
2. You may download MasterCard Rules from MasterCard's website at: http://mastercard.com

Member Sponsor Bank (Acquirer) Information:*

Barclay Bank
125 South West Street
Wilmington, DE. 19801
Phone: (302) 662-8990

The Bancorp Bank
409 Silverside Road, Suite 105
Wilmington, DE. 19809
Phone: (302) 385-5000

Wells Fargo Bank, N.A
1200 Montego
Walnut Creek, CA 94598
Phone: (925) 746-4167

Debit Bank Sponsor

Bay Bank, FSB
7151 Columbia Gateway Drive
Suite A
Columbia, MD 21046

I, the undersigned hereby acknowledge and agree that Heartland Payment Systems will select one of the Member Sponsor Bank's listed above based on the following criteria; business type, POS equipment compatibility, depository institution and/or existing HPS relationship. Heartland Payment Systems will provide Merchant a written notification of the Member Sponsor Bank that is selected. By presenting any Card Brand Transaction to Heartland Payment Systems under the Merchant Processing Agreement from and after notice of the Member Sponsor Bank, you agree that the Member Sponsor Bank so selected shall be immediately a principal party (signer) to the Merchant Processing Agreement, regarding acceptance of Card Brand transactions.

Jess Schweinberg		05/01/2018
Merchant's Name Printed	**Merchant's Signature**	**Date**

Bank Use Only

Date Received	Date Installed	HPS Rep Name

Revised: 03/15/16

DocuSign Envelope ID: BE23C5CF-EE75-4D67-B00E-9150803C449C

Heartland

Terms & Conditions Acknowledgement

"Merchant" acknowledges that Heartland Payment Systems, LLC. ("Heartland or HPS") has provided it with a copy of the Card Acceptance Policies, Procedures, Terms & Conditions (the "Terms and Conditions") and the Merchant Application, which together make up the entire agreement between the parties. Merchant has read, understands, and agrees to be bound by the Terms and Conditions, as may be amended from time to time. Merchant acknowledges that the Terms and Conditions are a fundamental part of the parties' agreement without which Heartland would not be able to enter into an agreement with the Merchant. The Terms and Conditions can be reviewed at any time by visiting the Heartland InfoCentral at https://infocentral.heartlandpaymentsystems.com. In addition, Merchant can request another copy of the Terms and Conditions at any time by sending a written request for a copy to Heartland at the following address:

Heartland Payment Systems; Attn Customer Care; One Heartland Way; Jeffersonville IN 47130

	Jess Schweinberg	05 01 2018
Merchant Signature	**Printed**	**Date**
	Phillip Brent Stockwell	05 01 2018
Relationship Manager	**Printed**	**Date**

Site Inspection

I hereby verify that (check one).

☐ I have physically inspected the business premises & certify that the merchant has the proper facilities, equipment, inventory, agreements, and licenses required to conduct the business.

☐ I was not reasonably able to complete a Site Inspection of the Merchant at this Address, and the information stated below is correct to the best of my knowledge and belief. Please explain why a site inspection could not be performed.

_____

Phillip Brent Stockwell		05 01 2018
Inspected By	**Signature**	**Date**

It is required that the following questions be completed.

Is business signage present: ☐ Yes ☐ No Describe: _____

*Does business signage display a Branded Name: ☐ Yes ☐ No
*If yes, please note the Branded Name should be listed first before the DBA name on the merchant application.

Is inventory sufficient to support business: ☐ Yes ☐ No Describe: _____

Number of Terminals:_____ Locations: _____ Are card acceptance logos displayed for easy view: ☐ Yes ☐ No

Merchant utilizes a Fulfillment house to ship customer orders outside DBA location: ☐ Yes ☒ No
Site Inspected: ☐ Yes ☒ No

Location Name: _____ Phone #: _____
City:_____ ST: _____ Zip:_____

If this is an additional location to an existing HPS merchant, was a site inspection performed on any of the locations?
☐ Yes ☒ No

If this is a referral from an HPS partner, please list individual's name and business affiliation that confirms site exists.
Name:_____ Business:_____ Date:_____

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Heartland

Gateway and Internet Setup and Order Form

Merchant Information

DBA: City of Mustang-Court eComm

DBA Address: 1501 North Mustang Road

City: Mustang ST: OK Zip: 73064

Customer Service #: Secondary #:

*1 Primary Contact: Janet Watts Phone #:

*1 Primary Contact Direct Email Address:

*1 Primary Contact should be the contact listed on the application and the email address should be the direct email address of the primary contact. No webmasters or general email addresses.

Gateway Processing Information

Gateway Programming (Required): ☒ Ecommerce ☐ Retail ☐ MOTO

Note: Incorrect programming could require the purchase of a new gateway.

Purchase Level: ☐ Level 2 ☐ Level 3

Automated Recurring Billing: ☐ Yes ☐ No

Gateway Processing Information and Fee Schedule (Select the applicable Gateway)

☒ **Authorize.Net**

Select one of the following:

☒ Customer Owned
Payment Gateway ID (Required) [redacted]

☐ Purchase
(Non-Refundable Gateway License Fee Required.)

Gateway License Fee	Monthly Gateway Fee	Transaction Fee	Batch Fee
$75.00 (If Purchasing)	$15.00	$0.10	$0.25

Note: Authorize.Net bills Merchants directly for Monthly, Transaction and Batch Fees.

☐ **PayPal**

☐ Customer Owned ☐ Purchase

Gateway Type (Select One)	Gateway Setup Fee	Monthly Gateway Fee	Transaction Fee
☐ Payflow Pro	$99.00	$25.00	$0.10
☐ Payflow Link	N/A	N/A	$0.10

☐ **CyberSource**

☐ Customer Owned ☐ Purchase

Shipping Information

Ship To: ☐ DBA ☐ RM ☐ Other: (please indicate below)

Name: City of Mustang-Court eComm Phone #:

Address:

City: State: Zip:

Acknowledgement

Merchant hereby authorizes HPS or their respective successors and assigns to debit Merchant's account in any amounts owed by Merchant hereunder. Merchant shall at all times maintain a direct deposit account (the "Account" or "DDA"), and Merchant is solely liable for all fees and all overdrafts, regardless of cause. HPS shall have the unlimited right to debit without prior notice, any Account containing funds for the purpose of satisfying any liability incurred on behalf of Merchant and any amounts owed to HPS under this Agreement.

X

Owner/Officer/Authorized Signers Signature **Print Name and Title** **Date**

*Signature must be that of the Owner/Officer which signed the HPS Merchant Processing Agreement

◁ Back to atlas

APPLICATION

Heartland

Phillip Brent Stockwell
RM
(405) 476-5965

atlas Token: [redacted]

COMPANY INFORMATION

City of Mustang-Court
1501 North Mustang Road
Mustang, OK 73064

P: (405) 376-4521
F: (405) 376-7760

Primary: Jess Schweinberg [redacted]
Authorized to purchase: Yes

HIC Admin: Jess Schweinberg [redacted]

Legal:
City of Mustang-Mustang Improvement Authority

1501 North Mustang Road
Mustang, OK 73064

CREDIT CARD PRICING

$61,000.00	$137.04	Exchange	Interchange Plus	Monthly 4 bps
Annual Volume	Avg Ticket	Network	Interchange Calculation	Settlement Type

Type:	Discount Rate:	Discount Per Item:	Trans Fee Dial:	Trans Fee IP:
Visa	0.100%	-	$0.0700	$0.0700
Mastercard	0.100%	-	$0.0700	$0.0700
Discover/JCB	0.100%	-	$0.0700	$0.0700
Amex - AXP	0.100%	-	$0.0700	$0.0700

Additional AMEX Details:

Amex Annual Volume:	$2,500.00	Amex Program:	AXP
Amex Average Ticket:	$150.00	Amex Merchant Number	N/A
Opt Out of Marketing Material	No		
ARC/IATA #:	N/A		

Recurring Fee:	Fee:	Frequency:
Minimum Discount Fee:	$20.00	Monthly
Service/Mandate Fee:	$33.50	Monthly
Annual Fee	$0.00	Annually
Chargeback Fee:	$25.00	Per Occurrence
Voice Authorization Fee:	$0.65	Per Occurrence
Application Processing Fee:	$0.00	One-Time

Generated On 3/19/2018 12:5 PM GMT-7

MERCHANT DETAILS

↓ Sign Below ↓

Ownership Type:
Tax ID: [redacted]

Length in Business: 5-10 years
Number of Terminals: 1

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Services:	Municipalities	Deposit Method:	Standard
Card Acceptance:	All Cards Accepted	Dispute Letter Mailing:	DBA
Statement Type / Mailing:	Standard / DBA	Dispute Letter Electronic:	Email

Language Preference:	English
Home Based Business:	No
Data Compromise/PCI Investigation:	No
Third Party Lender Contract:	No
Data Storage Entity / Cardholder Data Access:	No
Provides Card Data Services For Companies:	No
Payment Facilitator / Service Provider:	No
Filed for Bankruptcy:	No
Site Inspected:	Yes
Business Signage Present:	Yes
Inventory Sufficient to Support Business:	Yes
Use Fulfillment House:	No
PCI Compliant:	Yes
Does the merchant understand that full PCI-DSS Compliance must be maintained at all times?	Yes
Does the merchant agree to notify Heartland immediately upon changing Point of Sale Software, Systems, Applications, or Vendors?	Yes
Does the merchant's transactions process through any other Third Parties (i.e. Web Hosting Companies, Gateways, Corporate Office)?	Yes
Does the merchant utilize the services of a PCI SS Qualified Integrator Reseller (QIR) when POS payment applications are utilized?	No
Is the signing merchant storing Sensitive Authentication Data (even if encrypted) after the transaction has been authorized?	No
Does the merchant utilize an EMV enabled terminal?	No
Is any owner, officer, director, employee or agent a current or former senior official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of government-owned enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of the foregoing officials?	No

PROCESSING DETAILS

Processing Method:		B2B:		Other:	
Card Swiped:	95%	Consumer:	100%	Signature Obtained:	All Face to Face Sales
Keyed w/o Imprint:	5%	B2B:	0%	Consumer Charged:	At Time of Purchase
Sales Method:		Future Delivery Volume:	0%	Credit Card via Website	No
Face to Face:	95%				
Inbound Telephone	5%				

OWNER / OFFICERS / CONTACTS

Name:	Address:	Contact:	Information:

https://sign.myhpy.com/document/k02i/composite/?signers[k9uf]=169186&returnUrl=https%3a%2f%2fatlas.myhpy.com%3a443%2flMO%2flMODefault%2flndex%2f27

Jess Schweinberg
C-level Executive
0% Ownership
jms@metrosigns.com
Authorized to purchase: Yes

[redacted] Mustang, OK 73064 Fax: (405) 376-7760

BANKING INFORMATION

Name: Name On Account:	Address: Phone:	Product: Transfer Method:	Routing #:	Account #: Type:
CORNERSTONE BANK	Watonga, OK 73772 580 623-8551	Card/Gift, PetroPay, e-Commerce Both	[redacted]	Checking

City of Mustang Municipal Court Fund

AGREEMENT ACCEPTANCE

PERSONAL GUARANTEE: For value received, and in consideration of the mutual understandings contained in the Merchant Processing Agreement (the "Agreement") Terms and Conditions by and between the Merchant submitting this Application ("Merchant") and ("Acquirer"), the undersigned jointly and severally, if more than one, unconditionally and irrevocably guarantee to Acquirer and their successors and assigns the full and prompt payment when due of all obligations of every kind and nature arising directly or indirectly out of the Agreement. The undersigned (does/do) hereby certify that (he/she/they) [has/have] read, understand(s) and agree(s) to all Merchant Processing Agreement Terms and Conditions and specifically those that relate to the personal guarantee. Merchant and the undersigned authorize Acquirer, any credit bureau or reporting agency employed by Acquirer or any agents thereof, to investigate the references, statements, or data provided by Merchant or the undersigned for purposes of this Application.

Jess Schweinberg Sign Here

X

{1} Personal Guarantee Signature: **Date:**

AGREEMENT ACCEPTANCE, CERTIFICATION AND CONSUMER REPORT AUTHORIZATION: Merchant authorizes HPS, any credit bureau or reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to the business relationship. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms, Policies, Procedures, Rules and Requirements together with this application shall constitute the agreement(s) between the parties. I further certify that this business or any Owner/Officer has never been terminated by any of the Card Brands.

TERMS & CONDITIONS ACKNOWLEDGEMENT: Merchant acknowledges that Heartland Payment Systems, Inc. ("Heartland") has provided it with a copy of the Card Acceptance Policies, Procedures, Terms & Conditions (the "Terms and Conditions") and the Merchant Application, which together make up the entire agreement between the parties. Merchant has read, understands, and agrees to be bound by the Terms and Conditions, as may be amended from time to time. Merchant acknowledges that the Terms and Conditions are a fundamental part of the parties' agreement without which Heartland would not be able to enter into an agreement with the Merchant. The Terms and Conditions can be reviewed at any time by visiting the Heartland InfoCentral at https://infocentral.heartlandpaymentsystems.com. In addition, Merchant can request another copy of the Terms and Conditions at any time by sending a written request for a copy to Heartland at the following address: Heartland Payment Systems; Attn: Customer Care; One Heartland Way; Jeffersonville, IN 47130.

DEBIT / CREDIT AUTHORIZATION. Merchant certifies that any starter check or verification of business provided is for a business account in good standing and that the Business name on the below checking account is the same as the Business name on the enclosed Heartland Payment Systems Merchant Application. In addition, Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings account. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.

Jess Schweinberg Sign & View T&Cs Here

X

Owner/Officer/Authorized Signer/Managing Agent Date:

Jess Schweinberg - C-level Executive

The Term of this Agreement is 36 Months

Note: Maximum $99 per location early account closure fee may apply; see section 11 of the Merchant Processing Agreement Terms and Conditions for more information.

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DISCLOSURE

Heartland

COMPANY INFORMATION

City of Mustang-Court
1501 North Mustang Road
Mustang, OK 73064

CONTACT

Jess Schweinberg

MERCHANT RESPONSIBILITIES

- Ensure compliance with cardholder data security and storage requirements
- Maintain fraud and chargeback below thresholds
- Review and understand the terms of the Merchant Processing Agreement
- Comply with the Card Brands Operating Regulations
- Retain a signed copy of this Disclosure page

MEMBER SPONSOR BANK (ACQUIRER) RESPONSIBILITIES

- Be the only entity approved to extend acceptance of Card Brand products directly to a Merchant.
- Must be a principal (signer) to the Merchant Processing Agreement.
- Be responsible for educating Merchants on pertinent Card Brand Operating Regulations with which Merchants must comply.
- Be responsible for and must settle funds with the Merchant.
- Be responsible for all funds held in reserve that are derived from settlement

Note: The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Member Sponsor Bank (Acquirer) is the ultimate authority should the merchant have any problems.

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MEMBER BANK INFORMATION

Barclay Bank
125 South West Street
Wilmington, DE 19801
Phone: (302) 622-8990

The Bancorp Bank
409 Silverside Road
Ste 105
Wilmington, DE 19809
Phone: (302) 385-5000

Wells Fargo Bank, N.A.
1200 Montego Way
Walnut Creek, CA 94598
Phone: (925) 746-4167

DEBIT BANK

Bay Bank, FSB
7151 Columbia
Gateway Drive Suite A
Columbia, MD 21046

MERCHANT RESOURCES

- You may download Visa Regulations from Visa's website at http://usa.visa.com. Rules from MasterCard's website at http://mastercard.com.

I, the undersigned hereby acknowledge and agree that Heartland Payment Systems will select one of the Member Sponsor Bank's listed above based on the following criteria; business type, POS equipment compatibility, depository institution and/or existing HPS relationship. Heartland Payment Systems will provide Merchant a written notification of the Member Sponsor Bank that is selected. By presenting any Card Brand Transaction to Heartland Payment Systems under the Merchant Processing Agreement from and after notice of the Member Sponsor Bank, you agree that the Member Sponsor Bank so selected shall be immediately a principal party (signer) to the Merchant Processing Agreement, regarding acceptance of Card Brand transactions.

sign → Jess Schweinberg Sign Here

X

Owner / Officer / Authorized Signer:
Jess Schweinberg
C-level Executive

Date:

https://sign.myhpy.com/document/k02i/composite/?signers[k9uf]=169186&returnUrl=https%3a%2f%2fatlas.myhpy.com%3a443%2flMO%2flMODefault%2flndex%2f27

◁ Back to atlas

APPLICATION

Heartland

Phillip Brent Stockwell
RM
(405) 476-5965

atlas Token [redacted]

COMPANY INFORMATION

City of Mustang-Utility
1501 N Mustang Rd
Mustang, OK 73064

P: (405) 376-4521
F: (405) 376 7760

Primary: Jess Schweinberg [redacted]
Authorized to purchase: Yes

HIC Admin: Jess Schweinberg

Legal:
City of Mustang-Mustang Improvement Authority

1501 N Mustang Rd
Mustang, OK 73064

CREDIT CARD PRICING

$2,331,073.80	$99.06	Exchange	Interchange Plus	Monthly 4 bps
Annual Volume	Avg Ticket	Network	Interchange Calculation	Settlement Type

Type:	Discount Rate:	Discount Per Item:	Trans Fee Dial:	Trans Fee IP:
Visa	0.100%	-	$0.0700	$0.0700
Mastercard	0.100%	-	$0.0700	$0.0700
Discover/JCB	0.100%	-	$0.0700	$0.0700
Amex - AXP	0.100%	-	$0.0325	$0.0225

Additional AMEX Details:

Amex Annual Volume:	$24,000.00	Amex Program:	AXP
Amex Average Ticket:	$100.00	Amex Merchant Number:	N/A
Opt Out of Marketing Material:	No		
ARC/IATA #:	N/A		

Recurring Fee:	Fee:	Frequency:
Minimum Discount Fee:	$20.00	Monthly
Service/Mandate Fee:	$33.50	Monthly
Annual Fee:	$0.00	Annually
Chargeback Fee:	$25.00	Per Occurrence
Voice Authorization Fee:	$0.65	Per Occurrence
Application Processing Fee:	$0.00	One-Time

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MERCHANT DETAILS

↓ Sign Below ↓

Ownership Type:
Tax ID: [redacted]

Length in Business: 5-10 years
Number of Terminals: 1

DocuSign Envelope ID: BE23C5CF-EE75-4D67-B00E-9150803C449C

Services:	City Government-Executive Offices	**Deposit Method:**	Standard
Card Acceptance:	All Cards Accepted	**Dispute Letter Mailing:**	DBA
Statement Type / Mailing:	Standard / DBA	**Dispute Letter Electronic:**	Email

Language Preference:	English
Home Based Business:	No
Data Compromise/PCI Investigation:	No
Third Party Lender Contract:	No
Data Storage Entity / Cardholder Data Access:	No
Provides Card Data Services For Companies:	No
Payment Facilitator / Service Provider:	No
Filed for Bankruptcy:	No
Site Inspected:	Yes
Business Signage Present:	Yes
Inventory Sufficient to Support Business:	Yes
Use Fulfillment House:	No
PCI Compliant:	Yes
Does the merchant understand that full PCI-DSS Compliance must be maintained at all times?	Yes
Does the merchant agree to notify Heartland immediately upon changing Point of Sale Software, Systems, Applications, or Vendors?	Yes
Does the merchant's transactions process through any other Third Parties (i.e. Web Hosting Companies, Gateways, Corporate Office)?	Yes
Does the merchant utilize the services of a PCI SS Qualified Integrator Reseller (QIR) when POS payment applications are utilized?	No
Is the signing merchant storing Sensitive Authentication Data (even if encrypted) after the transaction has been authorized?	No
Does the merchant utilize an EMV enabled terminal?	No
Is any owner, officer, director, employee or agent a current or former senior official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of government-owned enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of the foregoing officials?	No

PROCESSING DETAILS

Processing Method:		**B2B:**		**Other:**	
Card Swiped:	95%	Consumer:	100%	Signature Obtained:	All Face to Face Sales
Keyed w/o Imprint:	5%	B2B:	0%	Consumer Charged:	At Time of Purchase
Sales Method:		Future Delivery Volume:	0%	Credit Card via Website	No
Face to Face:	95%				
Inbound Telephone	5%				

OWNER / OFFICERS / CONTACTS

Name:	**Address:**	**Contact:**	**Information:**

https://sign.myhpy.com/document/k02m/composite/?signers[k9uj]=600669&returnUrl=https%3a%2f%2fatlas.myhpy.com%3a443%2flMO%2flMODefault%2flndex%2f2

Jess Schweinberg
C-level Executive
0% Ownership
jms@metrosigns.com
Authorized to purchase Yes

[redacted] Mustang, OK 73064 Fax (405) 376-7760

BANKING INFORMATION

Name: Name On Account:	Address: Phone:	Product: Transfer Method:	Routing #:	Account #: Type:
INTRUST BANK, NA	Wichita, KS 67202 316 383-1494	Card/Gift, PetroPay, e-Commerce Both	[redacted]	Checking
Mustang Improvement Authority				

AGREEMENT ACCEPTANCE

PERSONAL GUARANTEE: For value received, and in consideration of the mutual understandings contained in the Merchant Processing Agreement (the "Agreement") Terms and Conditions by and between the Merchant submitting this Application ("Merchant") and ("Acquirer"), the undersigned jointly and severally, if more than one, unconditionally and irrevocably guarantee to Acquirer and their successors and assigns the full and prompt payment when due of all obligations of every kind and nature arising directly or indirectly out of the Agreement. The undersigned (does/do) hereby certify that (he/she/they) (has/have) read, understand(s) and agree(s) to all Merchant Processing Agreement Terms and Conditions and specifically those that relate to the personal guarantee. Merchant and the Undersigned authorize Acquirer, any credit bureau or reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements, or data provided by Merchant or the Undersigned for purposes of this Application.

Jess Schweinberg Sign Here

X

(1) Personal Guarantee Signature: **Date:**

AGREEMENT ACCEPTANCE, CERTIFICATION AND CONSUMER REPORT AUTHORIZATION Merchant authorizes HPS, any credit bureau or reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to the business relationship. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms, Policies, Procedures, Rules and Requirements together with this application shall constitute the agreement(s) between the parties. I further certify that this business or any Owner/Officer has never been terminated by any of the Card Brands.

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Jess Schweinberg Sign & View T&Cs Here

X

Owner/Officer/Authorized Signer/Managing Agent Date:

Jess Schweinberg - C-level Executive

The Term of this Agreement is 36 Months

Note: Maximum $295 per location early account closure fee may apply; see section 11 of the Merchant Processing Agreement Terms and Conditions for more information.

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DISCLOSURE

Heartland

COMPANY INFORMATION

City of Mustang-Utility
1501 N Mustang Rd
Mustang, OK 73064

CONTACT

Jess Schweinberg

MERCHANT RESPONSIBILITIES

- Ensure compliance with cardholder data security and storage requirements
- Maintain fraud and chargeback below thresholds.
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- Be responsible for all funds held in reserve that are derived from settlement

Note: The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Member Sponsor Bank (Acquirer) is the ultimate authority should the merchant have any problems

https://sign.myhpy.com/document/k02m/composite/?signers[k9uj]=600669&returnUrl=https%3a%2f%2fatlas.myhpy.com%3a443%2flMO%2flMODefault%2flndex%2f2

MEMBER BANK INFORMATION

Barclay Bank
125 South West Street
Wilmington, DE 19801
Phone: (302) 622-8990

The Bancorp Bank
409 Silverside Road
Ste 105
Wilmington, DE 19809
Phone: (302) 385-5000

Wells Fargo Bank, N.A.
1200 Montego Way
Walnut Creek, CA 94598
Phone: (925) 746-4167

DEBIT BANK

Bay Bank, FSB
7151 Columbia
Gateway Drive Suite A
Columbia, MD 21046

MERCHANT RESOURCES

- You may download Visa Regulations from Visa's website at: http://usa.visa.com. Rules from MasterCard's website at http://mastercard.com.

I, the undersigned hereby acknowledge and agree that Heartland Payment Systems will select one of the Member Sponsor Bank's listed above based on the following criteria; business type, POS equipment compatibility, depository institution and/or existing HPS relationship. Heartland Payment Systems will provide Merchant a written notification of the Member Sponsor Bank that is selected. By presenting any Card Brand Transaction to Heartland Payment Systems under the Merchant Processing Agreement from and after notice of the Member Sponsor Bank, you agree that the Member Sponsor Bank so selected shall be immediately a principal party (signer) to the Merchant Processing Agreement, regarding acceptance of Card Brand transactions.

Jess Schweinberg Sign Here

X

Owner / Officer / Authorized Signer:
Jess Schweinberg
C-level Executive

Date:

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. J-11

2. MEETING DATE: May 1, 2018

3. TITLE: Department of Environmental Quality Permit to Construct Water Lines and Appurtenances – Hunter's Hill Addition, Phase 4.

4. COUNCIL ACTION: Acknowledgement of Receipt of DEQ Permit No. WL000009180173, to Construct Water Lines for Hunter's Hill Addition, Phase 4.

5. INITIATOR: Community Development Department

COMMENTS & FACTS: As part of the development of Hunter's Hill Addition, Phase 4, plans for water lines and appurtenances as approved by the city engineer were submitted to the Department of Environmental Quality. The plans were approved by DEQ on March 26, 2018.

The Department of Environmental Quality requests that the City Council acknowledge receipt of the Permit, which will thereby become part of the permanent public record.

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. _____

SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

March 26, 2018

Melissa A. Helsel, Director
Community Development Department
City of Mustang
1501 N. Mustang Road
Mustang, Oklahoma 73064

Re: Permit No.: WL000009180173
Hunters Hill Addition Section 4
Water Line Extension Project
PWSID No.: 2000922

Dear Ms. Helsel:

Enclosed is Permit No.: WL000009180173 for the construction of approximately 540 L. F. of six (6) inch and 1,120 L. F. of eight (8) inch water lines and appurtenances to serve the City of Mustang Hunters Hill Addition Section 4 Water Line Extension Project, Canadian County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on March 23, 2018. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Mustang, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/ag

Enclosure

c: Bruce Vande Lune, R. S., Regional Manager, DEQ
Oklahoma City DEQ Office
Russell Ketner, P. E., FSB

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SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000009180173

WATER LINES

PWSID NO.: 2000922

PERMIT TO CONSTRUCT

March 26, 2018

Pursuant to O.S. 27A 2-6-304, the City of Mustang is hereby granted this Tier I Permit to construct approximately 540 L. F. of six (6) inch and 1,120 L. F. of eight (8) inch water lines and appurtenances to serve the City of Mustang Hunters Hill Addition Section 4 Water Line Extension Project, located in part of NW-1/4, SE-1/4, Section 30,T-11-N, R-5-W, I. M., Canadian County, Oklahoma, in accordance with the plans approved on March 23, 2018.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

1) Based on review of the submitted limited hydraulic information, this water line design is deemed adequate to provide the 2015 International Fire Code (IFC), Appendix B, Table B105.1(2) minimum fire flow of 1,000-gpm for proposed residential buildings with a maximum fire surface area of 3,600-sf and building classification of Group R-3.

2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.

3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.

4) That no significant information necessary for a proper evaluation of the project has been omitted, or invalid information has been presented in applying for the permit.

5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.

6) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.

7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

707 NORTH ROBINSON, P.O. BOX 1677, OKLAHOMA CITY, OKLAHOMA 73101-1677

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PERMIT NO.: WL000009180173

WATER LINES

PWSID NO.: 2000922

PERMIT TO CONSTRUCT

8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.

9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.

10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.

11) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.

12) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.

13) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

707 NORTH ROBINSON, P.O. BOX 1677, OKLAHOMA CITY, OKLAHOMA 73101-1677

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CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. J-12

2. MEETING DATE: May 1, 2018

3. TITLE: Department of Environmental Quality Permit to Construct Sewer Lines and Appurtenances – Hunter's Hill Addition, Phase 4.

4. COUNCIL ACTION: Acknowledgement of Receipt of DEQ Permit No. SL000009180174, to Construct Sewer Line for Hunter's Hill Addition, Phase 4.

5. INITIATOR: Community Development Department

COMMENTS & FACTS: As part of the development of Hunter's Hill Addition, Phase 4, plans for sewer lines and appurtenances as approved by the city engineer were submitted to the Department of Environmental Quality. The plans were approved by DEQ on March 9, 2018.

The Department of Environmental Quality requests that the City Council acknowledge receipt of the Permit, which will thereby become part of the permanent public record.

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. _____

SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

March 09, 2018

Ms. Melissa A. Helsel, Community Development Director
City of Mustang
1501 N. Mustang Road
Mustang, Oklahoma 73064

Re: Permit No. SL000009180174
Hunters Hill Section 4
Facility No. S-23543

Dear Ms. Helsel:

Enclosed is Permit No. SL000009180174 for the construction of 1,517 linear feet of eight (8) inch PVC pipe and all other appurtenances for sewer line extension to serve the Hunters Hill Section 4, Canadian County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on March 09, 2018. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Mustang, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

Robert Walker
Construction Permit Section
Water Quality Division

RBW/TM/RC/ag

Enclosure

c: Bruce Vande Lune, Regional Manager, DEQ
OKLAHOMA CITY DEQ OFFICE
Russell Frank Ketner, P.E., Frankfurt Short Bruza

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SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000009180174

SEWER LINES

FACILITY No. S-23543

PERMIT TO CONSTRUCT

March 09, 2018

Pursuant to O.S. 27A 2-6-304, the City of Mustang is hereby granted this Tier I Permit to construct 1,517 linear feet of eight (8) inch PVC pipe and all other appurtenances for sewer line extension to serve the Hunters Hill Section 4, located in the NW/4, SE/4 of Section 30, T-11-N, R-5-W, I.M., Canadian County, Oklahoma, in accordance with the plans approved March 09, 2018.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.

2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.

3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.

4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.

5) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.

6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.

SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000009180174

SEWER LINES

FACILITY No. S-23543

PERMIT TO CONSTRUCT

7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.

8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.

10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.

11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.

12) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.

13) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).

SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000009180174

SEWER LINES

FACILITY No. S-23543

PERMIT TO CONSTRUCT

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

TM

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. J-13

2. MEETING DATE: May 1, 2018

3. TITLE: OMAG Annual Elections

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Timothy Rooney, City Manager

6. BACKGROUND: The City of Mustang is a member of the Oklahoma Municipal Assurance Group (OMAG). OMAG was formed in 1977 by cities and towns needing life and health coverage for their employees. As the members needs have changed through the years, they have added liability, workers' compensation and property coverage to their available plans. The City of Mustang utilizes OMAG as its insurer for its general liability, auto liability, public official bond (City Manager, City Clerk, and City Treasurer), and physical property. OMAG is an organization owned and governed by the member cities and towns it serves.

   Each year, OMAG conducts elections for positions on their Board of Trustees. The OMAG Board of Trustees consists of 7 members. This year, the City of Mustang is asked to elect two members to the Board of Trustees for three year terms commencing on July 1, 2018. There are a total of 9 nominees for the two available seats. The nominees are as follows:

   - Justin Battles – Assistant City Manager, City of Mustang
   - Mike Bailey – Assistant City Manager, City of Bartlesville
   - Jason Hulin, Councilman, City of Clinton
   - Russ Meacham, CFO, City of Perry
   - Kimberly Meek, City Manager City of Duncan
   - Stephen Mills, City Manager, City of Lindsay
   - Jason Orr, City Manager, City of Piedmont
   - Craig Stehenson, City Manager, City of Ponca City
   - Mark Whinnery, City Manager, City of Drumright

   Staff recommends the City of Mustang cast its two votes for Mr. Justin Battles and Mr. Jason Orr.

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: None

9. STAFF SOURCE: Timothy Rooney, City Manager

10. RESOLUTION / ORDINANCE: None

11. ATTACHMENTS: 2018 OMAG Ballot

OMAG
3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

TO: Members of the Oklahoma Municipal Assurance Group

FROM: Jon Woods, Chief Executive Officer

DATE: April 4, 2018

SUBJECT: Election of Two Trustees

Herein is the **OFFICIAL BALLOT** for the governing body of your municipality to use in electing two (2) members to the Board of Trustees of the Oklahoma Municipal Assurance Group for three-year terms commencing July 1, 2018.

Trustees whose terms expire on June 30, 2018 are:

Mr. Michael Bailey, Administrative Director/Finance Director of the City of Bartlesville
Mr. Craig Stephenson, City Manager of the City of Ponca City

PLEASE BE ADVISED THAT THE FAILURE TO PROPERLY SUBMIT THIS BALLOT WILL INVALIDATE THE BALLOT!

Your Ballot must be:

(1) Signed by the Mayor;
(2) Attested by the City Clerk; and
(3) Received by OMAG no later than May 31, 2018, by:
  (a) sending a facsimile of the ballot to OMAG at (405) 657-1401;
  (b) sending the ballot to Kelsie Willis at kwillis@omag.org; or
  (c) sending OMAG the ballot by certified mail.

BALLOT

OKLAHOMA MUNICIPAL ASSURANCE GROUP
2018 Election of Two Trustees

The biographical sketch on the next page for each nominee was written by the person(s) who made the nomination. Nominees are listed in alphabetical order. YOU MAY VOTE FOR TWO (2) NOMINEES.

____ **MIKE BAILEY, Acting City Manager/Finance Director, City of Bartlesville.**

____ **JUSTIN BATTLES, Assistant City Manager, City of Mustang.**

____ **JASON HULIN, Ward One Councilman, City of Clinton.**

____ **RUSS MEACHAM, CFO, City of Perry.**

____ **KIMBERLY MEEK, City Manager, City of Duncan.**

____ **STEPHEN MILLS, City Manager, City of Lindsay.**

____ **JASON ORR, City Manager, City of Piedmont.**

____ **CRAIG STEPHENSON, City Manager, City of Ponca City.**

____ **MARK WHINNERY, City Manager, City of Drumright.**

SIGN AND ATTEST

Ballot cast for the governing body of the municipality of _____

Signed: _____
Mayor

Attested: _____ Date: _____, 2018
Clerk

PLEASE BE ADVISED THAT THE FAILURE TO PROPERLY SUBMIT THIS BALLOT WILL INVALIDATE THE BALLOT!

Your Ballot must be received by the Oklahoma Municipal Assurance Group, 3650 S. Boulevard, Edmond, OK 73013 no later than *May 31, 2018,* by:

(1) sending a facsimile of the ballot to OMAG at (405) 657-1401;
(2) sending the ballot to Kelsie Willis at kwillis@omag.org; or
(3) sending OMAG the ballot by certified mail.

SEE REVERSE FOR BIOGRAPHICAL SKTECHES

BIOGRAPHICAL SKETCHES

____ **MIKE BAILEY, Acting City Manager/Finance Director, City of Bartlesville.** Mike is currently serving as the Acting City Manager for Bartlesville. He also serves as Bartlesville's Assistant City Manager and Finance Director. Mike is a CPA who has worked with local governments for sixteen years. Mike has served on the OMAG Board since 2007 as well as many other boards. **(The City of Bartlesville participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

____ **JUSTIN BATTLES, Assistant City Manager, City of Mustang.** Currently the Assistant City Manager for the City of Mustang, Justin has been employed with Mustang for 16 years – previously as their Parks and Recreation Director. Justin is a member of the City Manager's Association of Oklahoma and Oklahoma Recreation and Parks Society. Justin interacts with citizens regarding Tort Claims. **(The City of Mustang participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

____ **JASON HULIN, Ward One Councilman, City of Clinton.** Jason Hulin attended Southwestern Oklahoma State University and has served 28 years with the Oklahoma Department of Transportation. Currently, he is serving his fourth consecutive term as Clinton City Councilman and is a board member of the Oklahoma Municipal League and Midwestern Oklahoma Industrial Foundation. **(The City of Clinton participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

____ **RUSS MEACHAM, CFO, City of Perry.** Russ Meacham, CPA, has served as the CFO for the City of Perry since June 2008. Russ also serves as a consultant to over 40 municipalities across the state, assisting them with their financial needs. Russ's career began at Deloitte & Touche after graduation from the University of Oklahoma. **(The City of Perry participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

____ **KIMBERLY MEEK, City Manager, City of Duncan.** Kimberly Meek has worked in municipal government since 2006 for Poteau, Guymon and Duncan. Kimberly has a MBA, is a member of ICMA and is a Paul Harris Fellow Rotarian. She served on the ODEQ Wastewater Reuse Committee, serves on the ASPA Oklahoma Membership Committee and the CMAO Manager-in **(The City of Duncan participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

____ **STEPHEN MILLS, City Manager, City of Lindsay.** Stephen is currently the City Manager for City of Lindsay. Stephen, a retired army officer, has a degree in Public Administration and serves on several local boards related to city government, is a national speaker for law enforcement and has been called upon to speak on government policy in Washington D.C. **(The City of Lindsay participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan and the Workers' Compensation Plan.)**

____ **JASON ORR, City Manager, City of Piedmont.** Jason currently serves as the City Manager in Piedmont and has a total of eight years of municipal government experience in Oklahoma. Jason earned a degree in Public Administration from OU and is pursuing a Masters in Community and Economic Development from Penn State University. **(The City of Piedmont participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

____ **CRAIG STEPHENSON, City Manager, City of Ponca City.** Craig is a current incumbent and serves as Chair on the OMAG Board. He has over 30 years municipal government experience serving communities as Assistant City Manager and City Manager. Craig holds Bachelor's and Master's degrees and has earned the ICMA Credentialed Manager designation. He is CMAO Past President. **(The City of Ponca City participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

____ **MARK WHINNERY, City Manager, City of Drumright.** Mark Whinnery became Drumright's City Manager in 2012. He's a retired Air Force Colonel with 25 years of service. Mark has a bachelor's in Communication, a master's in Human Resources, and a Master's of Military Operational Art and Science. Mark was also an Air Force Fellow at the Rand Corporation. **(The City of Drumright participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. K-2a

2. MEETING DATE: May 1, 2018

3. TITLE: 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.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Timothy Rooney, City Manager

6. BACKGROUND: Yearly appointments are made to the ACOG Board and Committees after the Municipal Election. Former Mayor Adams served as the appointed member of the ACOG Board of Directors and all sub-committees during the last year. Vice Mayor Brian Grider served as the alternate.

   Appointments are for the following Boards and Committees:

   - ACOG Board of Directors – Need One Councilmember and One Councilmember Alternate
   - Intermodal Transportation Policy Committee (ITPC) – Need One Councilmember and One Alternate
   - Garber Wellington Policy Committee (GWPC) – Need One Councilmember and One Alternate
   - 911 Association Board of Directors – Need One Councilmember and One Alternate

   These meetings are held in the ACOG Board Room on the last Thursday (usually) of each month. The 911 Board of Directors is at 1:00 PM; the ITPC at 1:20 PM; the ACOG Board of Directors at 1:45 PM; and the GWPC at 2:30 PM. Vice Mayor Grider has expressed interest to serve as the appointed member/

   Appointments are also necessary for the OEMA Board of Trustees. Councilor Hagan has served as the Appointee to this Board over the last year with Councilor Jones serving as the Alternate. Both Councilor Hagan and Councilor Jones have expressed interest in continuing to serve as the appointed member and alternate.

   There is also the need to appoint one City Councilor to serve on the Traffic Commission. Councilman Leete served on this committee during the last year. This committee does not meet often. Councilman Leete has expressed a continued desire to serve on the Commission but is amiable to someone replacing him.

   Finally, there is a need to appoint a representative to COWRA. Former Mayor Adams has served on this committee for several years and has expressed an interest to

continue to represent the City of Mustang on this committee should the City Council be in agreement. Staff typically serves as the alternate for this group.

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: Staff recommends the following:
   - City Council appoint Vice Mayor Grider as the appointed member of the ACOG Board of Directors and all sub-committees for the upcoming year with Councilor to be named as the alternate.
   - City Council appoint Councilor Hagan as the appointee to the OEMA Board with Councilor Jones serving as the alternate.
   - City Council appoint Councilor Leete (or another Councilor) as the appointee to the Traffic Commission.
   - City Council appoint former Mayor Jay Adams as the appointee to the COWRA Board.

9. STAFF SOURCE: Timothy Rooney, City Manager

10. RESOLUTION / ORDINANCE: None

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. L-1

2. MEETING DATE: MAY 1, 2018

3. TITLE: Renewal of Conditional Use Permit Application CUP-3-19-15-1-27, Saleh M. Al-Zubi, 201 N. Pine Terrace, Mini-Storage.

4. COUNCIL ACTION: Public Hearing, Discussion, and Possible Action Regarding Conditional Use Permit Renewal.

5. INITIATOR: Community Development Department

6. BACKGROUND RECOMMENDATION:

Project Description: The applicant received a conditional use permit for a mini-storage for this property in May of 2015. Mini storage is a use on review in C-3 zoning districts. This parcel is located at 201 N Pine Terrace, just north of Bronco 66 Service Station and contains approximately 2.72 acres.

The parcel obtains access from N. Pine Terrace.

The developer has recently completed the construction of this project. They have installed a 6-foot masonry fence along all property lines that abut residentially-zoned districts. They have installed all drainage infrastructure and have widened N Pine Terrace up to their entrance. The facility is being used for inside storage only. Therefore, they have met the requirements of the initial conditional use permit.

Character of Neighborhood: The general character of the area is low density residential and commercial. This is a lot that is right between high intensity commercial and low density residential development.

Zoning and Uses of Property Nearby: The property to the north, west and east is zoned R-E, to the south is C-4.

Conformance with Long-Range Plan: The long-range plan calls for low density residential development in this area, so the request did not conform to the comprehensive plan.

Professional Staff Recommendation: Staff recommends approval of the renewal of this conditional use permit. The following conditions have been met:

1) Facility May Be Used for Inside Storage Only
2) 6-Foot Masonry Fence Must Surround the Business
3) Property Owner Must Maintain Paving Width of 25 Feet on N. Pine Terrace up to Entrance to Mini-Storage Facility.

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7. FINANCIAL IMPACT: None

8. STAFF SOURCE: Melissa Helsel, Community Development Director

9. CITY ATTORNEY'S COMMENTS:

10. RESOLUTION/ORDINANCE NO. _____

MOTION was made by **Councilwoman Staples**, seconded by **Councilman Schweinberg,** to Approve **Ordinance No. 1125**, Amending the Zoning Ordinance of the City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from "R-E" Rural Estates District to "C-3" Commercial General District and, Declaring Repealer, Providing for Severability;

AYE: Taylor, Staples, Bowers, Jones, Hagan, Schweinberg
NAY: None

MOTION was made by **Councilman Schweinberg,** seconded by **Councilwoman Hagan** to Declare an Emergency.

AYE: Taylor, Staples, Bowers, Jones, Hagan, Schweinberg
NAY: None

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

Community Development Director Helsel stated this property is the same property as discussed in Item H-2 stating the applicant is requesting a Conditional Use Permit (CUP) for mini-storage for this property. She stated a minimum six foot masonry fence is required for all property lines that abut residentially zoned districts stating the applicant plans to fence the property on all sides. She stated the mini-storage would be self serve with no on-site management.

Helsel stated the Planning Commission approved the CUP 6:0 in their April 14th meeting. She stated Staff is requesting a restriction be placed on the CUP allowing only inside storage – no outside storage, and Staff is recommending approval of the CUP with this restriction.

Vice Mayor Taylor opened the matter for Public Hearing.

Mr. Ashton Allen, 301 N. Pine Terrace, addressed the Council stating they have to use this road as access to their property and traffic there is already terrible and asked if the road would be widened. He also stated a six foot fence would not be tall enough as he would still be able to see over it from his property and would be an eye sore.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilman Jones**, to close the Public Hearing.

AYE: Taylor, Staples, Bowers, Jones, Hagan, Schweinberg
NAY: None

Helsel stated the widening of the road had not been discussed; however, typically in a commercial development, street improvements would be required if traffic warrants it. She stated the fence required by code is six foot; however, a restriction could be placed requiring an eight foot fence on the North side, or on all sides.

Discussion was held concerning the number of houses on this street with it being stated only one house was located on N. Pine Terrace as well as a few houses located on Richard Terrace, stating only the house on N. Pine Terrace takes this entrance to get to their property.

Other discussion included whether or not fence height requirements or road widening could be required at a later date and if there was enough property to widen the road if it was felt that it was necessary. **Helsel** stated any requirements needed to be stated now through restrictions and would have to research the easement to determine if there was enough property to widen the road.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilwoman Staples,** to Table the Conditional Use Permit Application CUP-3-19-15-1-27, Saleh M. Al-Zubi, 201 N. Pine Terrace, Mini-Storage.

AYE: Taylor, Staples, Bowers, Jones, Hagan, Schweinberg
NAY: None

*4. **Discussion, Consideration and Possible Action** regarding Amending a Permanent Easement granted by Covenant Development Corporation to the City of Mustang for Placement of a Water Line located in the Northeast Quarter (NE/4) of Section 17, Township 10 North, Range 3 West, Cleveland County, Oklahoma, I.M.

City Attorney Miller stated the City was approached by the owner of property located at SW 119th and Western where the City has easements on a piece of property since 1981. The current owner of the property, Westmoore Community Church, is interested in selling a portion of the property and has asked the City to relocate the easement.


RED ROOF
STORAGE
405-256-6150
Climate Control
OPEN

Climate Control

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. L-2

2. MEETING DATE: May 1, 2018

3. TITLE: Agreement Between The Oklahoma Turnpike Authority, The City of Oklahoma City, and The City of Mustang

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Timothy Rooney, City Manager

6. BACKGROUND: The Oklahoma Turnpike Authority, The City of Oklahoma City, and The City of Mustang have been involved in the process of developing an agreement between the here governmental entities for the purpose of defining and outlining responsibilities as they relate to the Sara Road Widening Project from Hwy 152 north to the intersection of the proposed Turnpike Extension.

   The final version of the agreement, attached for your information and review, defines the construction standards to be utilized for the project, the plan approval process, utility relocation costs, bidding responsibilities and requirements, the total cost amounts for each entity, payment timelines and associated specifications, and project inspections and acceptance.

   The total cost for the City of Mustang per the agreement is $ 4,261,836 which includes utility relocation, design, construction, inspection, and right-of-way acquisition. The City of Oklahoma City and The Oklahoma Turnpike Authority are also in the process of approving this agreement.

   Currently the design for the project is at 50%. A meeting to review the 50% design drawing is scheduled for Tuesday, June 5, 2018.

7. FINANCIAL IMPACT: Funding for this project was provided by the Sales Tax Extension approved by voters on August 23, 2016.

8. STAFF COMMENTS: None

9. STAFF SOURCE: Timothy Rooney, City Manager

10. RESOLUTION / ORDINANCE: None

11. ATTACHMENTS: Agreement between The Oklahoma Turnpike Authority, The City of Oklahoma City, and The City of Mustang.

AGREEMENT
BETWEEN
THE OKLAHOMA TURNPIKE AUTHORITY
AND
THE CITY OF OKLAHOMA CITY
AND
THE CITY OF MUSTANG
FOR
SARA ROAD WIDENING PROJECT

This Agreement ("Agreement") is entered into by and between the Oklahoma Turnpike Authority (hereinafter referred to as "AUTHORITY") and the City of Oklahoma City (hereinafter referred to as "OKC") and the City of Mustang (hereinafter referred to as "COM") for the following intents and purposes.

WHEREAS, the AUTHORITY, OKC and COM perform a variety of similar services and functions in the performance of their respective highway and turnpike construction and maintenance responsibilities; and

WHEREAS, coordinated planning and development of the transportation infrastructure of the State of Oklahoma provides increased efficiency and improved integration of the turnpike and public highway facilities of the AUTHORITY, OKC and COM; and

WHEREAS, there is a need to provide transportation infrastructure improvements to expand the capacity of Sara Road for approximately 3 miles from SH-152 to SW 29th Street, in order to improve the connectivity of the John Kilpatrick Turnpike Southwest Loop extension to the surrounding state highway system; and

WHEREAS, the AUTHORITY, OKC and COM strive to work together to minimize the duplication of efforts, resources, facilities and equipment, and to provide safe, efficient and economical transportation for the citizens and the visitors of the State of Oklahoma and that from time to time, involve projects that mutually benefit all entities.

NOW, THEREFORE, it is the intent of the AUTHORITY, OKC and COM to jointly participate in the Sara Road Widening in Canadian County as more particularly described on Attachment "A" which is attached hereto and incorporated herein by reference (hereinafter referred to as "PROJECT").

SECTION 1 PROJECT PARTICIPATION REQUIREMENTS

In consideration of the foregoing and of the mutual covenants and agreements of the parties herein contained, the AUTHORITY, OKC and COM agree to jointly participate in the PROJECT as follows:

1. The AUTHORITY shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for the PROJECT. The PS&E shall be developed in accordance with the City of Oklahoma City Standard Specifications for the Construction of

Public Improvements. All Plans are subject to the approval of the AUTHORITY, OKC and COM. Copies of documents supporting consultant selections for design, inspection and testing shall be provided by the AUTHORITY to OKC and COM. Professional engineering service fees will be reimbursed to the AUTHORITY by OKC and COM as shown in **Table A** below.

2. The OKC and COM shall be responsible for conducting PROJECT necessary surveys, environmental clearances and all right of way acquisition, by each within their respective limits, in a timely manner that corresponds with the PROJECT schedule. OKC and COM shall be responsible for the cost of Utility Relocations according to **Table B** below.

3. The AUTHORITY shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award the contract for construction of the PROJECT in accordance with existing procedures and applicable Oklahoma laws, rules and regulations. A copy of the executed construction contract will be provided to OKC and COM by the AUTHORITY.

4. The AUTHORITY shall notify the OKC and COM of the bid opening date, pre-bid date and pre-work conference in writing.

5. The AUTHORITY shall administer and inspect all work performed by the contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the PROJECT is accomplished in accordance with the approved PS&E.

6. The OKC and COM shall pay to the AUTHORITY their respective total funding share, as indicated in the **Table A** below, within seven (7) days following the Construction Contract award for the PROJECT. Funding responsibilities are estimated as:

TABLE A

	COM	OKC	AUTHORITY
	SH 152 to SW 59th (1 mile) See Exhibit A	SW 59th to SW 29th (2 miles) See Exhibit A	
Public Utility Relocation (To be constructed with the Roadway Construction – Water/San. Sewer)	$ 929,400	$ 157,200	0
Design	$ 399,211	$ 662,222	0
Roadway Construction	$ 1,945,000	$ 5,120,000	$ 7,065,000
Inspection	$ 48,625	$ 128,000	$ 176,625
FUNDING SHARE TO BE PAID TO THE AUTHORITY to be used for design construction, and inspection costs	$ 3,322,236	$ 6,067,422	$7,241,625

TABLE B

	COM	OKC	AUTHORITY
Right of way acquisition	$ 150,000	$ 375,000	0
Private Utility Relocation (OG&E, ONG, ATT, and other privately owned utilities)	$789,600	$1,804,800	0
Total	$939,600	$2,179,800	0

SUMMARY OF PROJECT PARTICIPATION

	COM	OKC	AUTHORITY
Table A Participation	$ 3,322,236	$ 6,067,422	$7,241,625
Table B Participation	$939,600	$2,179,800	0
TOTAL PROJECT PARTICIPATION	**$4,261,836**	**$8,247,222**	**$7,241,625**

7. It is understood by the parties that the construction contract award amount may be subject to adjustment during the construction of the PROJECT due to approved contract change orders, supplemental agreements and changes in site conditions warranting such adjustments. The changes to contract will be subject to approval by the AUTHORITY and cost differentials shall be amended on a pro-rata basis according to the funding responsibility in the Summary of Project Participation Table – Total Project Participation line above.

8. After completion of all work, OKC and COM shall be afforded an opportunity to perform a final inspection prior to the final accounting and audit of the PROJECT. Thereafter, it is agreed that any costs that need to be refunded to or reimbursed from OKC or COM shall be processed within 30 days of the final audit. Final accounting and final audit of the Project costs shall be completed by the AUTHORITY within thirty (30) calendar days of final inspection (above) or terminated as authorized in Section 2 (below).

9. Upon completion of work and final acceptance by the AUTHORITY, OKC and COM, the completed improvements will be owned and all maintenance responsibilities will be with each respective city within their city limits.

SECTION 2 TIME PERFORMANCE

This Agreement shall be effective upon provision of a completely executed copy to each of the parties and shall remain in full force and effect until terminated by AUTHORITY or OKC or COM, provided this Agreement may not be terminated once the PROJECT construction contract is awarded by the AUTHORITY. Upon within thirty (30) calendar days of termination, AUTHORITY will return all funds to OKC and COM tendered hereunder.

SECTION 3 DISPUTE RESOLUTION

The parties have entered into this Agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolution of any dispute and, if such efforts are unsuccessful, to retain neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of the contract shall be Oklahoma County, State of Oklahoma. Each party shall bear any costs and attorney fees incurred by that party in any litigation.

SECTION 4 PRIOR UNDERSTANDINGS

This Agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions regarding this matter, and constitutes the full complete understanding and contractual relationship of the parties.

SECTION 5 AMENDMENTS OR MODIFICATIONS OF AGREEMENT

No changes, revisions, amendments or alterations in the manner, scope, or type of work or compensation to be paid under this Agreement shall be effective unless reduced to writing and executed by the parties with same formalities as are observed in the execution of this Agreement.

SECTION 6 GOVERNING LAWS

This Agreement shall be governed and constructed in accordance with the laws of the State of Oklahoma.

SECTION 7 HEADINGS

Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this Agreement for any purpose.

SECTION 8 BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the AUTHORITY and OKC and COM and shall be binding upon their successors and assigns subject to the limitations of laws of the State of Oklahoma.

SECTION 9 SEVERABILITY

If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs and any documents incorporated by reference are declared severable.

SECTION 10 LIMITATION OF LIABILITY

No party to this Agreement shall be liable for the acts or omissions of the party for the failure to inspect or supervise the performance of the other party. Each party shall be responsible for the acts of this own employees. Notwithstanding anything herein to the contrary, neither AUTHORITY nor OKC nor COM waive any rights or privileges in its favor under the laws of Oklahoma and the Government Tort Claims Act.

IN WITNESS WHEREOF, the following have set their hand this _____ day of _____, 2018.

APPROVED FOR THE CITY OF OKLAHOMA CITY:

ATTEST:

_____

City Clerk Date

_____

Mayor Date

REVIEWED for form and legality

_____

Assistant Municipal Counselor

APPROVED FOR THE CITY OF MUSTANG:

City Manager Date

Mayor Date

ATTEST:

City Clerk Date

APPROVED FOR THE AUTHORITY:

_____

Assistant Director Date
Maintenance, Engineering & Construction

_____

Executive Director Date

Reviewed and Approved as to Form and Legality:

_____

General Counsel Date

CITY OF MUSTANG

AGENDA COMMENTARY

1. ITEM: L-3

2. MEETING DATE: May 1, 2018

3. TITLE: Acceptance of bids and awarding lowest qualified bidder bid 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 received and are listed below.

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: None/ Contract approval

8. STAFF'S COMMENTS: Staff recommends accepting all qualified bids and awarding to the lowest qualified bidder. Staff recommends awarding base bid and all three alternates. A recommendation letter from Cowan Group Engineering has been included.

9. STAFF SOURCE: Justin Battles, Assistant City Manager

COWAN GROUP ENGINEERING
www.cowangroup.co

April 26, 2018

Tim Rooney, City Manager
Mustang Improvement Authority
1501 N. Mustang Road
Mustang, OK 73064

Reference: Mustang WWTP Improvements Phase II C/D
Engineer's Recommendation for Award
Bid Number: MUS-ST17-001

Dear Mr. Rooney:

Pursuant to the bid opening held on April 24, 2018, attached please find the bid tabulation for the subject project. The bid consisted of four (4) responsive bidders. The bids were determined to be complete.

The apparent low bidder for the subject project is Wynn Construction Company, Inc. with the following Base bid amount:

Base Bid	$ 4,061,480.00

Three additive alternates were included in the bid schedule for water reuse facilities, a sludge hauler dumping station, and a reuse tanker filling station. The amount of the additive alternate bid amounts were as follows:

Additive Alternate One – Reuse Treatment Facility	$ 868,389.00
Additive Alternate Two – Sludge Dumping Station	$ 33,738.00
Additive Alternate Three – Tanker Filling Station	$ 31,709.00

Pursuant to the review of the bid package, bonds, and bid tabulation, the low bid is accurate and complete.

After careful review and consideration, Cowan Group Engineering recommends Mustang Improvement Authority award the subject contract to the low bidder, Wynn Construction Company, Inc. at the total bid price (including all three alternates) of $4,995,316.00.

Should you have any questions, please contact the undersigned at 405.463.3369.

Sincerely,

COWAN GROUP ENGINEERING, LLC

Michael Taylor

Michael Taylor, P.E.
Project Manager

COWAN GROUP ENGINEERING, LLC
7100 N. CLASSEN BLVD., SUITE 500
OKLAHOMA CITY, OK 73116
405.463.3369 O
405.463.3361 F

Mustang Improvement Authority

Mustang WWTP Improvements Phase II C/D

BID NO. MUS-ST17-001

DATE April 24, 2018

I do solemnly swear that the below amount is correct, reasonable and just.

Michael Taylor, P.E.

LICENSED PROFESSIONAL ENGINEER — MICHAEL TAYLOR — 4/24/18 — 27655 — OKLAHOMA

BASE BID

ITEM NUMBER	DESCRIPTION	QTY	UNIT	WYNN CONSTRUCTION CO.		BRB CONTRACTORS, INC.		WALTERS-MORGAN CONSTRUCTION, INC.		CROSSLAND HEAVY CONTRACTORS	
BID: MUS-ST17-001											
1	MOBILIZATION	1	LS	$ 65,000.00	$ 65,000.00	$ 233,000.00	$ 233,000.00	$ 253,000.00	$ 253,000.00	$ 260,000.00	$ 260,000.00
2	EXCAVATION/CLEARING AND GRUBBING	1	LS	$ 70,000.00	$ 70,000.00	$ 63,000.00	$ 63,000.00	$ 326,000.00	$ 326,000.00	$ 650,000.00	$ 650,000.00
3	DEMOLITION	1	LS	$ 65,000.00	$ 65,000.00	$ 17,000.00	$ 17,000.00	$ 18,000.00	$ 18,000.00	$ 17,000.00	$ 17,000.00
4	GRIT PUMPS AND PIPING MODIFICATIONS	1	LS	$ 102,454.00	$ 102,454.00	$ 93,000.00	$ 93,000.00	$ 93,000.00	$ 93,000.00	$ 88,000.00	$ 88,000.00
5	MODIFIED EXTENDED AIR BASINS (SBR CONVERSION)	2	EA	$ 176,974.00	$ 353,948.00	$ 172,000.00	$ 344,000.00	$ 183,000.00	$ 366,000.00	$ 165,000.00	$ 330,000.00
6	SPLITTER	1	LS	$ 60,739.00	$ 60,739.00	$ 72,000.00	$ 72,000.00	$ 61,000.00	$ 61,000.00	$ 60,000.00	$ 60,000.00
7	CLARIFIERS (TWO)	2	EA	$ 663,729.00	$ 1,327,458.00	$ 730,000.00	$ 1,460,000.00	$ 623,000.00	$ 1,246,000.00	$ 670,000.00	$ 1,340,000.00
8	CLARIFIER COVERS	2	EA	$ 51,111.00	$ 102,222.00	$ 44,000.00	$ 88,000.00	$ 38,000.00	$ 76,000.00	$ 47,500.00	$ 95,000.00
9	SCUM PUMP STATION	1	LS	$ 127,519.00	$ 127,519.00	$ 72,000.00	$ 72,000.00	$ 58,500.00	$ 58,500.00	$ 45,000.00	$ 45,000.00
10	RAS/WAS PUMP STATION	1	LS	$ 500,000.00	$ 500,000.00	$ 450,000.00	$ 450,000.00	$ 412,000.00	$ 412,000.00	$ 415,000.00	$ 415,000.00
11	DISINFECTION BASIN	1	LS	$ 290,399.00	$ 290,399.00	$ 295,000.00	$ 295,000.00	$ 235,000.00	$ 235,000.00	$ 260,000.00	$ 260,000.00
12	SODIUM HYPOCHLORITE AND SODIUM METABISULFITE	1	LS	$ 153,716.00	$ 153,716.00	$ 160,000.00	$ 160,000.00	$ 145,000.00	$ 145,000.00	$ 150,000.00	$ 150,000.00
13	CONTROL SYSTEM (SCADA) UPGRADES	1	LS	$ 363,415.00	$ 363,415.00	$ 380,000.00	$ 380,000.00	$ 354,000.00	$ 354,000.00	$ 340,000.00	$ 340,000.00
14	DE PUMP AND BLOWER MODIFICATIONS	1	LS	$ 107,794.00	$ 107,794.00	$ 100,000.00	$ 100,000.00	$ 84,000.00	$ 84,000.00	$ 80,000.00	$ 80,000.00
15	3" PVC PIPE	192	LF	$ 34.00	$ 6,528.00	$ 34.00	$ 6,528.00	$ 31.00	$ 5,952.00	$ 48.00	$ 9,216.00
16	6" DI PIPE	349	LF	$ 59.00	$ 20,591.00	$ 54.00	$ 18,846.00	$ 65.00	$ 22,685.00	$ 66.00	$ 23,034.00
18	12" DI PIPE	440	LF	$ 167.00	$ 73,480.00	$ 140.00	$ 61,600.00	$ 127.00	$ 55,880.00	$ 132.00	$ 58,080.00
18	16" DI PIPE	143	LF	$ 400.00	$ 57,200.00	$ 265.00	$ 40,755.00	$ 251.00	$ 35,893.00	$ 247.00	$ 35,321.00
20	24" DI PIPE	364	LF	$ 483.00	$ 175,812.00	$ 410.00	$ 149,240.00	$ 429.00	$ 156,156.00	$ 386.00	$ 140,504.00
21	CHAIN LINK FENCE	380	LF	$ 37.00	$ 14,060.00	$ 30.00	$ 11,400.00	$ 29.00	$ 11,020.00	$ 31.00	$ 11,780.00
22	GRAVEL DRIVE	475	SY	$ 37.00	$ 17,575.00	$ 19.00	$ 9,025.00	$ 33.00	$ 15,675.00	$ 18.00	$ 8,550.00
23	EROSION CONTROL	1	LS	$ 6,570.00	$ 6,570.00	$ 14,806.00	$ 14,806.00	$ 33,000.00	$ 33,000.00	$ 43,000.00	$ 43,000.00
	BASE BID TOTAL				$ 4,061,480.00		$ 4,139,000.00		$ 4,063,761.00		$ 4,459,485.00

ADD ALTERNATE ONE-REUSE

ITEM NUMBER	DESCRIPTION	QTY	UNIT	WYNN CONSTRUCTION CO.		BRB CONTRACTORS, INC.		WALTERS-MORGAN CONSTRUCTION, INC.		CROSSLAND HEAVY CONTRACTORS	
BID: MUS-ST17-001											
1	REUSE BASIN, FILTER AND TRANSFER PUMPS	1	LS	$ 500,200.00	$ 500,200.00	$ 387,000.00	$ 387,000.00	$ 486,700.00	$ 486,700.00	$ 435,000.00	$ 435,000.00
2	REUSE TANK	1	LS	$ 152,925.00	$ 152,925.00	$ 155,400.00	$ 155,400.00	$ 193,000.00	$ 193,000.00	$ 160,000.00	$ 160,000.00
3	REUSE PUMP STATION	1	LS	$ 78,181.00	$ 78,181.00	$ 98,100.00	$ 98,100.00	$ 62,000.00	$ 62,000.00	$ 85,000.00	$ 85,000.00
4	LINE 18 (6" PURPLE PVC)	1391	LF	$ 30.00	$ 41,730.00	$ 39.50	$ 54,944.50	$ 42.00	$ 58,422.00	$ 30.00	$ 41,730.00
5	LINE 19 (3" PURPLE PVC)	558	LF	$ 24.00	$ 13,392.00	$ 21.00	$ 11,718.00	$ 48.00	$ 26,784.00	$ 24.00	$ 13,392.00
6	LINE 20 (3" PURPLE PVC)	537	LF	$ 30.00	$ 16,110.00	$ 48.00	$ 25,776.00	$ 64.00	$ 34,368.00	$ 33.00	$ 17,721.00
7	LINE 21 (3" PURPLE PVC)	353	LF	$ 31.00	$ 10,943.00	$ 30.75	$ 10,854.75	$ 47.00	$ 16,591.00	$ 44.00	$ 15,532.00
8	PURPLE RECLAIMED WATER SPRINKLER HEADS	742	EA	$ 74.00	$ 54,908.00	$ 53.10	$ 39,400.20	$ 58.00	$ 43,036.00	$ 28.00	$ 20,776.00
	BASE BID TOTAL				$ 868,389.00		$ 783,193.45		$ 920,901.00		$ 789,151.00

ADD ALTERNATE TWO

ITEM NUMBER	DESCRIPTION	QTY	UNIT	WYNN CONSTRUCTION CO.		BRB CONTRACTORS, INC.		WALTERS-MORGAN CONSTRUCTION, INC.		CROSSLAND HEAVY CONTRACTORS	
BID: MUS-ST17-001											
1	SLUDGE ACCEPTANCE STATION	1	LS	$ 33,738.00	$ 33,738.00	$ 59,500.00	$ 59,500.00	$ 49,800.00	$ 49,800.00	$ 28,000.00	$ 28,000.00
	BASE BID TOTAL				$ 33,738.00		$ 59,500.00		$ 49,800.00		$ 28,000.00

ADD ALTERNATE THREE

ITEM NUMBER	DESCRIPTION	QTY	UNIT	WYNN CONSTRUCTION CO.		BRB CONTRACTORS, INC.		WALTERS-MORGAN CONSTRUCTION, INC.		CROSSLAND HEAVY CONTRACTORS	
BID: MUS-ST17-001											
1	TANKER FILLING STATION	1	LS	$ 31,709.00	$ 31,709.00	$ 17,600.00	$ 17,600.00	$ 27,400.00	$ 27,400.00	$ 6,900.00	$ 6,900.00
	BASE BID TOTAL				$ 31,709.00		$ 17,600.00		$ 27,400.00		$ 6,900.00
	GRAND TOTAL (BASE BID + ALL ALTERNATES)				$ 4,995,316.00		$4,999,293.45		$5,061,862.00		$5,283,536.00

Low Bidder

ORIGINAL

BID PROPOSAL FORM

MUSTANG IMPROVEMENT AUTHORITY
BID NOTICE: **MUS-ST17-001**

THE UNDERSIGNED BIDDER, having examined the plans, specifications, the locations, arrangements, and conditions of roads, street, utilities and other facilities or appurtenances which affect or may be affected by the proposed work, the actual sites of the proposed improvements and being acquainted with and fully understanding: (1) the extent and character of the work covered by this proposal; (2) the locations and specified requirements of and for the proposed improvements and other items of work appurtenant thereto; and (3) the normal existing and probable construction difficulties, hazards or all other factors or conditions which may or may not be apparent, which may affect or be affected by the specified work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor; and to construct, erect, equip, and complete all work stipulated in, required by, and in accordance with the contract documents hereto attached and the specifications referred to therein (as altered, changed, or modified by any and all addenda thereto), for and in connection with the Contract for which this proposal is herein submitted for and in consideration of the prices set out herein.

The undersigned bidder hereby agrees to furnish the required Performance Bond, Statutory Bond, Maintenance Bond, and evidence of insurance and to enter into a contract within fifteen (15) days after the acceptance of this proposal, and further agrees to complete the work in **365** days (stipulated in the Contract Agreement) from the date of the issuance by the Engineer of a Work Order authorizing commencement of work.

Attached hereto is a Certified Check, Cashier's Check or Bidder's Surety Bond in the amount of: 5% Total Bid DOLLARS $ 5% total Bid which the undersigned agrees is to be forfeited to and become the property of the Mustang Improvement Authority, as liquidated damages, should this proposal be accepted and the Contract be awarded to him, he fails to enter into a Contract in the form prescribed and to furnish the required bonds and evidence of insurance within fifteen (15) days as above stipulated, but otherwise the proposal guarantee shall be returned to the undersigned upon the signing of the Contract and delivery of the approved bonds and evidence of insurance to the Mustang Improvement Authority.

DATED this 24 day of April 20 18.

Signature: Rick Thompson

Name and Title: Rick Thompson - President

Company: Wynn Construction Co., Inc. Circle One: (Corporation) Partnership Individual

Address: 11901 North Eastern Ave. OKC , OK 73131

Phone: 405-753-1120 Fax: 405-753-1159

E-mail Address: bid@wynnconstruction.com

Federal Tax I.D. 73-0677400

Attest: Tyler Bahner

Secretary - Tyler Bahner

Corporate Seal (if applicable)

WYNN CONSTRUCTION CO., INC. CORPORATE SEAL OKLAHOMA

MUSTANG WWTP IMPROVEMENTS PHASE IIC & IID

BID NOTICE: **MUS-ST17-001**

BASE BID (ADDENDUM #1)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
1.	MOBILIZATION	1	LS	65,000	65,000
2.	EXCAVATION/ CLEARING AND GRUBBING	1	LS	70,000	70,000
3.	DEMOLITION	1	LS	65,000	65,000
4.	GRIT PUMPS AND PIPING MODIFICATIONS	1	LS	102,454	102,454
5.	MODIFIED EXTENDED AIR BASINS (SBR CONVERSION)	2	EA	176974	353,948
6.	SPLITTER	1	LS	60,739	60,739
7.	CLARIFIERS (TWO)	2	EA	663,729	1,327,458
8.	CLARIFIER COVERS	2	EA	51,111	102,222
9.	SCUM PUMP STATION	1	LS	127,519	127,519
10.	RAS/WAS PUMP STATION	1	LS	500,000	500,000
11.	DISENFECTION BASIN	1	LS	290,399	290,399
12.	SODIUM HYPOCHLORITE AND SODIUM METABISULFITE	1	LS	153,716	153,716
13.	CONTROL SYSTEM (SCADA) UPGRADES	1	LS	363,415	363,415
14.	DE PUMP AND BLOWER MODIFICATIONS	1	LS	107,794	107,794
15.	3" PVC PIPE	192	LF	34.00	6,528
16.	6" DI PIPE	349	LF	59.00	20,591
17.	12" DI PIPE	440	LF	167.00	73,480
18.	18" DI PIPE	143	LF	400.00	57,200
19.	24" DI PIPE	364	LF	483.00	175,812
20.	CHAIN LINK FENCE	380	LF	37.00	14,060
21.	GRAVEL DRIVE	475	SY	37.00	17,575
22.	EROSION CONTROL	1	LS	6570	6,570

TOTAL BASE BID $ $4,061,480

TOTAL BASE BID IN WORDS four million sixty one thousand four hundred eighty dollars

ADD ALTERNATE ONE-REUSE					
ITEM#	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1.	REUSE BASIN, FILTER AND TRANSFER PUMPS	1	LS	500,200	500,200
2.	REUSE TANK	1	LS	152,925	152,925
3.	REUSE PUMP STATION	1	LS	78,181	78,181
4.	LINE 18 (6" PURPLE PVC)	1,391	LF	30.00	41,730
5.	LINE 19 (3" PURPLE PVC)	558	LF	24.00	13,392
6.	LINE 20 (3" PURPLE PVC)	537	LF	30.00	16,110
7.	LINE 21 (3" PURPLE PVC)	353	LF	31.00	10,943
8.	PURPLE RECLAIMED WATER SPRINKLER HEADS	742	EA	74.00	54,908

TOTAL ALT 1 BID $ 868,389

TOTAL ALT 1 BID IN WORDS eight hundred Sixty eight thousand three hundred eighty nine dollars

ADD ALTERNATE TWO					
ITEM#	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1.	SLUDGE ACCEPTANCE STATION	1	LS	33,738	33,738

TOTAL ALT 2 BID $ 33,738

TOTAL ALT 2 BID IN WORDS thirty three thousand seven hundred thirty eight dollars

ADD ALTERNATE THREE					
ITEM#	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1.	TANKER FILLING STATION	1	LS	31,709	31,709

TOTAL ALT 3 BID $ 31,709

TOTAL ALT 3 BID IN WORDS Thirty one thousand seven hundred and nine dollars

ALL ITEMS TO INCLUDE DEMOLITION, ELECTRICAL, CONDUITS, AND OTHER APPURTENANCES NECESSARY TO PROVIDE A COMPLETE AND OPERABLE SYSTEM AS DESCRIBED IN THE PLANS AND SPECIFICATIONS.

NON-COLLUSION AFFIDAVIT

STATE OF Oklahoma)
) SS.
COUNTY OF Oklahoma)

Rick Thompson, of lawful age, being first duly sworn on oath that (s)he is the agent authorized by the firm of Wynn Construction Co., Inc. to submit the above Contract to the 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.

WYNN CONSTRUCTION CO., INC. CORPORATE SEAL OKLAHOMA

Rick Thompson
Contractor Signature

Rick Thompson- President
Printed Name/Title

Subscribed and sworn before me this 24 day of April, 20 18

Stephanie Pace
Notary Public

STEPHANIE PACE NOTARY # 08005275 EXP. 05/29/20 PUBLIC STATE OF OKLAHOMA

My Commission Expires:

05/29/20

(Seal)

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF Oklahoma)
) SS.
COUNTY OF Oklahoma)

Rick Thompson, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

None

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

None

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

None

(If none of the business relationships hereinabove mentioned exists, affiant should so state.)

WYNN CONSTRUCTION CO., INC. CORPORATE SEAL OKLAHOMA

Rick Thompson
Contractor Signature

Rick Thompson- President
Printed Name/Title

SUBSCRIBED AND SWORN TO before me this 24 day of April, 2018

Stephanie Pace
Notary Public
(Seal)

STEPHANIE PACE NOTARY PUBLIC #08005275 EXP. 05/29/20 STATE OF OKLAHOMA

My commission expires:

05/29/2018 05/29/20SP

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we **WYNN CONSTRUCTION CO., INC., 11901 N. Eastern Avenue, Oklahoma City, OK 73131,** as Principal, hereinafter called the Principal, and **Western Surety Company, P. O. Box 5077, Sioux Falls, South Dakota 57117-5077,** a corporation duly organized under the laws of the State of South Dakota as Surety, hereinafter called the Surety, are held and firmly bound unto **Mustang Improvement Authority, 1501 N. Mustang Road, Mustang, OK 73064** hereinafter called the Obligee, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID DOLLARS (5%)**, for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Mustang WWTP Improvements Phase IIC & IID

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **24th** day of **April, 2018.**

WYNN CONSTRUCTION CO., INC.
Principal (Seal)

WYNN CONSTRUCTION CO., INC. CORPORATE SEAL OKLAHOMA

Witness

Rick Thompson, President

WESTERN SURETY COMPANY
Surety (Seal)

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Witness, Jana Taylor

Maribeth Moak, Attorney-in-Fact

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
SOUTH DAKOTA

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 **24th** day of **April, 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.

Acknowledgement Page

Addendum #1
April 19, 2018

Project: Mustang Improvement Authority
Mustang WWTP Improvements Phase IIC & IID
Project Number: MUS-ST17-001
Bid Closing Date: April 24, 2018
Mustang, Oklahoma

Company: Wynn Construction Co., Inc.

Name: Stephanie Pace

Signature: Stephanie Pace

Title: Office Manager

Date: 4/19/2018

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Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Mustang Improvement Authority

ADDRESS: 1501 N. Mustang Road Mustand OK 73064

SUBMITTED BY: Wynn Construction Co., Inc.

NAME: Rick Thompson

ADDRESS: 11901 North Eastern Ave. OKC, OK 73131

PRINCIPAL OFFICE: Same as above

[X] Corporation
[ ] Partnership
[ ] Individual
[ ] Joint Venture
[ ] Other

NAME OF PROJECT: *(if applicable)* Mustang WWTP Improvements Phase IIC & IID

TYPE OF WORK: *(file separate form for each Classification of Work)*

[X] General Construction
[ ] HVAC
[ ] Electrical
[ ] Plumbing
[ ] Other: *(Specify)*

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 74

§ 1.2 How many years has your organization been in business under its present business name? 60

§ 1.2.1 Under what other or former names has your organization operated?

Wynn Construction Company

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: October 17,1958
§ 1.3.2 State of incorporation: Oklahoma
§ 1.3.3 President's name: Rick Thompson
§ 1.3.4 Vice-president's name(s)

Wayne Brodt and Kevin Lang

§ 1.3.5 Secretary's name: Tyler Bahner

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

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§ 1.3.6 Treasurer's name: Tyler Bahner

§ 1.4 If your organization is a partnership, answer the following:
§ 1.4.1 Date of organization:
§ 1.4.2 Type of partnership (if applicable):
§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:
§ 1.5.1 Date of organization:
§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Oklahoma, Kansas, Texas, New Mexico

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

Oklahoma, Kansas, Texas, New Mexico

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

General Site Work, Millwork, Utility Work, Concrete Finishing and Specialties

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)
§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

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User Notes: (3B9ADA3A)

See Attachment A

§ 3.4.1 State total worth of work in progress and under contract:

90,867,551.34

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See Attachment B

§ 3.5.1 State average annual amount of construction work performed during the past five years:

2016-$100,466,063.00
2015-$ 94,502,875.00
2014- $ 65,136,696.00
2013 - $53,241,727.00
2012 - $ 64,535,969.00

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See Attachment C

§ 4 REFERENCES

§ 4.1 Trade References:

The Dolese Company 20 NW 13th STreet OKC, OK 73125- 405-235-2311
Maxwell Supply PO Box 83077 OKC, OK 73126- 405-943-3388
Contractors Supply PO Box 26566, OKC, OK 73126 405-525-7431

§ 4.2 Bank References:

BancFirst, Kevin Calabrese PO Box 26788 OKC, OK 405-270-1054

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Western Surety Company

§ 4.3.2 Name and address of agent:

Insurica- 5100 Classen Blvd Suite 300, OKC, OK 73118

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

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(3B9ADA3A)
User Notes:

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Available Upon Request

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Available Upon Request

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes

§ 6 SIGNATURE

§ 6.1 Dated at this 24 day of April 2018

Name of Organization: Wynn Construction Co., Inc.

By: Rick Thompson

Title: President

WYNN CONSTRUCTION CO., INC. CORPORATE SEAL OKLAHOMA

§ 6.2

M r. Rick Thompson being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 24 day of April 2018

Notary Public: Stephanie Pace

My Commission Expires: 05/29/2020

STEPHANIE PACE NOTARY # 08005275 EXP. 05/29/20 PUBLIC STATE OF OKLAHOMA

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User Notes:
(3B9ADA3A)

Wynn Construction Co., Inc.

Projects in Progress

Attachment A

Civil

- **Stillwater WWTP Sludge Basins**
  Contract Amount: $733,859.89 — Contract Type: Bid
  Owner: Stillwater Utility Authority
  Phone/Fax: 405-742-8325
  Engineer: Dewberry Engineers, Inc.
  Phone/Fax 918-587-7283
  Scheduled Completion Date: March 2018

- **Overholser WTP Improvements**
  Contract Amount: $22,030,247.45 — Contract Type: Bid
  Owner: City of OKC
  Phone/Fax: 405-297-3436
  Engineer: Carollo Engineers, Inc.
  Phone/Fax 405-840-7785
  Scheduled Completion Date: March 2018

- **Clinton Water Treatment Plant**
  Contract Amount: $12,583,200.00 — Contract Type: Bid
  Owner: City of Clinton
  Phone/Fax: 580-323-0261
  Architect: Burns and McDonnell Engineering Co.
  Phone/Fax 816-333-9400
  Scheduled Completion Date: June 2018

- **Alva Water Tank Replacement & Booster Pump Station**
  Contract Amount: $2,167,875.00 — Contract Type: Bid
  Owner: City of Alva
  Phone/Fax: 580-327-1340
  Engineer: Myers Engineering Consulting Engineers, Inc.
  Phone/Fax 405-755-5325
  Scheduled Completion Date: July 2018

- **Range Road Booster Pump Station**
  Contract Amount: $4,461,475.00 — Contract Type: Bid
  Owner: Stillwater Public Works Authority
  Phone/Fax: 405-742-8270
  Engineer: CH2MHill Engineers
  Phone/Fax 972-663-2257
  Scheduled Completion Date: September 2018

- **Draper WTP Low Lift Station**
  Contract Amount: $18,742,039.00 — Contract Type: Bid
  Owner: City of OKC and its Trust
  Phone/Fax: 405-297-2581
  Engineer: Carollo Engineers, Inc.
  Phone/Fax 405-840-7785
  Scheduled Completion Date: October 2018

- **Rocky Lake Channel Dredge**
  Contract Amount: $2,371,130.00 — Contract Type: Bid
  Owner: City of Hobart
  Phone/Fax: 580-327-1340
  Engineer: Glenn Sullivan & Associates, Inc.
  Phone/Fax 405-321-7232
  Scheduled Completion Date: November 2018

Wynn Construction Co., Inc.

Attachment B

Completed Projects

Civil / Wastewater Treatment Plant Work

- **WT-0149 Draper WTP Filter Gallery Chlorine Scrubber and Bolt Replacement and Underground Storage Tank Removal**
  Contract Amount: $1,099,448.00 Contract Type: Bid
  Owner: City of Oklahoma City
  Phone/Fax: 405-297-3867
  Engineer:
  Phone/Fax
  Scheduled Completion Date: March 2018

- **Draper WTP Electrical Loop and Flume**
  Contract Amount: $11,575,730.00 Contract Type: Bid
  Owner: City of OKC and its Trust
  Phone/Fax: 405-297-2581
  Engineer: Carollo Engineers, Inc.
  Phone/Fax 405-840-7785
  Scheduled Completion Date: February 2018

- **Ada Water System Improvements Water Supply and Treatment Plant Improvements**
  Contract Amount: $7,445,500.00 Contract Type: Bid
  Owner: Ada Public Works Authority
  Phone/Fax: 580-436-8156
  Engineer: Holloway, Updike & Bellen, Inc.
  Phone/Fax 918-682-7811
  Scheduled Completion Date: December 2017

- **Power Generation Facilities at Draper WTP**
  Contract Amount: $12,271,750 Contract Type: Bid
  Owner: City of OKC
  Phone/Fax: 405-297-3436
  Engineer: Carollo Engineers, Inc.
  Phone/Fax 405-840-7785
  Scheduled Completion Date: June 2017

- **Overholser Fish Screen Replacement**
  Contract Amount: $914,400.00 Contract Type: Bid
  Owner: City of OKC
  Phone/Fax: 405-297-3436
  Engineer: Carollo Engineers, Inc.
  Phone/Fax 405-840-7785
  Scheduled Completion Date: June 2017

- **Kingfisher New Raw Water Plant**
  Contract Amount: $2,856,700.25
  Owner: City of Kingfisher
  Phone/Fax: 405-375-6869
  Engineer: Meshek & Associates, PLC
  Phone/Fax 918-392-5620
  Scheduled Completion Date: March 2017
  Contract Type: Bid

- **Booster Pump Station No. 9**
  Contract Amount: $4,750,460.00
  Owner: City of Oklahoma City
  Phone/Fax: 405-297-2581
  Engineer: Tetra Tech, Inc
  Phone/Fax 918-249-3909
  Scheduled Completion Date: July 2016
  Contract Type: Bid

- **Booster Pump Station No. 14**
  Contract Amount: $3,245,000.00
  Owner: City of Oklahoma City
  Phone/Fax: 405-297-2581
  Engineer: Myers Engineering
  Phone/Fax 405-755-5325
  Scheduled Completion Date: July 2016
  Contract Type: Bid

- **Kiamichi Electric Headquarters**
  Contract Amount: $7,404,700.00
  Owner: Kiamichi Electric Coop
  Phone/Fax: (918) 465-2338
  Engineer: Guernsey
  Phone/Fax: 405-416-8177
  Scheduled Completion Date: July 2016
  Contract Type: Negotiated

- **North Canadian WWTP Improvements**
  Contract Amount: $7,209,745.00
  Owner: City of Oklahoma City
  Phone/Fax: 405-297-2581
  Engineer: Tetra Tech, Inc
  Phone/Fax 918-249-3909
  Scheduled Completion Date: July 2016
  Contract Type: Bid

- **Yukon WWTP Rehabilitation**
  Contract Amount: $1,170,800.00
  Owner: City of Yukon
  Phone/Fax:
  Engineer: Triad Design Group
  Phone/Fax (405) 752-1122
  Scheduled Completion Date: November, 2014
  Contract Type: Bid

- **Weatherford WWTP**
  Contract Amount: $1,817,000.00
  Owner: City of Weatherford
  Phone/Fax:
  Engineer: Tetra Tech
  Phone/Fax: 918-249-3909
  Scheduled Completion Date: August, 2015
  Contract Type: Bid

- **Hefner WTP Clarifier #4 Repairs**
  Contract Amount: $127,550.00
  Owner: City of Oklahoma City
  Phone/Fax:405-297-2048
  Engineer: City of OKC Utilities Department
  Phone/Fax: 405-297-2048
  Scheduled Completion Date: July 2015
  Contract Type: Bid

- **Draper WTP Sludge Gate Replacement**
  Contract Amount: $173,500
  Owner: Oklahoma City Water Utilities Trust
  Phone/Fax: 405-297-2399
  Scheduled Completion Date: November, 2014
  Contract Type: Bid

- **Oilton WTP**
  Contract Amount: $1,946,000.00
  Owner: Oilton Public Works Authority
  Phone/Fax: (918) 682-3202
  Architect – Larkin Group
  Phone/Fax: (816) 361-0400
  Scheduled Completion Date: September, 2014
  Contract Type: Bid

- **Tecumseh WTP**
  Contract Amount: $2,457,700.00
  Owner: Tecumseh Utility Authority
  Phone/Fax: (405) 598-2189
  Engineer: WBD Engineering
  Phone/Fax: (405) 741-7090
  Scheduled Completion Date: June 2014
  Contract Type: Bid

- **City of Madill WWTP**
  Contract Amount: $732,927.00
  Owner: City of Madill
  Phone/Fax: (580) 795-5586
  Architect – Barker Associates
  Phone/Fax: (580) 931-9045 (580) 931-9099
  Scheduled Completion Date: June 2014
  Contract Type: Bid

- **Coffee Creek WWTP Rehabilitation**
  Contract Amount: $1,727,140.00 — Contract Type: Bid
  Owner: Edmond Public Works Department
  Phone/Fax: (405) 216-7300
  Engineer: MKEC Engineering Consultants
  Phone/Fax: (405) 842-8558
  Completion Date: April 2014

- **Danforth Pump Station**
  Contract Amount: $3,239,960.00 — Contract Type: Bid
  Owner: Edmond Public Works Department
  Phone/Fax: (405) 216-7603
  Engineer: Freese & Nichols, Inc.
  Phone/Fax: (817) 735-7300
  Completion Date: March 2014

- **Falls Creek WWTP**
  Contract Amount: $1,986,000 — Contract Type: Bid
  Owner: Baptist General Convention of Oklahoma
  Phone/Fax: 405-942-3800
  Engineer: Garver Engineers
  Phone/Fax: (405) 329-2555 (405) 329-3555
  Scheduled Completion Date: March 2014

- **Moore Wastewater Treatment Plant Improvements**
  Contract Amount: $44,272,853.32 — Contract Type: Bid
  Owner: Moore Public Works Authority
  Phone/Fax: (405) 793-5000
  Architect: Eagle Consultants,
  Phone/Fax: (405) 844-3900
  Completion Date: March 2014

- **Caney Coon Dam Rehabilitation**
  Contract Amount: $4,602,953.00 — Contract Type: Bid
  Owner: State of Oklahoma
  Phone/Fax: (405) 522-1639, (405) 521-3789
  Engineer: Oklahoma Conservation Commission
  Phone/Fax: (405) 521-4823
  Completion Date: February 20, 2013

- **Draper Dock Improvements**
  Contract Amount: $1,067,403.00 — Contract Type: Bid
  Owner: Oklahoma City Water Utilities Trust
  Phone/Fax: (405) 297-3681
  Engineer: Triad Design Group, Inc.
  Phone/Fax: (405) 752-1122, (405) 752-8855
  Completion Date: January 1, 2013

Attachment "C"

Wynn Construction Co., Inc.

Construction Experience and Present Commitments

Rick Thompson, ***President*** *- Total Experience: 40 years*

Wayne Brodt, ***Vice President*** *- Total Experience: 42 years*
Field Operations, including manpower and equipment, enforces safety compliance.

Tyler Bahner, ***Controller-*** *Total Experience: 12 years*
Accounts payable, accounts receivable, cost tracking and safety compliance.

Kevin Lang, ***Vice President, Estimator/Project Manager*** *- Total Experience: 37 years*
Commercial and Civil cost estimating, conceptual, preliminary budgeting & project management.

Derek Robbins, ***Project Manager/Estimator*** *–Total Experience: 15* years
Commercial and Civil Cost estimating, conceptual, and preliminary budgeting and project management. Associate Constructor, Certified Construction Document Technologist and Certified Construction Contract Administrator

Justin Beaty, ***Project Manager/Estimator*** *–Total Experience: 13* years
Commercial and Civil cost estimating, conceptual and preliminary budgeting and project management.

Ricky Thompson, ***Project Manager/Estimator*** *–Total Experience: 11* years
Commercial and Civil cost estimating, conceptual and preliminary budgeting and project management.

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. L-4

2. MEETING DATE: May 1, 2108

3. TITLE: Rezoning Application RZ-3-7-18-1-27, 731 E State Highway 152, Rebecca Biorato, C-2, Commercial Neighborhood District to C-3, Commercial General District.

4. COUNCIL ACTION: Public Hearing, Discussion, and Possible Action Regarding Rezoning Application.

5. INITIATOR: Community Development Department

6. BACKGROUND RECOMMENDATION:

Project Description: The applicant, Rebecca Biorato, requests a change in zoning classification for this property from C-2, Commercial Neighborhood District to C-3, Commercial General District. This property is located in the south half of the southeast quarter of Section 27. The address is 731 E. State Highway 152.

The applicant is a physician who would like to move her medical practice to Mustang. However, a medical facility requires C-3 zoning. This property has been used as a medical facility, a chiropractic office, for a very long time. It has been used as a C-3 property for at least 20 years.

In order to allow the use to change, the zoning must be modified to fit the current and future uses. The applicant will tie into a public sewer line that was put in place when Taco Bueno built their restaurant. They will also erect a masonry wall between this property and the residential property to the north.

Character of Neighborhood: The general character of the area is retail/commercial and residential.

Zoning and Uses of Property Nearby: The property to the north is zoned R-E, to the east is C-3, to the south is the Nazarene Church on A-1 and to the west is C-2.

Conformance with Long-Range Plan: This request does conform to the Imagine Mustang Comprehensive Plan designation.

Utilities and Services: There is public water and sewer available to serve this development. There will be no ingress/egress changes on this property.

Professional Staff Recommendation: Staff recommends approval of this request. This property has been occupied with a C-3 use for many years. A medical facility replacing a medical facility should not cause harm to the public good. This property will be connected to public sewer and come into compliance with a masonry fence on the north side.

Planning Commission Recommendation: The Mustang Planning Commission voted unanimously to recommend approval of this application at their April 10, 2018 meeting. Please see attached minutes. Please note: These minutes were not yet formally approved by the Mustang Planning Commission.

7. FINANCIAL IMPACT: None

8. STAFF SOURCE: Melissa Helsel, Community Development Director

9. CITY ATTORNEY'S COMMENTS:

10. RESOLUTION/ORDINANCE NO. 1165

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.

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

Section 1. That the Zoning Ordinance of the City of Mustang, Oklahoma, as amended, is hereby amended to change the Official Zoning Map, to include therein the following described property in the City of Mustang, Canadian County, State of Oklahoma from "C-2" Commercial Neighborhood District to "C-3" Commercial General District.

LEGAL DESCRIPTION OF COMPLETE PROPERTY FOR REZONING:

Lot Eleven (11), of Block One (1), in CLEARVIEW SECOND ADDITION, to Mustang, Canadian County, Oklahoma, according to the recorded plat thereof.

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 the inhabitants thereof, and emergency is hereby declared to

exist by reason whereof, this Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

PASSED AND APPROVED and the Emergency Clause voted upon separately and passed and approved this _____ day of _____, 2018.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED as to form this _____ day of _____, 2018.

_____
City Attorney

PLANNING COMMISSION MEETING

MINUTES APRIL 10, 2018

The Mustang Planning Commission met in a regular session on Tuesday, April 10, 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, April 4, 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 **Jan Yakish**
Commissioner **Jesse Bratton**
Commissioner **Billy McDaniel**, Chairman
Commissioner **Brad Homer**

MEMBERS ABSENT:

Commissioner **Dan Hix**
Commissioner **Jerry Brown**
Commissioner **David Russell**

STAFF PRESENT:

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

CITY ATTORNEY:

City Attorney, **Jonathon Miller**, was in attendance.

IV. APPROVAL OF MINUTES: Approval of Minutes from the March 13, 2018 Planning Commission Meeting. **Mr. Homer** made a motion to approve the minutes, **Ms. Yakish** seconded the motion. The motion was approved unanimously.

V. INTRODUCTION OF GUESTS AND VISITORS/HEARING OF CITIZENS AND DELEGATES:

VI. PUBLIC HEARING, DISCUSSION, CONSIDERATION AND RECOMMENDATION ON:

1. **Rezoning Application RZ-3-7-18-1-27, 731 E State Highway 152, Rebecca Biorato, C-2, Commercial Neighborhood District to C-3, Commercial General District.**

Community Development Director, **Melissa Helsel**, introduced the rezoning request. The applicant, Rebecca Biorato, came in to obtain a business license for a medical practice in a former chiropractor's office. The applicant is a physician who would like to move her medical practice to Mustang. However, it was discovered that the property is zoned C-2, a medical facility requires C-3 zoning. This property has been used as a medical facility, a chiropractic office, for a very long time. It has been used as a C-3 property for at least 20 years. The applicant requests a change in zoning classification for this property from C-2, Commercial Neighborhood District to C-3, Commercial General District. This property is located in the south half of the southeast quarter of Section 27. The address is 731 E. State Highway 152. The building looks like it was converted from a home but it was built as a medical facility with a residential façade.

In order to allow the use to change, the zoning must be modified to fit the current and future uses. The applicant will tie into a public sewer line that was put in place when Taco Mayo built their restaurant. They will also erect a masonry wall between this property and the residential property to the north. This has been discussed with the applicant who has agreed to both stipulations.

The general character of the area is retail/commercial and residential. The property to the north is zoned R-E, to the east is C-3, to the south is the Nazarene Church on A-1 and to the west is C-2. This request does conform to the Imagine Mustang Comprehensive Plan designation. There is public water and sewer available to serve this development. There will be no ingress/egress changes on this property.

Staff recommends approval of this request. This property has been occupied with a C-3 use for many years. A medical facility replacing a medical facility should not cause harm to the public good. This property will be connected to public sewer, come into compliance with a masonry fence on the north side and be renovated to conform to current building codes.

Mr. McDaniel opened the public hearing, hearing no comments, **Mr. McDaniel** closed the public hearing.

Mr. Bratton made a motion to approve the rezoning request, **Ms. Yakish** seconded the motion.

A roll call vote was taken:

Jan Yakish	**Yes**
Jesse Bratton	**Yes**
Brad Homer	**Yes**
Billy McDaniel	**Yes**

The motion was approved unanimously.

Mr. McDaniel stated this item would be heard by City Council on May 1, 2018 for final approval.

VIII. NEW BUSINESS:

IX. COMMISSIONER, STAFF COMMENTS:

X. ADJOURNMENT:

Mr. Homer made a motion to adjourn, **Mr. Bratton** seconded the motion. The meeting was adjourned at 7:06 pm.

_____ _____

CHAIRMAN **DATE**

_____

SECRETARY


Parcel for Rezoning
731 E State Hwy 152
N Manyella Terrace
SW 74th St
© 2018 Google

CANADIAN County Assessors Office

Account Number : 090006060

Data provided by: MATT WEHMULLER CANADIAN County Assessor

02/09/2018

01:55:38

IMG_6370.JPG

Image Date 9/25/2014



I:\comm visual pictures\9-23-14\IMG_6370.JPG

OLD REPUBLIC TITLE COMPANY OF OKLAHOMA

INVOICE 264567

Invoice Date: 3/5/2018
File Number: 18210693 ED

Bill To:

BIORETO, REBECCA
14936 S.W. 65TH ST
MUSTANG, OK 73064

Deliver To: PICK UP AT ORT MUSTANG: ATTN: SANDY RICKETTS
CALL WHEN READY
REBECCA BIORETO 405-818-7425

From:

OLD REPUBLIC TITLE COMPANY OF OKLAHOMA
4040 N. Tulsa
Oklahoma City, OK 73112
PHONE: 405-942-4848
FAX: 405-949-0597

Ordered By: REBECCA BIORETO
Reference: OWNERSHIP
Buyer: SID C VAUGHT and MARY JANE VAUGHT
Seller:
Property Address: 731 E. HWY 152 MUSTANG OK 73064
Short Legal: 11/1 CLEARVIEW 2, Canadian County
Loan Amount:
Sales Amount:

Description	Amount	Qty	Total
OWNERSHIP LISTING	$250.00	1	$250.00

Subtotal	$0.00
Credits	$0.00
Grand Total	$250.00

By: _____

Print Name: _____

Date Received: _____

Please Remit Payment To:
OLD REPUBLIC TITLE COMPANY OF OKLAHOMA
4040 N. Tulsa
Oklahoma City, OK 73112
PHONE: 405-942-4848
FAX: 405-942-6482

Thank you!

ABSTRACTOR'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 300 feet of:

LOT ELEVEN (11), OF
BLOCK ONE (1), IN
CLEARVIEW 2ND SECTION, IN ADDITION TO
THE CITY OF MUSTANG, CANADIAN COUNTY, OKLAHOMA,
ACCORDING TO THE RECORDED PLAT THEREOF.

OWNER OF RECORD: SID & MARY JANE VAUGHT
P.O. BOX 666
MUSTANG, OK 73064-0666

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

GRANTEE & ADDRESS & LEGAL DESCRIPTION:

MUSTANG STAR CAR WASH LLC
P.O. BOX 237
MUSTANG, OK 73064
LOT 12 BLOCK 1 CLEARVIEW 2ND

COWBOY DISCOUNT TOBACCO LLC
6401 NORTH ANDERSON ROAD
SPENCER, OK 73084
LOT 13 BLOCK 1 CLEARVIEW 2ND

ALBERT & JO ANNA BUTCHER
423 NORTH MARRYELLA TERRACE
MUSTANG, OK 73064
LOT 1 BLOCK 1 CLEARVIEW 2ND

ROBERT & ELVA HOBSON
122 NORTH MONTEBELLA TERRACE
MUSTANG, OK 73064
LOT 14 BLOCK 1 CLEARVIEW 2ND

BILLY & L TENPENNY
206 NORTH MONTEBELLA TERRACE
MUSTANG, OK 73064
LOT 15 BLOCK 1 CLEARVIEW 2ND

RHONDA PINION
4101 WEST GREEN OAKS SUITE 305-2768
ARLINGTON, TX 76016
LOT 8 BLOCK 1 CLEARVIEW 2ND

GARY & SANDRA WEISSER
216 NORTH MONTEBELLA TERRACE

MUSTANG, OK 73064
LOT 16 BLOCK 1 CLEARVIEW 2ND

ALLEN, DAVID N TRUSTEE
DAVID N ALLEN REVOCABLE TRUST 11/12/14
307 NORTH MARY ELLA TERRACE
MUSTANG, OK 73064
LOT 7 BLOCK 1 CLEARVIEW 2ND

TAYLOR, LINDA K TRUSTEE
LINDA K TAYLOR REVOCABLE TRUST
111 NORTH MARYELLE TERRACE
MUSTANG, OK 73064
LOT 9 BLOCK 1 CLEARVIEW 2ND

MUSTANG CHURCH OF NAZARENE
700 E HWY 152
MUSTANG, OK 73064
A#6 NE4 S34-R5W-T11N

MUSTANG HEALTHCARE PARTNERS LLC
13401 NORTH WESTERN, SUITE 401
OKLAHOMA CITY, OK 73114
A#5 NE4 S34-R5W-T11N

MIDFIRST SAV & LOAN ASSOCIATION
15110 DALLAS PARKWAY STE 510
DALLAS, TX 75248
A#3 SE4 S27-R5W-T11N

MARQUE RENEA WATSON & MARK WILLARD & KELLY RENEA HAMILTON
218 NORTH MARYELLA TERRACE
MUSTANG, OK 73064
A#20 SE4 S 27 R5W T11N

ROBERT & CYNTHIA FIGGINS
124 NORTH MARYELLA TERRACE
MUSTANG, OK 73064
A#22 SE4 S 27-R5W-T11N

LIFE TABERNACLE UNITED PENTECOSTAL CHURCH OF MUSTANG
P.O. BOX 41
MUSTANG, OK 73064
A#4 SE4 S27-R5W-T11N

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: February 26, 2018 at 7:30 AM

OLD REPUBLIC TITLE COMPANY OF OKLAHOMA
Bonded Abstractor

Dona Stribel, License #1692

COMPLETED: March 5, 2018

Order No. 18210693

PUBLIC HEARING NOTICE OF THE
MUSTANG PLANNING COMMISSION

On Tuesday, April 10, 2018, beginning at 7:00 p.m. in the Council Chambers at Mustang City Hall located at 1501 N Mustang Road, Mustang, OK 73064, a Public Hearing will be conducted on the following:

NOTICE OF REDISTRICTING

CURRENTLY ZONED: **C-2, Commercial Neighborhood District**
REQUESTED ZONING: **C-3, Commercial General District**
APPLICATION BY: **Rebecca Biorato**
PROPERTY OWNER: **Sid C. Vaught**

GENERAL VICINITY OF PROPERTY: 731 E. State Highway 152

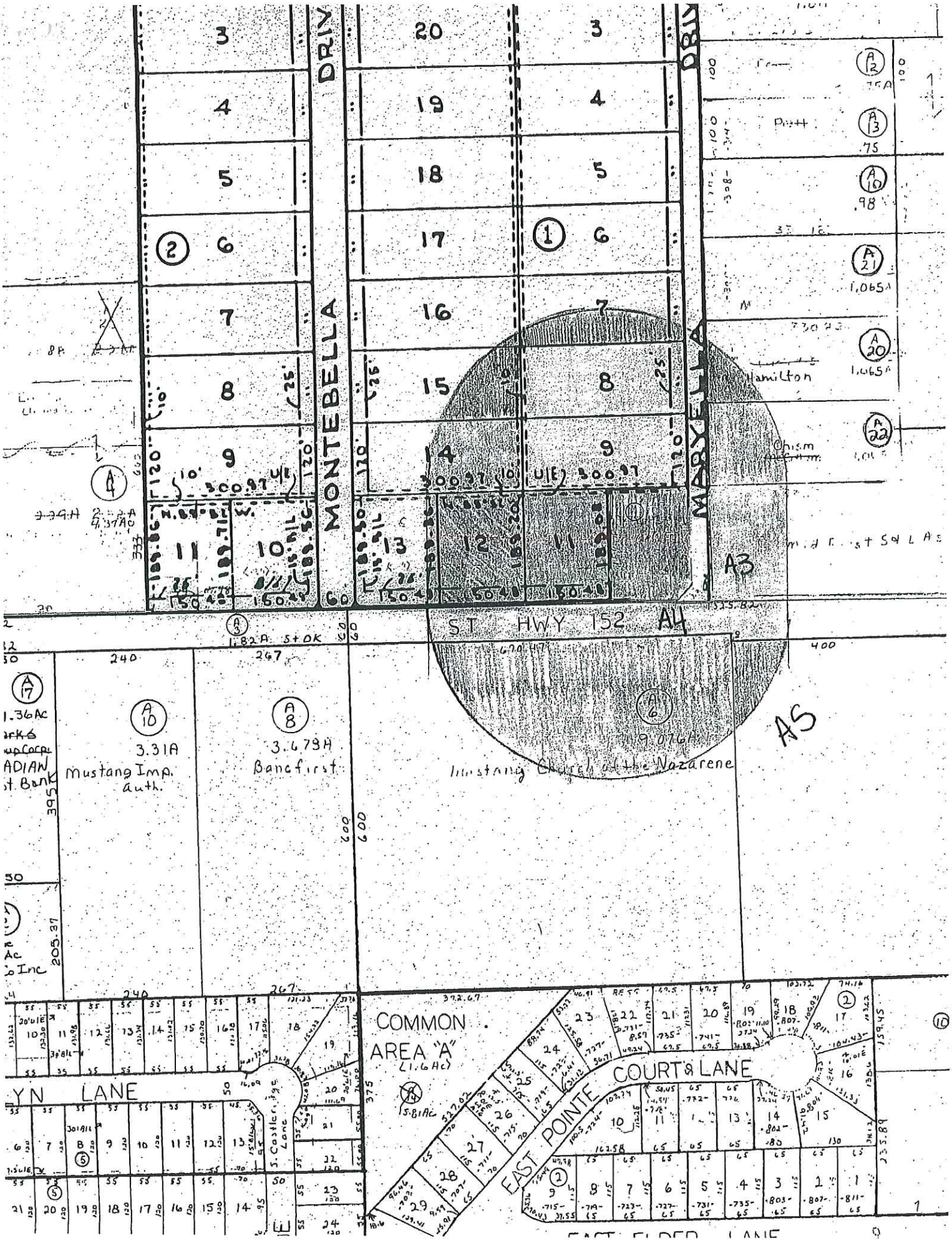
LEGAL DESCRIPTION OF COMPLETE PROPERTY FOR REZONING:

Lot Eleven (11), of Block One (1), in CLEARVIEW SECOND ADDITION, to Mustang, Canadian County, Oklahoma, according to the recorded plat thereof

As an interested property owner your comments are invited at the public hearing for or against the request. You may file a written petition and offer oral argument and evidence for or against granting the request.

Please feel free to call the Community Development Department at 376-9873 between 8:30 a.m. and 5:00 p.m. to make inquires about the application.

Respectfully,
Melissa Helsel, Community Development Director


MONTEBELLA DRIV
MARYELLA DRIV
ST HWY 152
A3
A4
A5
A6
A10
A8
A17
3.31A
Mustang Imp. auth.
3.679A
Bancfirst
9.076A
Mustang Church of the Nazarene
Hamilton
COMMON AREA "A"
(1.6Ac)
EAST POINTE COURT & LANE
S. Castleridge Lane
LANE

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. L-5

2. MEETING DATE: May 1, 2018

3. TITLE: Interlocal Agreement for Oklahoma Municipal Management Services

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Timothy Rooney, City Manager

6. BACKGROUND: The City Management Association of Oklahoma has been developing a program to address a basic need encountered by numerous Oklahoma cities and towns on a regular basis – what to do when there is a vacancy in the City Manager position? While larger cities generally have an individual on staff that can or is willing to step in on a temporary basis, many cities do not. In some instances, cities may have someone to step in on a temporary basis, but that individual still needs direction and/or professional guidance.

   Working with OMAG, the City Management Association has come up with a solution to provide Municipal Management Services on both a short term and long term basis through the development of an Interlocal Agreement. Oklahoma Statutes allow municipalities to enter into agreements to make the most efficient use of their powers by enabling them to cooperate with each other by contract for performance of services or undertakings which the public agencies are authorized by law to perform.

   In this instance, and in order to make this a possibility, the first step is for two municipalities to enter into a proposed Interlocal Agreement for this purpose. Once this is accomplished, the proposed Interlocal Agreement is reviewed by the State Attorney General's office for approval. If approved, this would allow other cities throughout Oklahoma to join the Interlocal Agreement for Municipal Management Services.

   Both OMAG and OML are supportive of the City Management Association of Oklahoma's effort to address this need and both have seed funding to get this program off the ground. In the simplest of terms, well managed municipalities during a change in tenure or even long term, are less likely to have insurance costs and litigation problems and be better representative of effective government in Oklahoma.

   Again, the first step in this process is to have two municipalities enter into an Interlocal Agreement and then have that agreement reviewed by the State Attorney General's Office. The two cities that have been selected to participate initially were Mustang and Harrah. The reasoning behind these two cities was as follows:

   - Harrah - City Manager, Earl Burson, is a member of the Board of Trustees for OMAG

- Mustang – I currently serve as President of the City Management Association of Oklahoma.

PLEASE NOTE: Neither the City of Harrah or the City of Mustang would be providing this service. The proposed Interlocal Agreement would establish a Governing Board of 7 members. The Board, once established, will oversee the hiring of an individual that will perform this service. The individual will be an employee of Oklahoma Municipal Assurance Group. In fact, it is through the Interlocal Agreement that OMAG was formed so many years ago, that has resulted in significant savings for municipalities throughout Oklahoma.

The City of Harrah will take action on the Interlocal Agreement the second week of May.

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: None

9. STAFF SOURCE: Timothy Rooney, City Manager

10. RESOLUTION / ORDINANCE: None

11. ATTACHMENTS: Proposed Interlocal Agreement

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF HARRAH & THE CITY OF MUSTANG
for
Oklahoma Municipal Management Services (OMMS)

This Interlocal Cooperative Agreement (the "Agreement") is made and entered into effective on the last day of approval of all parties hereto, by and between The City of Harrah ("Harrah"), a political subdivision, and The City of Mustang ("Mustang"), a political subdivision, pursuant to 74 O.S. § 1001, *et seq.*

RECITALS

WHEREAS, the Harrah and Mustang are public agencies as defined by 74 O.S. §1003, and specifically authorized in Section 1001 et seq. to enter into agreements to make the most efficient use of their powers by enabling them to cooperate with each other by contract for performance of services or undertakings which the public agencies are authorized by law to perform; and

WHEREAS, the Interlocal Cooperation Act, 74 O.S. §1004, allows any two or more public agencies to enter into agreements with one another for joint or cooperative action and allows the public agencies to jointly exercise powers, privileges and authority to the extent allowed by law; and

WHEREAS, parties hereto desire to cooperate by providing municipal management services that assist with the operations of municipalities, including but not limited to management assistance, studies, work sessions, and analysis of operations; and

WHEREAS, the purpose of this Agreement is to outline the relationship between the parties in order to ensure that each understands and agrees to certain responsibilities concerning the services provided; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. TERM: The term of this Agreement shall be in perpetuity commencing on the date of last approval set forth below. The fiscal year of the agreement shall be from July 1 through June 30.

2. MEMBER CITIES AND TOWNS: The Member cities and towns shall be those cities and towns who approve participation in the Interlocal services outlined herein by approval of this Interlocal Agreement.

3. GOVERNING BOARD AND ENTITY CREATED: There is hereby created a governing board to be known as the Oklahoma Municipal Management Services (OMMS) Board, consisting of a chairperson who shall be the designee of the City Management Association of Oklahoma. There shall be an additional six board members, chosen by the member cities who have agreed to participate in the interlocal agreement purposes set forth herein. The Board shall have the purposes and duties outlined herein. Quorum, voting procedures, representation on the Board, attendance, minutes of meetings, officers, term of office, committees, and all other operational issues shall be specifically regulated in the by-laws of the Board, which much be approved by the Board by a majority vote of the Members. The Board shall designate the time and place of all meetings, which shall be conducted in compliance with the Oklahoma Open Meeting Act.

4. PURPOSES: The purposes of this Agreement and the Board shall be to provide municipal management services that assist with the operations of Oklahoma municipalities who participate in the services provided. The services shall include but not limited to management assistance, studies, work sessions, and analysis of operations, as such other purposes as established by the City Management Board. The specific purposes of the agreement include but are not limited to:

a. Assist cities and towns by providing professional management assistance in the form of municipal management services.

b. Provide professional management assistance to local governments who could not otherwise have and encourage institutionalization of the Circuit Rider City Manager concepts.

c. Provide economic development, community development, and professional management to communities in need of these types of services.

d. Demonstrate dollar value of professional management service and encourage participating communities to devote resources to it.

e. Encourage participating governments to build their own capacity to manage programs and services.

f. Provide the same kinds of services rendered by a city manager in a traditional Council-Manager municipality. This does not mean that all such services must necessarily be performed in each participating jurisdiction. The scope of total services will, however, equate with the Council-Manager model and cover all phases of public management. Emphasis will be given

to assistance, coaching, and training in financial management practices, personnel administration, planning, grant applications and grant management, management systems, social media assistance and economic and community development.

g. Municipal Administration. This activity includes responses to local needs by reviewing municipal ordinances and charter amendments, budget assistance, liaison with other municipalities and county, State, and federal governments, and preparing public notices. It also includes the supervision of other municipal employees and functions, when authorized.

h. Grant Preparation/Administration. This activity includes assistance with the preparation of grant applications for federal and State grant programs, as well as, review of the administration of approved grant projects.

i. Communication and Information Services. This service includes special assignments to find answers to specific problems and to give appropriate advice to the municipal staff and to elected officials. It requires the Circuit Rider City Manager to do special fact-finding, as well as, to monitor federal and State program changes, to keep current on issues in Oklahoma municipal governments, and to be knowledgeable in municipal finance, human resource management, general management, and public administration. In addition, the Circuit Rider City Manager will serve as a continuity link at times of changes of administration.

5. MANNER OF FINANCING AND BUDGETING: The Board shall have the power to establish fees for the services provided, to collect dues, to pay expenses, and to retain employees and independent contractors to provide the services authorized. An annual budget shall be established.

6. DUTIES OF THE BOARD: The duties of the board shall consist of:

a. Establish fees for the services provided.
b. Retaining employees and independent contractors to provide the services authorized.
c. Enter into agreements to accomplish the purposes set forth herein.
d. Review fees and costs associated with the programs and services provided.
e. Monitor the results obtained from the services provided.
f. Encourage and monitor additional agreements to accomplish the purposes set forth herein, including but not limited to additional interlocal agreements that accomplish the purposes of this agreement.
g. Perform other tasks consistent with the purpose and intent of this agreement and any additional agreements entered into as a result of this agreement.

7. PROPERTY ACQUISITION AND DISPOSAL: The parties agree that the Board shall have the authority to acquire and dispose of real and personal property. Any property owned by the Board at the time of dissolution of the Board or upon termination of this agreement shall become the property of the members and former members in undivided shares equal to the proportion of the cost paid for the property by each member and former member as compared to the total costs paid by all members and former members.

8. MISCELLANEOUS: Notices required by this agreement shall be sent by regular United States Mail or may be delivered by hand to the City Clerk of the member city. The parties agree that this written agreement contains the entire agreement between the parties and that it cannot be modified except by written amendment to this agreement that follows the processes established by state statute. This Agreement shall be submitted and approved by the Attorney General of Oklahoma prior to its going into effect.

Passed and approved, at a regular meeting of the City Council of Mustang, Oklahoma, held the ___ day of _____, 2018.

_____
_____, Mayor

_____
_____, City Clerk

Approved as to form

_____
_____, City Attorney

Passed and approved, at a regular meeting of the City Council of the City of Harrah, Oklahoma, held the ___ day of _____, 2018.

_____
Mayor

_____
City Clerk

Approved as to form

_____
City Attorney

ATTORNEY GENERAL APPROVAL

I, in my capacity as Attorney General for the State of Oklahoma, certify that I have reviewed the foregoing Interlocal Agreement and fins such agreement I proper form and compatible with the laws of the State of Oklahoma.

_____ _____
Date Attorney General

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

MAY 1, 2018
7:00 P.M.

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 **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.

E. INFORMATION/REPORTS

1. Trustee Manager

2. Trustees

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.

G. ADJOURNMENT

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

MUSTANG IMPROVEMENT AUTHORITY
APRIL 3, 2018

The Mustang Improvement Authority met in regular session on Tuesday, April 3, 2018, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Friday, March 30, 2018, at 3:50 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Chairman Adams called the meeting to order at **9:06 p.m.**

B. ROLL CALL

Trustees Present: **Pratt**
Leete
Grider
Hagan
Noblitt
Adams

Trustees Absent: **Jones**

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **03/06/2018** City Council Minutes
*2. Claims List for **FY 2018**
*3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
*4. Acknowledgement of **Receipt of DEQ Permit** No. WL000009180111, to Construct Water Lines and Appurtenances for Hunter's Springs Addition, Phase 2.
*5. Acknowledgement of **Receipt of DEQ Permit** No. SL000009180112, to Construct Sewer Lines and Appurtenances for Hunter's Springs Addition, Phase 2.

MOTION was made by **Trustee Noblitt**, seconded by **Trustee Leete**, to approve Items D-1 through D-5 of the Consent Agenda.

AYE: **Pratt, Leete, Grider, Hagan, Noblitt, Adams**
NAY: **None**

E. INFORMATION/REPORTS

1. **Trustee Manager**
   None.

2. **Trustees**
   None.

F. DISCUSSION ITEMS

*1. **Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1163**, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 42 of the Ordinances of the City of Mustang, Oklahoma, by Amending Sec. 42-118(a)(2)(ii)(D) to Exempt from the Sewer Infrastructure Impact Fee Certain Building Permits for Alteration; Expansion or Replacement of Buildings that have Existing Sewer Service and Use is not Changed; Providing for Repealer; Providing for Severability; and Declaring an Emergency.

MOTION was made by **Trustee Noblitt**, seconded by **Trustee Grider**, to Approve **Ordinance No. 1163**, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 42 of the Ordinances of the City of Mustang, Oklahoma, by Amending Sec. 42-118(a)(2)(ii)(D) to Exempt from the Sewer Infrastructure Impact Fee Certain Building Permits for Alteration; Expansion or Replacement of Buildings that have Existing Sewer Service and Use is not Changed; Providing for Repealer; Providing for Severability

AYE: **Pratt, Leete, Grider, Hagan, Noblitt, Adams**
NAY: **None**

MOTION was made by **Chairman Adams**, seconded by **Trustee Noblitt**, to Declare an Emergency.

AYE: **Pratt, Leete, Grider, Hagan, Noblitt, Adams**
NAY: **None**

G. ADJOURNMENT

MOTION was made by **Trustee Grider**, seconded by **Chairman Adams**, to adjourn.

AYE: **Pratt, Leete, Grider, Hagan, Noblitt, Adams**
NAY: **None**

Meeting was adjourned at **9:08 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				
18-0699	01-A1067	AC-OWEN CONSTRUCTION	TOWN CENTER EXPANSION	4/2018	17-706-7	156,953.71
18-0106	01-I0015	TYLER TECHNOLOGIES, INC	INSITE TRANSACTION FEES	4/2018	025-218924	8,066.25
					DEPARTMENT TOTAL:	165,019.96
DEPARTMENT: 72		WATER				
18-0072	01-C0135	THE CITY OF OKLAHOMA CITY	WATER PURCHASE	4/2018	201804127415	48,781.17
18-1375	01-C0135	THE CITY OF OKLAHOMA CITY	WATER PURCHASE	4/2018	201804127414	23,198.04
18-1046	01-I0006	WATER HOLDINGS ACQUISITIONS	PUBLIC WORKS CONTRACTOR	4/2018	29008	84,946.66
18-0136	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	4/2018	201804117402	10,065.26
18-0139	01-O0055	OKLAHOMA GAS & ELECTRIC COM	ELECTRIC SERVICE	4/2018	201804117400	1,486.55
					DEPARTMENT TOTAL:	168,477.68
DEPARTMENT: 75		SEWER				
18-0081	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICES	4/2018	201804117408	182.37
18-1046	01-I0006	WATER HOLDINGS ACQUISITIONS	PUBLIC WORKS CONTRACTOR	4/2018	29008	47,782.50
18-0136	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	4/2018	201804117402	1,195.00
18-0139	01-O0055	OKLAHOMA GAS & ELECTRIC COM	ELECTRIC SERVICE	4/2018	201804117400	1,321.69
					DEPARTMENT TOTAL:	50,481.56
					FUND TOTAL:	383,979.20

FUND: 70 - MIA RESERVE SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 70		ADMINISTRATION				
18-1406	01-K0038	KRAPFF-REYNOLDS CONSTRUCTIO	CLEAN & CAMERA SEWER MAIN	4/2018	18066	17,447.50
					DEPARTMENT TOTAL:	17,447.50
					FUND TOTAL:	17,447.50
					GRAND TOTAL:	576,495.98

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	5/2018	201804237434	58,943.05
18-0004	01-B0024	BANCFIRST	2009 OWRB LOAN PAYMENT	5/2018	201804237431	21,939.67
18-0037	01-B0024	BANCFIRST	2014B NOTE PAYMENT	5/2018	201804237435	36,258.70
18-0336	01-B0024	BANCFIRST	2017 NOTE PAYMENT	5/2018	201804237433	78,555.63
18-0594	01-B0024	BANCFIRST	2016 NOTE PAYMENT	5/2018	201804237432	98,350.84
18-1457	01-C0006	COMPUTER SUPPLIES & SERVICE	INTERRUPTION NOTICES	4/2018	24946	54.40
18-1583	01-C0006	COMPUTER SUPPLIES & SERVICE	WINDOW ENVELOPES	4/2018	24946A	400.00
18-1320	01-C0281	MIA- 4TH PENNY EXCESS	PENNY EXTENSION - 90% EXC	5/2018	201804277490	35,000.00
18-0806	01-C1191	CEC CORPORATION	CONSTRUCTION MATERIALS TE	4/2018	1701220316.000-06	300.00
18-1639	01-E1106	EST ENGINEERING	ENGINEERING SERVICES	4/2018	41651	53,070.00
18-0046	01-G0030	GENERAL FUND	TRANS. OPERATING FUNDS	5/2018	201804277494	245,000.00
18-0008	01-I0015	TYLER TECHNOLOGIES, INC	UB, COURT, ONLINE COMPONE	4/2018	025-221051A	192.00
18-0108	01-I0015	TYLER TECHNOLOGIES, INC	ANNUAL MAINTENANCE FEES	4/2018	025-220504	33.36
18-0039	01-L0045	LIMITED PURPOSE FUND	3RD PENNY EXCESS	5/2018	201804277492	105,000.00
18-0042	01-M0210	MUSTANG IMPROVEMENT AUTHORI	TRANSFER CIP FEE	5/2018	201804277495	42,000.00
18-0209	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	4/2018	201804257477	21.70
18-0047	01-P0132	PERSONAL SERVICES FUND	PENNY EXTENSION	5/2018	201804277491	25,000.00
18-0017	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	5/2018	201804237437	8,333.34
18-0044	01-S0205	STREET IMPROVEMENT FUND	12.5% FRANCHISE FEE	5/2018	201804277493	15,000.00
18-0399	01-S0206	STOLZ TELECOM, LLC	VEHICLE UPFITS, TABLETS &	4/2018	2783A	14,689.85
					DEPARTMENT TOTAL:	838,142.54
DEPARTMENT: 72		WATER				
18-1104	01-C0108	COWAN GROUP ENGINEERING, LL	ENGINEERING FEES	4/2018	3494a	241.50
					DEPARTMENT TOTAL:	241.50
DEPARTMENT: 75		SEWER				
18-0391	01-C0108	COWAN GROUP ENGINEERING, LL	WWTP EXPANSION & MODIFICA	4/2018	3495	5,200.00
18-1104	01-C0108	COWAN GROUP ENGINEERING, LL	ENGINEERING FEES	4/2018	3494a	80.50
18-0131	01-O0010	ONE GAS, INC.	GAS SERVICES	4/2018	201804237467	209.98
					DEPARTMENT TOTAL:	5,490.48

FUND: 68 - IMPROVEMENT AUTHORITY SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 78		SANITATION				
18-0130	01-00121	OKLAHOMA ENVIRONMENTAL MANA	SANITATION SERVICES	4/2018	201804267485	84,972.08
					DEPARTMENT TOTAL:	84,972.08
					FUND TOTAL:	928,846.60

FUND: 70 - MIA RESERVE SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 70		ADMINISTRATION				
18-1609	01-Y0109	ALVIS J. YORK SR.	INSTALL DE SUMP PUMP, BAS	4/2018	21088	3,150.00
					DEPARTMENT TOTAL:	3,150.00
					FUND TOTAL:	3,150.00
					GRAND TOTAL:	1,810,285.28