

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION

Dave Owens, Pastor, Christ Lutheran Church

C. ROLL CALL

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

F. CONSENT AGENDA

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

1. Approval of **10/20/15** City Council Minutes.
- *2. Claims List for **FY'16**
- *3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
4. Approval of **Resolution No. 16-020** Calling for Municipal Election for Councilmembers for Wards Two and Four.
5. Acceptance of **Oklahoma Universal Service Fund (OUSF) Matching Grant** in the Amount of \$1,109.76 for Library's 50 Mbps Internet Access through Cox Oklahoma Telecom, LLC. Grant is for Fiscal year 2015-2016.

G. INFORMATION/REPORTS

1. City Manager
Included in Agenda Packet
2. City Council
 - a. Mustang Planning Commission:
 1. Re-Appointment of Two (2) Commissioners to the Mustang Planning Commission
 2. Appointment of One (1) Commissioner to the Mustang Planning Commission

2. City Council (Cont'd.)

b. Mustang Board of Adjustment

1. Re-Appointment of One (1) Member to the Mustang Board of Adjustment
2. Appointment of One (1) Member to the Mustang Board of Adjustment

H. **DISCUSSION ITEMS**

1. **Discussion, Consideration and Possible Action** regarding Acceptance of Bids for Storm Warning Sirens.
2. **Discussion, Consideration and Possible Action** regarding Awarding Bid for Storm Warning Sirens.
- *3. **Discussion, Consideration and Possible Action** regarding Approval of Contract and Bonds for Project labeled Waste Water Treatment Plant Improvements.

J. **CITY ATTORNEY'S REPORT**

None.

K. **ADJOURNMENT**

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

**MUSTANG CITY COUNCIL
OCTOBER 20, 2015**

The Mustang City Council met in regular session on Tuesday, October 20, 2015, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Friday, October 16, 2015, at 2:15 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 (Terry Armstrong, Pastor, Mustang Church of the Nazarene)

Pastor Armstrong led the assembly in the Pledge and Invocation. He stated the Church will be holding it's Kingdom Festival, which is similar to a Fall Festival, on Friday, October 30th with activities and candy.

C. ROLL CALL

Councilmembers Present:

Riley
Staples (Arrived at 7:02)
Jones
Hagan
Schweinberg
Adams

Councilmembers Absent: Grider

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

Mr. John Winkelman, 1947 E Cottonwood Terr, Bronco Towing – addressed the Council regarding the towing service direct rotation. He stated he received a copy of the recent rotation from the Police Department for the period of September 26 to October 18 which showed there were 40 calls made to wrecker services stating the two companies residing in Mustang only received four calls each. He provided approximate payment information to the different wrecker services stating by calling wrecker services outside of Mustang, he had unintentionally hurt the other wrecker service in town - Mustang Wrecker. He stated he checked with the City of Yukon who stated they do not utilize wrecker services outside of Yukon and was told the same thing from the City of Tuttle and did not understand why Mustang utilizes outside wrecker services when there are two in town that can service them. He also stated he had not received any calls from City Staff since he addressed the Council in the last meeting.

Mayor Adams stated as discussed in the last City Council meeting, this item would be placed on the next Work Session agenda stating he was invited to attend.

Bob Battles, Chisholm Trails Neighborhood Association, President - addressed the Council regarding the City no longer providing free water for beautification meters and if subdivisions and neighborhoods want to keep the meters, then they will have to pay for the water. He stated the Association maintains a strip of land owned by the City stating their Association is not a HOA with mandatory dues, it is voluntary, and they currently spend \$1,000 per year to maintain this strip of land. He stated having the free water helps a lot in keeping the land maintained and would be difficult to continue it if they have to pay for the water. He stated the Association has an agreement with the City Manager stating they would receive free water and it states no one could cancel it. He stated a former City Manager, David Cockrell, had stated the Association was doing a service to the City since they were mowing and maintaining the property and not the City having to do it and felt providing the water was a fair trade.

Ann Duncan, 616 N Caddell Way - addressed the Council regarding the cleaning of drainage ditches stating she lived on property that has a drainage ditch as well as owns property in another area with a drainage ditch and had recently found out that the ditches belong to the property owners and was their responsibility to maintain. She asked the Council to consider a one-time cleaning of the drainage ditches by the City with the property owners being responsible for keeping it clean from that point forward. She also asked if there was any type of monitoring, other than citations, that could be performed as some of the debris that ends up in her part of the ditch is carried by rainfall from another area. She stated she did not want to turn in her neighbors, but wanted to see what could be done when that happens.

Mayor Adams stated he could not say right now if the City will be able to clean the ditches at this time, but advised her to set up a meeting with the Assistant City Manager and City Manager to voice her concerns as the City progresses through this. He also stated there was quite a bit in Code that could address the debris problem and the City would work to educate the citizens on it.

Ben VanVactor, 709 N. Chisholm Trail Way, addressed the Council stating he had met with **City Manager Tim Rooney** to discuss the beautification meters stating it was a good meeting and appreciated his time. He stated he lived close to the park area discussed by Mr. Bob Battles earlier and wondered if there might be other options in order for the City to keep the beautification meters, but not under the same conditions. He provided a couple of options such as watering only June through August or lowering the number of free gallons per month. He stated he knows the City has a fiscal responsibility and everyone needs to work together, but wanted to see if a more scientific study could be performed regarding the facts and figures providing a more accurate cost. He stated this program makes the City more attractive to visitors and businesses which in turn helps bring in more money which also supports infrastructure.

Mayor Adams stated the cost had been calculated with 50,000 gallons equaling a little over \$300 per meter.

Coeta Morrell, 1500 E Lily Lane, addressed the Council stating she had lived in Mustang since 1964 and pays her water bill every month with none of it being free. She stated if the City is giving water away, to give some to her stating she's a widow.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

1. Approval of **10/06/15** City Council Minutes.
- *2. Claims List for **FY'16**
3. Approval to Turn **Past Due Library Accounts** over to the Collection Agency.
4. Approval of **ASPCA Adoption Ambassador Program Implementation Grant #2015-1069** to Promote Increased Adoptions of Shelter Animals and to Reduce Shelter Populations through the Use of Community Involvement and Pet Fostering.
5. Approval of **Resolution No. 16-019** Making Changes in the General Fund Budget by Making a Supplemental Appropriation to Increase the 2015-2016 Fiscal Year Budget by \$3,000.

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

AYE: Riley, Staples, Jones, Hagan, Schweinberg, Adams

NAY: None

G. INFORMATION/REPORTS

1. City Manager

City Manager Rooney stated the City Manager's report was included in the Council packets and is available online on the City's website at www.cityofmustang.org.

Mayor Adams requested an update on the Mustang Road widening project.

Assistant City Manager Battles stated the preliminary plans were in hand and currently waiting on the meeting with ODOT stating he thought the meeting would occur in October, but waiting to hear back from them. He stated the City wanted to make certain ODOT was onboard before going to the public as ODOT would be picking up a major portion of the cost.

Battles stated realistically, the project would not begin until the summer of 2017 in order to work around the school's schedule as much as possible and there are other actions to perform before the widening starts such as utility relocation. He stated the City would keep residents in the loop and hold public meetings.

Councilman Schweinberg asked what the projected completion date was of the road and parking lot installation at Wild Horse Park.

Battles stated realistically, it was probably 45 days out taking weather into consideration since rain is forecasted off and on over the next week.

2. City Council

- a. Approval of **Proclamation** Declaring October 18th through 24th as "Friends of Library Week".

Mayor Adams invited representatives of the Friends of the Library to the front where he read the Proclamation and presented it to them.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilwoman Staples**, to approve the **Proclamation** Declaring October 18th through 24th as "Friends of Library Week".

AYE: Riley, Staples, Jones, Hagan, Schweinberg, Adams

NAY: None

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

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

Councilwoman Staples requested the Chisholm Trails Neighborhood Association's concerns be placed on the November Work Session.

Councilman Jones stated he had been in contact with Mr. Winkelman and looked forward to discussing the topic in Work Session.

Councilwoman Hagan stated she and her husband are celebrating 49 years of marriage. She also stated the front of Town Center needed painting as it was faded down to the primer and stated she had visited the Senior Citizen Center's store stating it was fantastic and invited others to visit.

City Manager Rooney stated money was budgeted this year to address painting of the outside of Town Center.

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

Mayor Adams did not have anything to report at this time.

H. DISCUSSION ITEMS

1. **Discussion, Consideration and Possible Action** regarding Approval of Change Order to Contract for Maintenance and Operation of Public Streets and Mowing and Maintenance of Public Parks and Facilities.

Assistant City Manager Battles stated the current Silver Star Construction contract allows for a Project Manager, but states the Manager is not required to be on site during working hours. The change order designates the Project Manager be on site at all times during normal working hours and designates Dale Simpson to that position. He stated Mr. Simpson is currently the full time foreman and Staff has been very happy with him stating he always goes above and beyond the contract. He stated this change increases the contract amount by \$14,000 and if Mr. Simpson leaves Silver Star Construction, the dollar amount reverts back to the old contract amount.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilman Jones**, to Approve the Change Order to Contract for Maintenance and Operation of Public Streets and Mowing and Maintenance of Public Parks and Facilities.

AYE: Riley, Staples, Jones, Hagan, Schweinberg, Adams
NAY: None

J. CITY ATTORNEY'S REPORT

1. **Discussion, Consideration and Possible Action** regarding *Richard Sutton, et al. v. City of Mustang, Oklahoma, et al.*, Case No. CJ-2014-546, 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 Schweinberg** to adjourn to executive session.

AYE: Riley, Staples, Jones, Hagan, Schweinberg, Adams
NAY: None

TIME ADJOURNED to Executive Session: **7:34 p.m.**

MAYOR ADAMS called the meeting back in session.

AYE: Riley, Staples, Jones, Hagan, Schweinberg, Adams
NAY: None

Meeting was called back in session at **7:38 p.m.**

In reference to Item J-1 –

MOTION was made by **Mayor Adams**, seconded by **Councilman Schweinberg** to Approve the Confidential Settlement and Authorize the City Manager to Execute Settlement Documents.

AYE: Riley, Staples, Jones, Hagan, Schweinberg, Adams
NAY: None

K. ADJOURNMENT

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

AYE: Riley, Staples, Jones, Hagan, Schweinberg, Adams

NAY: None

The meeting was adjourned at **7:38 p.m.**

Jay Adams, Mayor

Attest:

Lisa Martin, City Clerk

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 MAYOR AND COUNCIL						
16-0843	01-C0108	COWAN GROUP	GENERAL ENGINEERING SERV	10/2015	2101	330.50
16-0676	01-C0245	CRAWFORD & ASSOCIATES, PC	GASB 68 STATEMENTS	10/2015	9381	465.00
16-0003	01-H0045	STEVEN HUDDLESTON	COURT APPEARANCES	10/2015	201510262014	1,600.00
16-0016	01-W0001	WHEATLEY, SEGLER, OSBY & MIMONTHLY	RETAINER FEES	10/2015	16215	2,284.75
DEPARTMENT TOTAL:						4,680.25
DEPARTMENT: 11 CITY MANAGER						
16-0455	01-B0186	JUSTIN BATTLES	TUITION REIMBURSEMENT	10/2015	201510262035	412.80
16-0853	01-B0186	JUSTIN BATTLES	MILEAGE REIMBURSEMENT	10/2015	201510292049	187.45
16-0816	01-D1082	DELTA DENTAL	RETIREE INSURANCE	10/2015	201510262010	333.20
16-0837	01-M0163	LISA MARTIN	MILEAGE FOR OMCTFOA CONF.	10/2015	201510272039	292.10
16-0112	01-M0180	MUSTANG CHAMBER OF COMMER	BUSINESS LUNCHEON MEETING	10/2015	11494	48.00
16-0560	01-O1074	OSU-OKC	REGISTRATION OMCTFOA	10/2015	V0000942	199.00
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	10/2015	201510262018	100.00
16-0817	01-U0220	USAVISION GROUP ACCOUNTS	RETIREE INSURANCE	10/2015	201510262011	39.00
DEPARTMENT TOTAL:						1,611.55
DEPARTMENT: 12 LIBRARY						
16-0094	01-B1023	BAKER N TAYLOR	BOOKS FOR COLLECTION	10/2015	5013817418	16.89
16-0095	01-B1023	BAKER N TAYLOR	CHILDRENS MATERIALS	10/2015	5013817416	43.55
16-0523	01-B1023	BAKER N TAYLOR	CHILDRENS MATERIALS	10/2015	5013817419	15.84
16-0532	01-C0275	HAL DEAN SMITH	720 PENCILS - PROMOTIONS	10/2015	3495	152.95
16-0091	01-M0263	MIDWEST TAPE, LLC	CHILDRENS AUDIO & DVD MAT	10/2015	93257052	483.15
16-0092	01-M0263	MIDWEST TAPE, LLC	NONPRINT MATERIALS	10/2015	93246676	84.72
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	10/2015	201510262018	17.00
16-0800	01-S0257	EILEEN ST. PIERRE, PHD, CFAWILLS & TRUSTS	WORKSHOP	10/2015	201510262023	100.00
DEPARTMENT TOTAL:						914.10
DEPARTMENT: 13 PARKS AND RECREATION						
16-0007	01-A0114	PHIL & HELEN SCHUMINSKY	MUSSTORAGE SERVICES	10/2015	201510272042	87.00
16-0799	01-F0111	SARAH FOSTER	REFUND FOR CANCELLED PROG	10/2015	60530	40.00
16-0612	01-F1049	FORE WHEEL GOLF CARS	GOLF CARTS FOR WESTERN DA	10/2015	13254	280.00
16-0696	01-F6632	FUN TIME ENTERTAINMENT	INFLATABLES FOR SPOOKTACU	10/2015	2015-01111	400.00
16-0730	01-G0063	LAWRENCE GRECH	SPECIAL EVENT - HULK APP.	10/2015	882	200.00
16-0851	01-G0197	LIZA GHANAATI	REFUND FOR BASKETBALL	10/2015	201510292046	35.00
16-0827	01-P0092	MIGUEL PACHECO	REFUND ON ROOM RENTAL	10/2015	201510262034	525.00
16-0170	01-P0103	TERESA PENDELL	TABLE CLOTHS FOR EVENT	10/2015	201510272040	24.00
16-0745	01-P0103	TERESA PENDELL	TABLECLOTH FOR EVENT	10/2015	201510272041	115.00
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	10/2015	201510262018	225.00
16-0828	01-R0133	NANCY REDDING	REFUND OF ROOM RENTAL	10/2015	201510262033	95.00
16-0058	01-R0158	RC SYSTEMS, INC	SOFTWARE ANNUAL SUPPORT	10/2015	16508	550.00
16-0751	01-R0177	GERALD P. RILEY	LEATHER MASK MAKING	10/2015	201510262022	350.00
16-0444	01-S0236	SWANK MOTION PICTURE	MOVIE LICENSE FOR EVENT	10/2015	2097808	375.00
16-0202	01-S0328	SPRINT SOLUTIONS, INC	ASP/CAMP CELL PHONES	10/2015	597274785-090	155.56
DEPARTMENT TOTAL:						3,456.56

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15 GENERAL GOVERNMENT						
16-0007	01-A0114	PHIL & HELEN SCHUMINSKY	MUSSTORAGE SERVICES	10/2015	201510272042	230.00
16-0315	01-C0278	COX COMMUNICATIONS	TELEPHONE/INTERNET	10/2015	201510262019	6,522.35
16-0010	01-I0015	INC00DE	WEBSITE FEES, U.B., COURT	10/2015	025-138506	250.00
16-0004	01-K0127	KG HOLDINGS	INCENTIVE PAY	10/2015	201510262015	4,833.33
16-0028	01-P1051	PITNEY BOWES	BULK POSTAGE	10/2015	201510262021	5,449.16
16-0029	01-S0173	STANDLEY SYSTEMS	COPIER LEASE/USAGE	10/2015	549945	453.22
DEPARTMENT TOTAL:						17,738.06
DEPARTMENT: 18 TOWN CENTER						
16-0706	01-B0210	BURGESS BUILDING COMPANY,	LOPERABLE PARTITION	10/2015	4487-1	960.00
16-0765	01-C0098	COMMERCIAL SERVICES CORPORA	MAINTENANCE ON HVAC'S	10/2015	17289	1,100.00
16-0752	01-M0128	MAC FIRE SYSTEMS, INC	OCT. FIRE INSPECTIONS	10/2015	102910	561.00
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	10/2015	201510262018	42.00
16-0282	01-S1002	STERLING J. BEECROFT, LLC	REPAIRS @ AQUATICS/T.C.	10/2015	4083	454.00
16-0276	01-S1165	INTERLINE BRANDS, INC	LIGHTS, TRASH BAGS, SUPPL	10/2015	349635813	418.26
DEPARTMENT TOTAL:						3,535.26
DEPARTMENT: 19 BALL COMPLEX						
16-0114	01-A0110	ALL SEASON BUILDING SUPPLY,	ITEMS FOR SPORTS COMPLEX	10/2015	41192	228.85
16-0474	01-B0154	ICE MAKER SALES & SERVICE,	FREEZER REPAIR	10/2015	1039284	310.00
16-0070	01-F0078	FIRST CHOICE COFFEE	COFFEE FOR CONCESSIONS	10/2015	838894	305.50
16-0394	01-I1119	STEPHEN WHOLESALE CO, INC.	FOOD FOR CONCESSIONS	10/2015	6384227	612.88
16-0609	01-P0144	BOTTLING GROUP, LLC	DRINKS FOR CONCESSION	10/2015	26593759,04946456-	1,544.11
16-0780	01-P0144	BOTTLING GROUP, LLC	FOUNTAIN DRINKS FOR CONCE	10/2015	26593759-	700.64
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	10/2015	201510262018	83.00
16-0494	01-S0093	SMART TECHNOLOGIES INC	LINES FOR CONCESSION	10/2015	716633	385.00
16-0071	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	10/2015	349635805	369.15
16-0781	01-W0098	WORTH INC.	BATS FOR TOURNAMENT	10/2015	83316121	1,690.12
DEPARTMENT TOTAL:						6,229.25
DEPARTMENT: 20 AQUATICS						
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	10/2015	201510262018	33.00
DEPARTMENT TOTAL:						33.00

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 21 FINANCE						
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	10/2015	201510262018	83.00
DEPARTMENT TOTAL:						83.00
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
16-0123	01-C0020	CANADIAN COUNTY CLERK	FILING FEES FOR ABATEMENT	10/2015	R431094	13.00
16-0742	01-M0286	JIMANI VENTURES, INC	OIL CHANGES	10/2015	235479	25.99
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	10/2015	201510262018	125.00
16-0121	01-V0050	CELLCO PARTNERSHIP	CELL PHONE BILL	10/2015	201510292048	230.26
DEPARTMENT TOTAL:						394.25
DEPARTMENT: 41 POLICE						
16-0835	01-A0173	ASSOC. OF PUBLIC SAFETY	COMMEMBERSHIP RENEWAL	10/2015	201510292050	92.00
16-0834	01-B0078	JANA LEIGH BRENCE	MILEAGE REIMBURSEMENT	10/2015	201510262032	141.45
16-0689	01-B030	BOB BARKER CO., INC.	JAIL SUPPLIES	10/2015	WEB000393811	45.39
16-0616	01-N0137	NORTHERN SAFETY, CO	FACEMASK ADAPTERS	10/2015	901638952	66.24
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	10/2015	201510262018	1,163.00
16-0168	01-S0330	STREETS LLC MECHANICAL	CONTHEAT & AIR MAINTENANCE	10/2015	S43-1015	5,003.25
16-0166	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	10/2015	201510262030	801.20
16-0184	01-W0020	WALMART COMMUNITY BRC	SUPPLIES, MAINTENANCE, EQ	10/2015	201510262038	234.26
DEPARTMENT TOTAL:						7,546.79
DEPARTMENT: 42 ANIMAL CONTROL						
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	10/2015	201510262018	4.00
16-0166	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	10/2015	201510262030	64.14
16-0184	01-W0020	WALMART COMMUNITY BRC	SUPPLIES, MAINTENANCE, EQ	10/2015	201510262038	113.36
DEPARTMENT TOTAL:						181.50
DEPARTMENT: 51 FIRE						
16-0808	01-A0110	ALL SEASON BUILDING SUPPLY,	BUILDING REPAIRS	10/2015	45584	21.06
16-0263	01-C0065	CASCO INDUSTRIES, INC.	FIRE BADGES, BRASS	10/2015	161057	78.00
16-0542	01-C0065	CASCO INDUSTRIES, INC.	BUNKER COAT, PANTS, BOOTS	10/2015	161247	10,051.00
16-0571	01-C0065	CASCO INDUSTRIES, INC.	HYDRANT GATE VALVE, HELME	10/2015	160958	370.00
16-0631	01-C0065	CASCO INDUSTRIES, INC.	2-MAN HOSE ROLLERS	10/2015	161142	425.00
16-0137	01-C1118	GLOBAL BUSINESS, INC.	CLEANING OF CLASS UNIFORM	10/2015	L47116	11.40
16-0782	01-O0227	OVERHEAD DOOR COMPANY OF	OKREPAIR DOOR #2	10/2015	251958	170.00
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	10/2015	201510262018	1,250.00
16-0541	01-S0088	SPECIAL OPS UNIFORMS, INC	NEW UNIFORM FOR EMPLOYEE	10/2015	240000	648.99
16-0548	01-W0020	WALMART COMMUNITY BRC	MISC. CHARGES	10/2015	201510262036	68.00
16-0717	01-W0020	WALMART COMMUNITY BRC	MISC. SUPPLIES	10/2015	201510262037	14.97
DEPARTMENT TOTAL:						13,108.42
FUND TOTAL:						59,511.99

FUND: 04 - IMPOUND FEE FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 41 POLICE - IMPOUND

16-0510	01-A0084	C.W.COOK INC.	PHOTO ID PRINTER, RIBBONS	10/2015	103906	745.00
---------	----------	---------------	---------------------------	---------	--------	--------

DEPARTMENT TOTAL: 745.00

FUND TOTAL: 745.00

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
16-0746	01-H4401	HUNTER PLUMBING	PLUMBING & FIXTURES @ FOO	10/2015	1247	11,486.85
DEPARTMENT TOTAL:						11,486.85
FUND TOTAL:						11,486.85

FUND: 07 - LIBRARY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07 ADMINISTRATION						
16-0475	01-P0104	PEAK METHODS INC.	WIRELESS ACCESS PTS, CABL	10/2015	43878	6,701.88
16-0709	01-S0010	SAM'S CLUB	BEVERAGES FOR RESALE	10/2015	201510282045	85.62
16-0800	01-S0257	EILEEN ST. PIERRE, PHD, CFAWILLS & TRUSTS WORKSHOP		10/2015	201510262023	242.00
DEPARTMENT TOTAL:						7,029.50
FUND TOTAL:						7,029.50

FUND: 14 - STREET/DRAINAGE IMP

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
16-0842	01-M0188	MESHEK & ASSOCIATES	REVIEW OF DRAINAGE ISSUE	10/2015	3326	2,155.00
DEPARTMENT TOTAL:						2,155.00
FUND TOTAL:						2,155.00

FUND: 27 - DEBT SERVICE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 08 G O BONDS

16-0032	01-B0042	BANK OF OKLAHOMA	2012 GO BONDS	10/2015	201510262029	29,760.00
---------	----------	------------------	---------------	---------	--------------	-----------

DEPARTMENT TOTAL: 29,760.00

FUND TOTAL: 29,760.00

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 PARK AND RECREATION						
16-0150	01-C2231	CORY'S AUDIO VISUAL SERVICES	SOUND EQUIPMENT FOR AEROB	10/2015	183684	388.66
16-0484	01-C2231	CORY'S AUDIO VISUAL SERVICE	UPGRADE SOUND SYSTEM	10/2015	183685	969.57
DEPARTMENT TOTAL:						1,358.23
DEPARTMENT: 18 TOWN CENTER						
16-0110	01-S0085	SILVER STAR CONSTRUCTION	COROADWAY & PARKING LOTS	10/2015	23299A	12,209.24
DEPARTMENT TOTAL:						12,209.24
DEPARTMENT: 19 BALL COMPLEX						
16-0838	01-A0292	ACME BRICK COMPANY	BRICK FOR SOCCER CONCESSI	10/2015	8529622 RI	2,858.63
16-0839	01-T0114	TRINITY BRICK SALES	MASONRY ANGLE IRON	10/2015	259119	3,402.71
DEPARTMENT TOTAL:						6,261.34
DEPARTMENT: 41 POLICE						
16-0510	01-A0084	C.W.COOK INC.	PHOTO ID PRINTER, RIBBONS	10/2015	103906	10,615.00
DEPARTMENT TOTAL:						10,615.00
FUND TOTAL:						30,443.81

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
16-0822	01-C1180	COMMUNITY HOSPITAL	WORKERS COMP CLAIM	10/2015	201510262026	1,273.29
16-0825	01-E0007	EMERGENCY PHYSICIANS OF MIDWORKERS	COMP CLAIM	10/2015	201510262028	88.73
16-0821	01-M0287	MCMC, LLC	WORKERS COMP CLAIM	10/2015	201510262025	422.98
16-0820	01-M1044	MODERN MEDICAL, INC	WORKERS COMP CLAIM	10/2015	201510262024	153.17
16-0823	01-T024	THE PHYSICIANS GROUP, LLC	WORKERS COMP CLAIM	10/2015	201510262027	4,127.15
DEPARTMENT TOTAL:						6,065.32
FUND TOTAL:						6,065.32

OCTOBER 2015**VISA**

511	CITY MANAGER	\$ 1,600.00
512	LIBRARY	\$ 3,500.00
513	PARKS & RECREATION	\$ 4,000.00
515	GENERAL GOVERNMENT	\$ 3,000.00
518	TOWN CENTER	\$ 5,000.00
521	FINANCE	\$ 229.00
531	COMM. DEV.	\$ 130.00
541	POLICE	\$ 2,500.00
551	FIRE	\$ 500.00
	TOTAL	\$ 20,459.00

October 2015 PAYROLL

<u>DEPT</u>		
511	CITY MANAGER	\$ 45,018.49
512	LIBRARY	\$ 40,353.78
513	PARKS & RECREATION	\$ 83,187.34
518	TOWN CENTER	\$ 7,105.87
519	BALL COMPLEX	\$ 27,201.13
520	AQUATICS	\$ 4,929.15
521	FINANCE	\$ 64,081.72
531	COMMUNITY DEVELOPMENT	\$ 47,743.85
541	POLICE	\$ 281,566.55
542	ANIMAL CONTROL	\$ 5,787.70
543	OHSO GRANT	\$ 1,877.44
551	FIRE	\$ 187,518.78
TOTAL		\$ 796,371.80

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

- 1. ITEM NO.** F-3
- 2. DATE** November 3, 2015
- 3. TITLE:** Approval to turn past due utility accounts over to the collection agency.
- 4. COUNCIL ACTION:** Approve or Deny
- 5. INITIATOR:** Janet Watts, Finance Director,
- 6. BACKGROUND:** The attached utility accounts are past due and need to be sent to collections. Total balance is \$5,063.69 excluding collection agency fees.
- 7. STAFF SOURCE:** Janet Watts
- 8. FINANCIAL IMPACT:** Bad debt write-off of \$5,063.69
- 9. STAFF COMMENTS:** Recommends turning accounts over to collections.
- 10. CITY ATTORNEY'S COMMENTS:**
- 11. RESOLUTION/ORDINANCE NO.** N/A

JANA FERRELL - COLLECTIONS

11/03/2015

ACCOUNT NUMBER	NAME	SERVICE ADDRESS	MAILING ADDRESS	BALANCE	AGENCY FEE	TOTAL FEE
15-0209-09-0 START DATE: 6-3-14 FINAL DATE: 9-1-15	BAILEY, ELEONORA	613 E GREENWOOD LN MUSTANG, OK 73064	613 E GREENWOOD LN MUSTANG, OK 73064	\$ 134.95		
09-0290-08-0 START DATE: 7-1-14 FINAL DATE: 9-1-15	BOYD, JARROD	741 W PERRY DR MUSTANG, OK 73064	741 W PERRY DR MUSTANG, OK 73064	\$ 170.38		
13-0109-03-0 START DATE: 8-24-11 FINAL DATE: 8-14-15	BUCKNER, DORMA	713 N PINE BRANCH WAY MUSTANG, OK 73064	713 N PINE BRANCH WAY MUSTANG, OK 73064	\$ 270.56		
09-0307-01-0 START DATE: 7-2-04 FINAL DATE: 8-31-15	CALLAHAN, KATHERINE	600 S PHILBROOK TERR MUSTANG, OK 73064	1121 SE 33RD TERR CAPE CORAL, FL 33904	\$ 111.23		
13-0507-07-0 START DATE: 8-17-10 FINAL DATE: 8-14-15	CARPENTER, MATT	413 W PINES WAY MUSTANG, OK 73064	413 W PINES WAY MUSTANG, OK 73064	\$ 163.22		
18-0531-04-0 START DATE: 9-5-14 FINAL DATE: 8-31-15	CLEMENTS, KC & JOHN	1840 E SH 152 MUSTANG, OK 73064	1840 E SH 152 MUSTANG, OK 73064	\$ 206.09		
15-0294-11-0 START DATE: 12-12-14 FINAL DATE: 8-21-15	COLEMAN, KAYLIE & YOUNG, KRISTOFER	612 S CASTLE RIDGE LN MUSTANG, OK 73064	1244 N SAINT CLAIRE AVE OKC, OK 73107	\$ 137.23		
17-0243-01-0 START DATE: 2-15-07 FINAL DATE: 9-17-15	COX, JANICE	608 S KAYLEE LN MUSTANG, OK 73064	10329 EXTER AVE YUKON, OK 73099	\$ 30.35		
04-0077-05-0 START DATE: 5-27-14 FINAL DATE: 9-1-15	CURRIE, DARA	612 N ROBIN WAY MUSTANG, OK 73064	612 N ROBIN WAY MUSTANG, OK 73064	\$ 154.12		
21-0068-06-0 START DATE: 1-30-15 FINAL DATE: 9-8-15	DOVE, CORTNEY & KYLE	220 N CANADIAN TERR MUSTANG, OK 73064	609 W GREENWOOD CT MUSTANG, OK 73064	\$ 44.82		
15-0141-04-0 START DATE: 12-8-14 FINAL DATE: 8-18-15	HENDERSON, PAYL & CHRISTIN	536 E KATELYN LANE MUSTANG, OK 73064	536 E KATELYN LANE MUSTANG, OK 73064	\$ 165.16		
10-0032-03-0 START DATE: 3-18-15 FINAL DATE: 9-9-15	HYSELL, DEBORAH	418 W LINDEN DR MUSTANG, OK 73064	418 W LINDEN DR MUSTANG, OK 73064	\$ 195.41		
17-0078-10-0 START DATE: 3-17-15 FINAL DATE: 9-2-15	JENKINS, PALLAS	320 E LINDEN LN MUSTANG, OK 73064	10132 BIRKENHEAD CT YUKON, OK 73099	\$ 78.95		
05-0164-14-0 START DATE: 11-25-13 FINAL DATE: 9-14-15	LANTZ, CHRISTOPHER	1224 A W HUNTINGTON WAY MUSTANG, OK 73064	11308 SW 5TH ST YUKON, OK 73099	\$ 96.40		
18-0047-04-0 START DATE: 8-27-07 FINAL DATE: 8-18-15	JESKO, WAYNE	2412 E SH 152 MUSTANG, OK 73064	2412 E SH 152 MUSTANG, OK 73064	\$ 187.28		
17-0216-08-0 START DATE: 7-1-14 FINAL DATE: 8-17-15	LOPEZ, CECILIA	601 S HILLCREST CT LN MUSTANG, OK 73064	1008 CHICORY LN BLOOMINGTON, IL 61704	\$ 97.22		
07-0178-10-0 START DATE: 7-18-11 FINAL DATE: 8-18-15	MATTHEWS, LAURA	851 W FOREST DR MUSTANG, OK 73064	1421 N MORGAN RD MUSTANG, OK 73064	\$ 85.00		
15-0157-03-0 START DATE: 7-13-07 FINAL DATE: 9-14-15	MOSS, LES	624 E KATELYN LANE MUSTANG, OK 73064	624 E KATELYN LANE MUSTANG, OK 73064	\$ 195.84		
22-0289-09-0 START DATE: 8-17-07 FINAL DATE: 8-18-15	MOTLEY, JUNE	1005 N JEFFERSON TERR MUSTANG, OK 73064	1005 N JEFFERSON TERR MUSTANG, OK 73064	\$ 174.30		
17-0112-03-0 START DATE: 7-18-08 FINAL DATE: 9-15-15	NALLEY, JULIE	325 S BROOKVIEW LN MUSTANG, OK 73064	PO BOX 338 WHEATLAND, OK 73097	\$ 102.04		
15-0284-02-0 START DATE: 9-12-11 FINAL DATE: 8-21-15	OWREY, FRED & ANDREA	716 S CASTLE RIDGE LN MUSTANG, OK 73064	712 SW 81ST OKC, OK 73139	\$ 86.77		
01-0297-04-0 START DATE: 3-26-15 FINAL DATE: 9-9-15	PERFORMANCE PAINTLESS	536 W SH 152 STE 103 MUSTANG, OK 73064	536 W SH 152 STE 103 MUSTANG, OK 73064	\$ 300.01		
18-0086-11-0 START DATE: 4-20-15 FINAL DATE: 8-18-15	PROCK, COURTNEY	1814 E SH 152 MUSTANG, OK 73064	1814 E SH 152 MUSTANG, OK 73064	\$ 155.98		
21-0133-01-0 START DATE: 8-24-12 FINAL DATE: 9-15-15	SPENCER, DICK & APRIL	716 N MITCHELL TERR MUSTANG, OK 73064	2067 CR 1267 TUTTLE, OK 73089	\$ 22.77		

10-0051-00-0	THOMPSON, SHAWN	541 S WOODLAND DR	PO BOX 850242	\$ 97.69
START DATE: 5-6-98		MUSTANG, OK 73064	YUKON, OK 73085	
FINAL DATE: 8-18-15				
10-0052-12-0	WALCH, LAURA	535 S WOOD LAND DR	535 S WOODLAND DR	\$ 232.14
START DATE: 12-3-14		MUSTANG, OK 73064	MUSTANG, OK 73064	
FINAL DATE: 9-1-15				
21-0197-16-0	WARD, BRANDYN L	2021 EAST HILL TERR	21872 SE 29TH ST	\$ 42.49
START DATE: 7-11-14		MUSTANG, OK 73064	HARRAH, OK 73045	
FINAL DATE: 9-3-15				
09-0233-09-0	WEINRICH, MANDY	810 W FORSTER DR	810 W FORSTER DR	\$ 327.45
START DATE: 11-14-11		MUSTANG, OK 73064	MUSTANG, OK 73064	
FINAL DATE: 9-9-15				
22-0444-04-0	WILLIAMSON, DEBBIE & GARY	221 S CHALYN LN	221 S CHALYN LN	\$ 189.36
START DATE: 8-19-14		MUSTANG, OK 73064	MUSTANG, OK 73064	
FINAL DATE: 8-28-15				
21-0095-03-0	WILSON, JUSTIN	722 N CANADIAN TERR	722 N CANADIAN TERR	\$ 269.71
START DATE: 6-1-15		MUSTANG, OK 73064	MUSTANG, OK 73064	
FINAL DATE: 8-28-15				
05-0105-01-0	WINTER, JOSEPH	1012 W DORCHESTER WAY	1012 W DORCHESTER WAY	\$ 303.31
START DATE: 6-21-12		MUSTANG, OK 73064	MUSTANG, OK 73064	
FINAL DATE: 9-1-15				
06-0181-04-0	YEAKLEY, GIDEON	1021 W GLADYS WAY	1021 W GLADYS WAY	\$ 235.46
START DATE: 3-1-12		MUSTANG, OK 73064	MUSTANG, OK 73064	
FINAL DATE: 9-1-15				
ACCOUNTS: 32				
TOTALS: \$ 5,063.69 \$ 1,725.06 \$ 6,653.80				

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. F-4
2. MEETING DATE: November 3, 2015
3. TITLE: Approval of **Resolution No. 16-020**, Calling for Municipal Election for Councilmembers for Wards Two and Four.
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Lisa Martin, City Clerk
6. BACKGROUND:

The City must give notice to the Canadian County Election Board **sixty (60) days** prior to the **primary election** that is to be held on **Tuesday, February 9, 2016**. The **general election**, if necessary, shall be held on **Tuesday, April 5, 2016** to elect the Councilmembers for **Wards Two and Four**.

The filing period for the council seat shall begin on **Monday, December 7, 2015** at **8:00 a.m.** and close on **Wednesday, December 9, 2015** at **4:30 p.m.** and the filing for office shall be with the Secretary of the Canadian County Election Board in El Reno.

7. FINANCIAL IMPACT:
8. STAFF COMMENTS: Recommend Approval
9. STAFF SOURCE: Timothy Rooney, City Manager
10. RESOLUTION / ORDINANCE NO. **16-020**

RESOLUTION NO. 16-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSTANG CALLING FOR A MUNICIPAL ELECTION FOR THE CITY OF MUSTANG, OKLAHOMA, PURSUANT TO ARTICLE 6 OF THE CHARTER OF THE CITY OF MUSTANG, OKLAHOMA AND PROVIDING FOR DATES FOR ELECTIONS AND FILING PERIODS; PROVIDING FOR QUALIFICATIONS; AND PROVIDING FOR THE ELECTION TO BE CONDUCTED BY THE CANADIAN COUNTY ELECTION BOARD

WHEREAS, the Charter of the City of Mustang provides for annual municipal elections for members of the City Council and Mayor; and

WHEREAS, the County Election Board will hold the election.

NOW, THEREFORE, BE IT RESOLVED by the City Council and Mayor of the City of Mustang, Oklahoma as follows:

That a primary election shall be held on **Tuesday, February 9, 2016** to nominate candidates for **Councilmembers for Ward Two and Ward Four** for a three-year term. The **Councilmembers** will be elected by qualified voters in their respective Wards.

That a general election shall be held on **Tuesday, April 5, 2016** to elect the candidates for **Councilmembers for Ward Two and Ward Four**. The **Councilmembers** will be elected by qualified voters in their respective Wards.

That the elections shall in all respects be governed by the Charter of the City of Mustang, Oklahoma concerning candidate's qualifications, and shall be nonpartisan.

That if there should be no candidates or questions to be voted upon at the primary or general election, then said election shall not be held.

That the period for filing for the office of Councilmembers shall begin on **Monday, December 7, 2015 at 8:00 a.m. and close on Wednesday, December 9, 2015 at 4:30 p.m.*** Filing for office shall be with the Secretary of the Canadian County Election Board in El Reno, Oklahoma.

On the dates of the election as designated by the Canadian County Election Board the polls shall remain open continuously from 7:00 a.m. to 7:00 p.m.

BE IT FURTHER RESOLVED, that absentee ballots will be provided in accordance with state law.

Resolution No. 16-020
Page Two

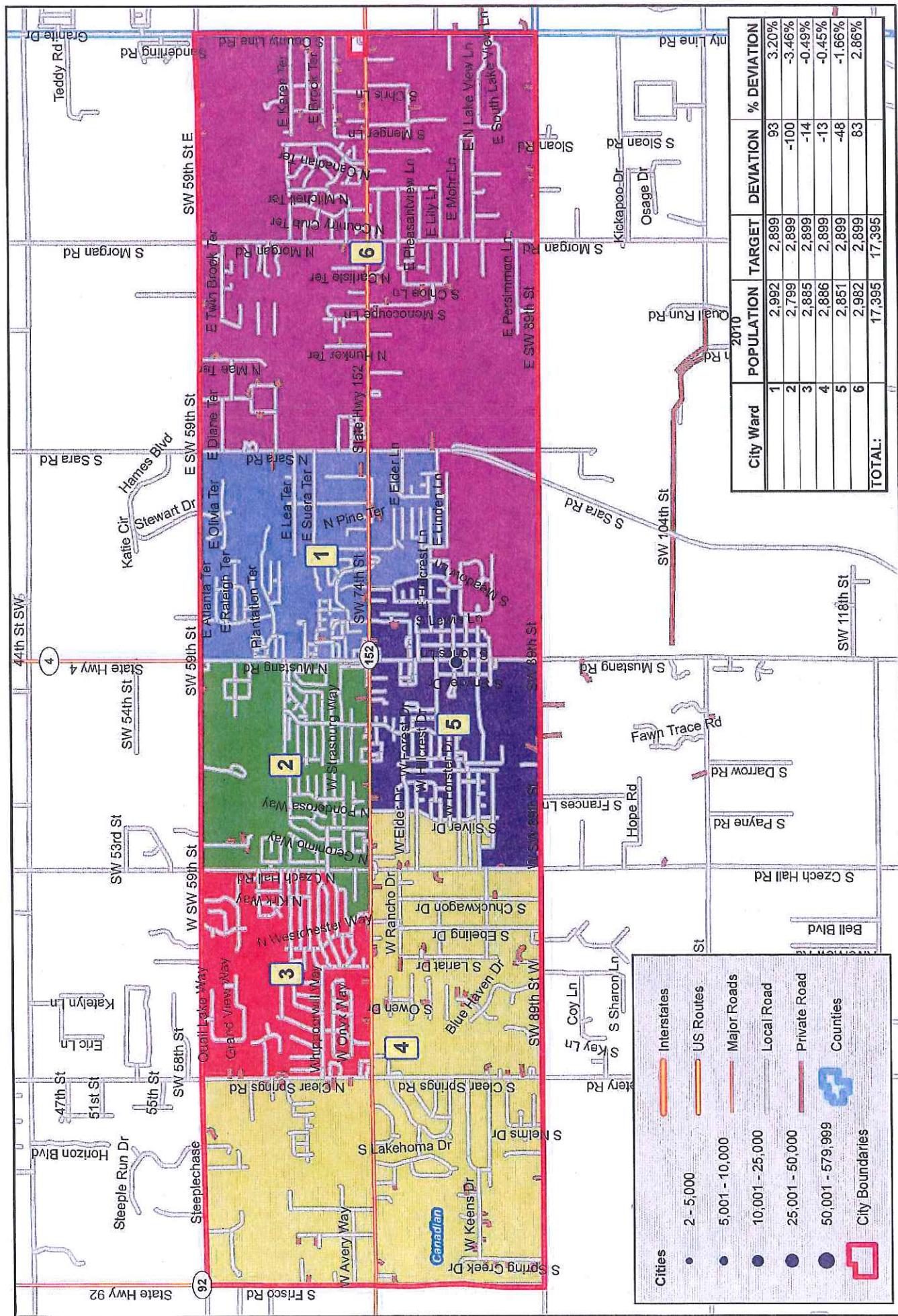
This is to certify that the above and foregoing Resolution was duly **ADOPTED AND APPROVED** by the City Council and Mayor of the City of Mustang this 3rd day of November, 2015.

Jay Adams
Mayor

Attest:

Lisa Martin
City Clerk

*NOTE: Filing begins no earlier than 8:00 a.m. on the first Monday in December and ends no later than 4:30 p.m. on the next succeeding Wednesday (three full days) with the Secretary of the County Election Board prior to the primary election. Also, 60 days notice of Election must be given to the Election Board by filing approved copies of this Resolution.



City of Mustang

Total Population: 17,395

Ideal Population: 2,899

September 14 Proposal #2

Oklahoma House GIS Office: August, 2011

0.5 0.25 0 0.5 Miles



CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NUMBER F-5
2. MEETING DATE: November 3, 2015
3. TITLE: Acceptance of Oklahoma Universal Service Fund (OUSF) matching grant in the amount of \$1,109.76 for Library's 50 Mbps Internet access through Cox Oklahoma Telecom, LLC. Grant is for fiscal year 2015-2016.
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Desiree Webber, Library Director
6. BACKGROUND: The Library changed its Internet service provider to Cox Oklahoma Telecom and is now receiving Internet access bandwidth of 50 Mbps. The Library Director applied for and received a federal E-Rate grant for 50% of the cost. The OUSF grant from the Corporation Commission will provide the other 50%. These combined grants will pay 100% of the Library's high-speed Internet access.
7. FINANCIAL IMPACT: \$0.00 financial impact to the City of Mustang.
8. STAFF COMMENTS: Recommend approval. The Federal E-Rate and OUSF grants make it possible for the Mustang Library to provide high speed Internet access for services such as the online catalog, customer Internet use, customer WI-FI use, the computer-training lab, and online databases.
9. STAFF SOURCE: Desiree Webber, Library Director
10. CITY ATTORNEY COMMENTS
11. RESOLUTION/ORDINANCE NUMBER _____

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. G.2a.1

2. MEETING DATE: NOVEMBER 3, 2015

3. TITLE: RE-APPOINTMENT OF TWO COMMISSIONERS TO THE MUSTANG PLANNING COMMISSION

4. COUNCIL ACTION: Re-Appoint Two Commissioners to the Mustang Planning Commission

5. INITIATOR: Melissa Helsel, Community Development Director

COMMENTS & FACTS: The terms for Planning Commissioners expire on November 1st of each year.

This year, the terms for Planning Commissioners Brett Brown, Billy McDaniel and Jesse Bratton are expiring. Only Mr. McDaniel and Mr. Bratton have expressed a desire to be reappointed.

7. FINANCIAL IMPACT: none

8. STAFF COMMENTS: Staff recommends the re-appointment of Mr. McDaniel and Mr. Bratton to the Mustang Planning Commission.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

**PLANNING COMMISSION MEMBERS
AS OF MARCH 17, 2105**

Brad Homer
632 W. Alamo Way
376-5292
WARD II
bhomer1@sbcglobal.net

VICE CHAIRMAN
TERM EXPIRES 11-01-17

Brett Brown
1601 W English Way
WARD III
494-7094
brettbrownrts@gmail.com

TERM EXPIRES 11-01-15

Dan Hix
1513 W Quail Lake Way
HP 376-6536
WP 376-9888
WARD III
dan.hix@doc.state.ok.us

SECRETARY
TERM EXPIRES 11-1-17

Jerry Brown
215 E. Haven Lane
HP 912-3333
CP 812-3333
WARD V
jerrybrown57@att.net

TERM EXPIRES 11-1-16

Jan Yakish
1359 E. Eagle Nest Terrace
Cell # 503-7742
WARD VI
gjyak@aol.com

TERM EXPIRES 11-01-16

Billy McDaniel
315 S. Menger Lane
HOME: 745-2912
WORK: 879-5678
CELL: 388-1970
WARD VI
mcdaniel@comfedou.org

CHAIRMAN
TERM EXPIRES 11-01-15

Jesse Bratton
616 E Olivia Terrace
CELL: 202-8699
WARD I
Jesse.Bratton@okdhs.org

TERM EXPIRES 11-1-15

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. G.2.a.2

2. MEETING DATE: NOVEMBER 3, 2015

3. TITLE: APPOINTMENT OF ONE COMMISSIONER TO THE MUSTANG PLANNING COMMISSION

4. COUNCIL ACTION: Appoint One New Commissioner to the Mustang Planning Commission

5. INITIATOR: Melissa Helsel, Community Development Director

COMMENTS & FACTS: The terms for Planning Commissioners expire on November 1st of each year.

This year, the terms for Planning Commissioners Brett Brown, Billy McDaniel and Jesse Bratton are expiring. Only Mr. McDaniel and Mr. Bratton have expressed a desire to be reappointed. Mr. Brown has asked to be transferred to the Board of Adjustment.

We have received an application from Darrell Johnson of 906 N. Kirk Way who is very interested in serving on the Planning Commission. His was the only application received. Please see attached resume.

Mr. Johnson resides in the same ward as the Commissioner who is vacating his position, Ward 3.

7. FINANCIAL IMPACT: none

8. STAFF COMMENTS: Staff recommends the re-appointment of Darrell Johnson to the Mustang Planning Commission.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

darrell-johnson @
icloud.com

CITY OF MUSTANG
BOARD OR COMMITTEE RESUME

NAME: Darrell Johnson ADDRESS: 906 N. Kirk Way
PHONE: (405) 777-9477 Mustang, OK 73064

EDUCATION: I have attended Oklahoma State
University and Rose State College with a focus
on General Business.

Additional Subjects Studied: Commercial and residential real
estate development and lending. Construction and
improvements.

WORK EXPERIENCE: I have 17 years of banking and
Credit Union experience with the majority being
in commercial and residential real estate lending.

AFFILIATIONS, HOBBIES, INTERESTS:

Greater Oklahoma City Chamber of Commerce,

REFERENCES: Mindy Thomas - (405) 308-6513

Lee Smith (405) 831-1424, Devin Phillips
(405) 503-3422

I WOULD BE INTERESTED IN SERVING ON THE FOLLOWING BOARD (S) FOR THE CITY OF
MUSTANG:

PLANNING COMMISSION

☒

BOARD OF ADJUSTMENT

☐

PERSONNEL BOARD

☐

LIBRARY BOARD

☐

CAPITAL IMP BOARD

☐

ECONOMIC DEV AUTH

☐

YOUTH ADVISORY COM

☐

(For information concerning the functions of these boards, contact the City Manager's office)

I UNDERSTAND MY APPLICATION OR RESUME IS A MATTER OF PUBLIC RECORD AND SUCH
INFORMATION AS SHOWN ON MY APPLICATION OR RESUME IS RELEASABLE TO THE GENERAL
PUBLIC, ACCORDINGLY PURSUANT TO THE REQUEST BY THE MEDIA AND OTHER MEMBERS OF
THE PUBLIC, SUCH INFORMATION WILL BE RELEASED UPON REQUEST.

2/12/2015
DATE

[Signature]
SIGNATURE

Darrell Johnson

906 North Kirk Way | Mustang, Oklahoma 73064 | 405.777.9477 | darrell_johnson@icloud.com

Objective

To secure a position in the organization that offers challenge and opportunity for my career development and at the same time serve the organization to the best of my capabilities. I would also like to gain new skills while utilizing my past professional experience in a positive team environment.

Employment History

Business Loan Officer – Oklahoma Employees Credit Union Oklahoma City, Oklahoma

November 3, 2014 – Present

- ☐ Individually identified, cultivated, and expanded relationships with prospects using a direct mail strategy.
- ☐ Maintained a network of commercial real estate brokers and CPA's who provided referrals of new clients.
- ☐ Made lending decisions based on the financial stability and industry analysis of commercial clients.
- ☐ Provided financing for commercial real estate construction and purchases for local business owners and investors.
- ☐ Refined skills in developing, preparing, and presenting new loans to meet bank approval and audit stipulations.
- ☐ Used communication skills to prepare commitment letters and credit memorandums for new loan requests.
- ☐ Reviewed financial statements in the process of underwriting new and existing credits and making loan decisions.
- ☐ Became well versed in providing specialized financing to religious and non-profit organizations.
- ☐ Provided portfolio monitoring around existing loans in order to control and understand client past dues and defaults.
- ☐ Worked with commercial real estate while also having a focus on residential and commercial ground up construction.

Business Consultant – First Data Corporation Oklahoma City, Oklahoma

July 14, 2014 – October 31, 2014

- ☐ Partner and provide solutions to the entire First Fidelity Bank footprint using products available from First Data.
- ☐ Meeting with small to medium sized business owner's daily and uncovering pain points in order to offer solutions.
- ☐ Providing payment processing solutions based on customer need with Clover and a full line of FD systems.
- ☐ Discussing the current marketing strategy as well as future strategies with the business and providing solutions.
- ☐ Visiting with owners about their employee management strategies and the way they forecast their overhead cost.
- ☐ Gaining an understanding of how business owner manages their current inventory as well as purchase orders.
- ☐ Working directly with the First Fidelity Bank staff and management daily to increase referral opportunities.
- ☐ Maintaining a Solution Selling approach to match client need with products and services offered by First Data.
- ☐ Successful maintenance of all current First Data clients in my portfolio for retention and profitability purposes.

Regional Merchant Services Officer – Southwestern Oklahoma, BancFirst Moore, Oklahoma

May 6, 2013 – July 14, 2014

- ☐ Provided support in sales of Merchant Service products and services to ten different BancFirst communities.
- ☐ Met daily with business owners, managers, and CEO's in those communities and negotiated contract terms.
- ☐ Succeeded in meeting sales goals as a top performer in my peer group of Regional Merchant Service Officers.
- ☐ Maintained an average of seven Merchant Service Accounts per month with a processing average of \$1.5 million.
- ☐ Built relationships with BancFirst Presidents and their staff in each community to generate new sales leads.
- ☐ Consistently followed an organized business calling plan established for each community and its business owners.
- ☐ Reviewed competitor statements and financial information to understand and explain costs to the client.
- ☐ Worked directly with TransFirst as our Merchant Processing Company to process new merchant applications
- ☐ Determined equipment needs and compatibility requirements for new customers for onboarding purposes.

Assistant Vice President - Banking Center Manager, Bank of America

January 17, 2012 – May 3, 2013

Oklahoma City, Oklahoma

- ☐ Managed the closing responsibilities successfully for my office which was permanently closed on March 8, 2013.
- ☐ Expanded current relationships and developed new relationships using call lists and sales leads.
- ☐ Cultivated new relationships with consumer and small business customers utilizing banking services.
- ☐ Provided leadership in sales and operations to a staff of five to seven associates in a full service branch.
- ☐ Built relationships with sales partners by referring new mortgage and merchant service leads.
- ☐ Identified new financial planning clients and referred them to my financial planning partners.
- ☐ Mentored direct reports to improve their overall sales skills through coaching and demonstration.
- ☐ Managed the overall profitability of the banking center to meet and exceed profitability goals.
- ☐ Prepared and communicated performance evaluations and salary adjustments to staff members.
- ☐ Delivered disciplinary action and notice of termination to underperforming employees.

Vice President – Business Banker, First Citizens Bank

March 31, 2008 – January 17, 2012

Oklahoma City, Oklahoma

- ☐ Mined and called on local businesses with a primary focus on the professional community to sell banking services.
- ☐ Called on and met with an estimated twenty business owners per week in order to develop a new book of business.
- ☐ Individually identified, cultivated, and expanded relationships with prospects using a direct mail strategy.
- ☐ Maintained a network of commercial real estate brokers and CPA's who provided referrals of new clients.
- ☐ Cross sold new deposit and treasury management opportunities with each new loan opportunity.
- ☐ Made lending decisions based on the financial stability and industry analysis of commercial clients.
- ☐ Provided financing to commercial clients with lending needs of \$1.5 million dollars or less.
- ☐ Refined skills in developing, preparing, and presenting new loans to meet bank approval and audit stipulations.
- ☐ Built a commercial loan portfolio by achieving my \$750,000 per month lending goal over a period of four years.
- ☐ Used communication skills to prepare commitment letters and credit memorandums for new loan requests.
- ☐ Reviewed financial statements in the process of underwriting new and existing credits and making loan decisions.
- ☐ Became well versed in providing specialized financing to religious and non-profit organizations.
- ☐ Provided portfolio monitoring around existing loans in order to control and understand client past dues and defaults.
- ☐ Worked on several different construction projects including building modifications and ground up construction.
- ☐ Provided quick turnaround time during loan application process with a decision communicated within 48 hours.

Assistant Vice President – Business Banker, Chase Bank

October 22, 1997 – March 28, 2008

Oklahoma City, Oklahoma

- ☐ Top sales performer as both a Business Banker and Personal Banker during my tenure with Chase
- ☐ Increased my client base by adding 15 new prospects to my portfolio each month through referrals and prospecting.
- ☐ Managed an affluent bank and investment portfolio of approximately 3,500 accounts.
- ☐ Sold a minimum of four new merchant service accounts per month through Chase Paymentech.
- ☐ Obtained my Series 6, Series 63, and Oklahoma Insurance License through self-study.
- ☐ Responsible for branch operations and audit compliance during 4 years of my tenure.
- ☐ Gained sales management experience by managing a sales team of 12 associates.
- ☐ Traveled to various Chase markets to serve as an expert during core system conversions.
- ☐ Prepared and communicated written performance reports and salary adjustments to direct reports.
- ☐ Averaged monthly a total of \$650,000 in small business lending every month as a Business Banker.
- ☐ Sourced new Treasury Management clients utilizing the products made available to me at Chase.

Community Involvement

Ambassador, Greater Oklahoma City Chamber of Commerce *Oklahoma City, Oklahoma*

February 8, 2006 – January 17, 2012

- ☐ Attended grand opening ceremonies for new chamber members.
- ☐ Participated in the annual Total Resource Development Campaign.
- ☐ Attended social gatherings in order to participate in networking activities.

Head Football Coach, Mustang Optimist Club *Mustang, Oklahoma*

August 25, 2010 – December 5, 2010

- ☐ Coached a total of 22 six and seven year old players in the game of American football.
- ☐ Organized fundraising for the team and raised enough to supply the team with a year-end celebration.
- ☐ Communicated with parents and guardians around practice times, game times, and team information.
- ☐ Helped organize the purchase of equipment and game jerseys for each child on the team.
- ☐ Provided guidance to four additional assistant coaches around our strategy, team vision, and goals.

Head Baseball Coach, Mustang Optimist Club *Mustang, Oklahoma*

April 11, 2008 – May 15, 2010

- ☐ Organized fundraising for the team each season to supply trophies and a party for each player.
- ☐ Coached a team of twelve players throughout my tenure as coach.
- ☐ Organized the purchase of equipment and game jerseys for each child on the team.
- ☐ Provided guidance to three additional assistant coaches around our strategy team vision, and goals.
- ☐ Communicated with parents and guardians around practice times, game times, and team information.

Education

Business Management, Oklahoma State University *Oklahoma City, Oklahoma*

August 25, 2003 – May 18, 2005

- ☐ Studied within the Business Degree Program at Oklahoma State University in Oklahoma City, Oklahoma.

Criminal Justice, Rose State College *Midwest City, Oklahoma*

August 22, 1997 – May 15, 1998

- ☐ Studied within the Criminal Justice Program at Rose State College in Midwest City, Oklahoma.

Social Media

LinkedIn.Com

- ☐ <https://www.linkedin.com/in/businesslender>

Twitter

- ☐ https://www.twitter.com/business_lender

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. 6261

2. MEETING DATE: NOVEMBER 3, 2015

3. TITLE: RE-APPOINTMENT ONE MEMBER TO THE MUSTANG BOARD OF ADJUSTMENT

4. COUNCIL ACTION: Re-Appoint One Member to the Mustang Board of Adjustment

5. INITIATOR: Melissa Helsel, Community Development Director

COMMENTS & FACTS: The terms for Board of Adjustment members expire on November 1st of each year.

This year, the terms for Jack Price and Henry Varenhorst are expiring. Only Mr. Varenhorst has expressed an interest in being appointed.

7. FINANCIAL IMPACT: none

8. STAFF COMMENTS: Staff recommends the re-appointment of Mr. Varenhorst to the Mustang Board of Adjustment.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

**BOARD OF ADJUSTMENT
MEMBERS
2013-2014**

**Jack Price, Chairman
553 S. Silver Dr.
HP 376-4741
WK 422-2261
WK 745-9400
PAGER 980-1551
WARD V**

TERM EXPIRES 11-1-15

**Darrell Noblitt
2214 E State Hwy. 152
CELL 833-2112
WARD VI**

TERM EXPIRES 11-01-16

**Henry Varenhorst
1587 E. Lakin Terrace
HP 745-4643
WK 632-3535, ext. 806
CELL 317-7510
WARD VI**

TERM EXPIRES 11-01-15

**Jesse Bratton
616 E Olivia Terrace
202-8699
WARD I**

TERM EXPIRES 11-1-15

**Larry Spohn
504 S. Brookview Ln.
HP 376-2798
WARD VI**

TERM EXPIRES 11-1-16

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. G2.b2

2. MEETING DATE: NOVEMBER 3, 2015

3. TITLE: APPOINTMENT OF ONE MEMBER TO THE MUSTANG BOARD OF ADJUSTMENT

4. COUNCIL ACTION: Appoint One New Member to the Mustang Board of Adjustment

5. INITIATOR: Melissa Helsel, Community Development Director

COMMENTS & FACTS: The terms for Board of Adjustment members expire on November 1st of each year.

This year, the terms for Jack Price and Henry Varenhorst are expiring. Only Mr. Varenhorst has expressed an interest in being appointed. Brett Brown, who has served for three years on the Planning Commission has expressed an interest in leaving the Planning Commission and being appointed to the Board of Adjustment.

7. FINANCIAL IMPACT: none

8. STAFF COMMENTS: Staff recommends the appointment of Mr. Brett Brown to the Mustang Board of Adjustment.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO: H-1
2. MEETING DATE: 11/03/2015
3. TITLE: Discussion, Consideration and Possible Action Regarding Acceptance of Bids for Storm Warning Sirens
4. COUNCIL ACTION: Approve / Deny
5. INITIATOR: Fire Chief
6. BACKGROUND: This project was approved in the current budget.
7. FINANCIAL IMPACT: N/A
8. STAFF COMMENTS: Bids were advertised and sent to three (3) vendors. Bids were received by two (2) vendors – Federal Signal Corporation and Goddard Enterprises. Staff believes both bids meet the published bid specifications. Staff's recommendation is to accept the bids submitted from Federal Signal and from Goddard Enterprises.
9. STAFF SOURCE: Fire Chief
10. RESOLUTION / ORDINANCE NO: _____

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO:** H-2
2. **MEETING DATE:** 11/03/2015
3. **TITLE:** Discussion, Consideration and Possible Action Regarding Awarding Bid for Storm Warning Sirens
4. **COUNCIL ACTION:** Approve / Deny
5. **INITIATOR:** Fire Chief
6. **BACKGROUND:** This project will replace the five oldest sirens in the city, modify all sirens for two-way monitoring/control, and modify one siren with battery back-up. The project will also provide control software on a city-provided computer for monitoring and controlling each siren. The sirens to be replaced are: SH 152 & Mustang Road; SH 152 & N. Lakehoma Park Way; SH152 & N. Maryella Terrace; N. Czech Hall Road & West Ridgecrest Way; and S. Czech Hall Road at Dowden Park. New poles have already been ordered from Caddo Electric Cooperative for this project.
7. **FINANCIAL IMPACT:** \$146,212.64
8. **STAFF COMMENTS:** Two bids were submitted: Federal Signal Corporation in the amount of \$194,051.00l Goddard Enterprises in the amount of \$146,212.64. The approved budget for this project is \$150,000.00. It is staff's recommendation to award the bid to Goddard Enterprises for \$146,212.64.
9. **STAFF SOURCE:** Fire Chief
10. **RESOLUTION / ORDINANCE NO:** _____

Outdoor Warning Siren Project Submitted By:

Goddard Enterprises

For

City of Mustang, OK.



FY 2015-2016

VENDOR BACKGROUND AND QUALIFICATIONS

October 27, 2015

City of Mustang, OK.

Information on Bidder

1. Name of Firm: Goddard Enterprises

2. Name of Primary Contacts:

Joe Goddard-Owner

Phone Number: 405-282-1978

Email Address: joegoddard@att.net

Andy Goddard

Phone Number: 405-830-9057

Email Address: andygod4@netscape.net

Linda Goddard

Phone Number: 405-260-1994

Email Address: okie23@cox.net

3. Principal Office Address: 11950 Thousand Oaks Dr. Edmond, OK 73034

4. Firm's Contact Information-Service Requests:

Andy Goddard

Phone Number: 405-530-9057

Email Address: andygod4@netscape.net

5. Firms proposing to perform work is a : *(check one)*

Corporation _____

Sole Proprietorship x

Joint Venture _____

Partnership _____

October 27, 2015

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

Dear Lisa Martin,

Thank you for the opportunity to submit a proposal for the Outdoor Warning Siren Project for the City of Mustang, OK.

Goddard Enterprises is an authorized representative for Federal Signal Warning Systems. All of our service technicians are factory trained and Goddard Enterprises is a Certified Federal Signal Regional Installer. Our service staff has experience in designing, installing and repairing community alert and notification equipment. Your system will be maintained by a single source company.

Goddard Enterprises is a leading provider of both indoor and outdoor warning solutions. We have extensive experience (51 years) in municipal, nuclear, and military notification installations as well as campus alert systems.

After you have reviewed our proposal we would appreciate an opportunity to discuss with you personally the material we have proposed.

Thanks again for the opportunity to provide a proposal on your Outdoor Warning Siren Project. If you need any additional information, please don't hesitate to call us.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Goddard", written over the word "Sincerely,".

Joe Goddard

Owner

October 27, 2015

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

Dear Lisa Martin,

As you have requested, we have included the project summary as well as the cost associated with each below.

Outdoor Warning Siren Project for the City of Mustang, OK.

- 5 Complete Federal Signal 2001-130 Outdoor Warning Sirens and Associated Equipment, including controllers, batteries, RF Transceivers, Antenna, ect.
 - NOTE: Poles will be provided by the City of Mustang – however it shall be the successful bidder's responsibility to transport poles from a location in Mustang to the siren locations.
- Modification of four (4) existing Federal Signal 2001-130 storm warning sirens to enable two-way FSK signaling and communications with a central control point using Federal Commander Digital Software at the Mustang Fire Station;
 - NOTE: The existing siren located at SH 152 & Morgan Road is equipped for two-way capability – however, it shall be modified/programmed into the Federal Commander Digital software system with this project.
- Installation of battery back-up to one existing Federal Signal 2001-130 storm warning siren.
- Installation and integration of the Federal Commander Digital System for activating, monitoring, and controlling all new and existing outdoor warning devices throughout the City of Mustang.

City of Mustang, OK Site Locations

Locations for new (replacement) sirens are:

1. SH 152 & S. Mustang Road
2. SH 152 & N. Lakehoma Park Way
3. SH 152 & N. Maryella Terrace
4. N. Czech Hall Road & W. Ridgecrest Way
5. S. Czech Hall Road at Dowden Park

Locations for modification sirens are:

1. N. Ross Terrace & E. Frontier Terrace
2. Meadows Park
3. 470 West SH 152
4. SH 152 & S. Lake Park Lane

Location for battery back-up supply modification is:

1. 470 West SH 152

Location for the Federal Commander Digital System is:

1. Mustang Fire Department, 465 West SH 152

This project is being bid as a "turn-key" job. Goddard Enterprises will be responsible for all materials and labor associated with this project. Goddard Enterprises will be responsible for determining amounts of needed materials to complete this project.

The project includes installation and integration of Federal Commander Digital System control software for monitoring each siren site, as well as individual and group activation. Group siren activation from the Mustang Police Dispatch console shall not be affected by this project.

Goddard Enterprises bid proposal submitted will provide for the total and complete removal of outdoor warning sirens at specified locations, including poles. All old equipment will be transported by Goddard Enterprises to the City of Mustang Public Works facility on Southwest 59 Street. Proper disposal of old poles will be the responsibility of Goddard Enterprises.



Bid Sheet for
OUTDOOR WARNING SIREN PROJECT FY 2015-2016

Installation of (5) Complete Sirens on Customer provided Pole to include batteries	\$4,000.00	\$20,000.00
(5) 2001-130 Electro-mechanical rotating siren, 130 db(C) 800Hz	8096.00	40480.00
(5) 2001 TRBP Transformer Rectifier Plus	1889.68	9448.40
(6) DCFCTBDH Digital Controller, High Band	6687.48	40124.88
(6) AMB-P Antenna Mounting Bracket, Pole	124.20	745.20
(1) SFCD25 Commander Software, PRGMNG, 25 Sites	5623.96	5623.96
(1) SS2000+ Digital DTMF Controller, Desk Mount	3275.20	3275.20
(6) Antennas	300.00	1800.00
(5) Q-DCFC1-2H	1656.00	8280.00
Labor to Install (5) Q-DCFC1-2H	800.00	4000.00
Site Optimization and Training	3500.00	3500.00
Removal of Existing Equipment	2500.00	2500.00
Installation of battery back-up to one existing Federal Signal 2001-130 storm warning siren	1800.00	1800.00
Freight for Equipment	4635.00	4635.00
Total		\$146,212.64

Bid Conditions

SCOPE OF WORK

The project being bid is for all of the following:

Five (5) complete Federal Signal 2001-130 outdoor storm warning sirens and associated equipment, including controllers, batteries, RF receivers, etc.; installation of poles and all equipment at various sites in Mustang, and removal of current equipment.

The modification of four (4) existing Federal Signal 2001-130 storm warning sirens, enabling two-way FSK signaling and communications with a central control point using Federal Commander Digital Software at the Mustang Fire Station.

NOTE: The existing siren located at SH 152 & Morgan Road is equipped for two-way capability – however, it shall be modified/programmed into the Federal Commander Digital software system with this project.

The installation of battery back-up to one existing Federal Signal 2001-130 storm warning siren.

The installation and integration of the Federal Commander Digital System for activating, monitoring, and controlling all new and existing outdoor warning devices throughout the City of Mustang.

SITE VISIT

Bidders are responsible for determining the amount of materials needed for this project, as well as all other aspects of the project. A site visit is encouraged.

QUALIFICATIONS

Contractors must have been engaged in the outdoor warning siren business for a minimum of five (5) consecutive years. The company must be licensed, or able to obtain a license as a general contractor with the City of Mustang. No work shall be performed without the license being issued.

PERMITS AND FEES TO CITY

This project is for the City of Mustang. The City waives any local inspection and permitting fees normally collected by the City. However, if the bidder is not licensed by the City of Mustang, the bidder is required to procure a license.

TAX EXEMPT

The City of Mustang is exempt from certain local and state sales taxes. The City will provide the appropriate tax-exempt letters to the successful bidder.

CODE COMPLIANCE

Bidders are responsible for compliance with local construction codes. Bidders may contact the Mustang Community Development Department at 376-4521, Ext. 1213 for any code questions.

WARRANTIES

The bidder shall insure that all components are fully covered with a warranty.

REMOVAL/DEMOLITION

Bid proposals submitted shall provide for the total and complete removal of outdoor warning sirens at specified locations, including poles. All old equipment shall be transported by the successful bidder to the City of Mustang Public Works facility on Southwest 59th Street in Mustang, Oklahoma. Proper disposal of old poles shall be the responsibility of the successful bidder. It is the responsibility of the contractor to properly dispose of any removed materials.

INSTALLATION AND MATERIALS

The sirens and associated components shall be installed in a manner consistent with applicable building codes and acceptable industry practices. Work will be inspected, and, in cases where an inspector disagrees with the contractor over an installation practice, the decision of the City shall be final. The successful bidder shall:

A. Replace outdoor storm sirens located at: SH

152 & S. Mustang Road
SH 152 & N. Lakehoma Park Way
SH 152 & N. Maryella Terrace
N. Czech Hall Road & W. Ridgecrest Way
S. Czech Hall Road at Dowden Park

B. Modify four (4) existing outdoor storm sirens for two-way FSK signaling and Federal Commander Digital System software. These siren locations are:

N. Ross Terrace & E. Frontier Terrace
Meadows Park
470 West SH 152
SH 152 & S. Lake Park Lane

NOTE: The existing siren located at SH 152 & Morgan Road is equipped for two-way capability – however, it shall be modified/programmed into the Federal Commander Digital software system with this project.

- C. This project is being bid as a “turn-key” job. Bidders are responsible for all materials and labor associated with this project. Bidders are responsible for determining amounts of needed materials and components to complete this project.
- D. It is vital that all sirens in the City of Mustang be of the same system for simplicity, compatibility and maintenance. Only Federal Signal 2001-130 sirens and the Federal Commander Digital System control hardware/software will be considered.

- E. Sirens shall be rated at 130 dB(C) +/- 1 dB(C) at 100-ft.
- F. Sirens shall use AC power and automatically switch to DC power when AC power fails. The siren shall operate a minimum of 15 minutes full power output from its batteries when AC power fails.
- G. Sirens shall rotate at approximately 3 RPM and provide uni-directional coverage.
- H. Sirens shall be capable of operating at steady, wail and fast wail signals. Siren frequency range shall be approximately 795 Hz at a Steady Tone.
- I. Sirens shall be activated via radio control at VHF frequencies. Radio transceivers shall be narrowband capable and be capable of operation from 150 – 160 MHz. All new and modified sirens shall be equipped with two-way radio control, and shall be configured to operate using the Federal Commander Digital System.
- J. The Federal Commander Digital System shall be licensed for up to 25 sites.
- K. The software control system shall be installed on a city-supplied computer located in the Mustang Fire Department.
- L. The Federal Commander Digital System shall provide individual and group control and monitoring of all outdoor warning sirens in Mustang,
- M. Sirens shall have a minimum of 5-year warranty.
- N. Sirens shall be completely compatible with the current outdoor warning system in use by the City of Mustang, including activation codes.
- O. Sirens and equipment shall be mounted on electrical poles provided by the City of Mustang. The poles will be located at a location inside the Mustang City Limits. It shall be the responsibility of the successful bidder to transport poles to their respective site locations. Poles shall not be stored on-site at the siren location.
- P. It is the responsibility of the successful bidder to remove poles currently in use. Poles shall be properly disposed of by the successful bidder and shall be removed from the site the same day as they are taken out of the ground.
- Q. New poles shall be mounted in the same holes as the old poles.

TIME LIMITS AND PENALTIES

The City of Mustang shall award the project to the best, lowest bid. Bidders shall insure that all pricing in the bid is valid for a period of ninety (90) days from the time the bid is opened until notice to proceed is given by the City.

The City shall give notice to proceed within a timely manner after award by the Mustang City Council.

After the date of the notice to proceed, the contractor shall have thirty (30) calendar days to move on site and proceed with work.

After moving on site, the contractor shall have thirty (30) calendar days to complete the work.

If work is not completed within thirty (30) calendar days, the contractor shall be fined \$100 per day for every calendar day thereafter, until work is completed to the satisfactory of the City of Mustang.

PAYMENTS TO CONTRACTOR

The City shall make payment on the project after the project is completed.

Bid Form

The following bid is submitted to the City of Mustang in accordance with the specifications and bid conditions set forth in the bid documents to provide five (5) outdoor warning sirens for the City of Mustang, including installation of all equipment, modification of five (5) sirens to provide two-way communication/control, modification of one siren for battery back-up power, installation and integration of a Federal Commander Digital System, and dismantling and disposing of some sirens according to the attached specifications.

COMPANY Goddard Enterprises

PROJECT PRICE \$ 146,212.04

The City of Mustang desires the complete removal and disposal of five (5) outdoor warning sirens, installation of new outdoor warning sirens and all other associated items with no exceptions. The contractor is responsible for complete installation of all specified materials, as well as any removal and disposal of items contained within these specifications. Any exceptions to these specifications shall be listed below:

N/A

Are the following documents attached to this bid proposal?

Circle:

- | | | |
|-------------------------------------|------------|----|
| ▪ Bid Proposal Form | <u>YES</u> | NO |
| ▪ Statement of Qualifications | <u>YES</u> | NO |
| ▪ Anti-Collusion Affidavit | <u>YES</u> | NO |
| ▪ Certificate of Non-Discrimination | <u>YES</u> | NO |
| ▪ Business Relationship Affidavit | <u>YES</u> | NO |

STATEMENT OF QUALIFICATIONS

This project is essential to the public's safety. Therefore, the City of Mustang has determined that it is imperative to engage a company with a history of being in business. Contractor companies must have been in business for five consecutive years in the same business name. The company must be licensed to do business in Mustang, and have all the necessary state licenses.

The following information is deemed necessary for the City of Mustang:

How long has the company been in business in Oklahoma?

51 years

How many employees?

5

Does the company have all appropriate state licenses (if applicable)?

yes

Is the company currently in bankruptcy proceedings?

no

Please list three references in the Oklahoma City area:

NAME

ADDRESS

PHONE #

City of Edmond PO Box 2970 Edmond OK 73083 405-359-4371

City of Moore 109 E main Moore, OK 73120 405-793-5062

City of Warr Acres 5930 NW 49th St OKC OK 73122 405-789-2892

ANTICOLLUSION AFFIDAVIT

The following Affidavit is submitted by the Bidder as a part of this Bid:

The undersigned Bidder, of lawful age, being duly sworn, upon his oath affirms and says: That Bidder has the lawful authority to execute the within and forgoing Bid; that Bidder has not directly or indirectly entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of price or amount of such bid or bids, the limiting of the bids or bidders, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or bids or the profits thereof; and that the Bidder has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with the Bidder in said bid or bids, until and after the sealed bid or bids are opened.

The Bidder further states that the Bidder has not 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 or Trust official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between bidders and any City or Trust officials concerning exchange of money or other thing of value for special consideration in the letting of a contract; that bidder has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the City of Mustang or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of contract pursuant to this Bid.

ATTEST: (Corporate Seal)

Goddard Enterprises
Name of Corporation or Firm

Signature

[Signature]
Signature

*

*

Owner

*On these lines, type or print the Name and Title of each person who signed above.

If Bidder's company is not incorporated, no corporate seal is required; however the following statement must be executed.

STATE OF Oklahoma)
COUNTY OF Logan) SS

Subscribed and sworn before me this 26th day of October, 20 15.

My Commission expires 1/17/17

[Signature]
Notary Public



CERTIFICATE OF NONDISCRIMINATION

In connection with the performance of work under this Bid and the resulting Contract, the Bidder agrees as follows:

- A. The bidder agrees not to discriminate against any employee or applicant for employment because of age, race, color, creed, sex, national origin, ancestry, or physical handicap. The bidder shall take affirmative action to insure that employees are treated without regard to their age, race, creed, color, national origin, sex, ancestry, or physical handicap. Such actions shall include, but not to be limited to, the following: employment, upgrading, demotions, or transfer, or pay or other forms of compensation and selection for training, including apprenticeship. The Bidder and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Mustang setting forth the provisions of this Section.
- B. In the event of the Bidder's noncompliance with this Nondiscrimination Clause, the Contract may be cancelled or terminated by the Contracting Public Entity. The Bidder may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Bidder and/or Subcontractors.
- C. The Bidder agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above clause and agree to abide by its requirements.

ATTEST: (Corporate Seal)

Goddard Enterprises
Name of Corporation or Firm

Signature

[Signature]
Signature

*

*

*On these lines, type or print the Name and Title of each person who signed above.

If Bidder's company is not incorporated, no corporate seal is required; however the following statement must be executed.

STATE OF Oklahoma)
) SS
COUNTY OF Logan)

Subscribed and sworn before me this 26th day of October, 20 15.

[Signature]
Notary Public

My Commission expires 11/17/17

My Commission number is 13000559



BUSINESS RELATIONSHIP AFFIDAVIT

The undersigned Bidder, of lawful age, being first duly sworn on oath, affirms and says that the Bidder is fully knowledgeable of Bidder's business relationship and associations. Bidder further states that the nature of any corporation, company, partnership, joint venture, or business relationship presently in effect or which existed within one (1) year prior to the date of this statement between Bidder and the architect, the engineer, the Mayor or Members of the City of Mustang or the Trustee of any Trust or Authority of which the City is beneficiary and which is a party to this Contract, or other party, including but not limited to any consultant or employee engaged to further the Project is as follows: N/A

The Bidder 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, agent, employee, partner or director of the Bidder and any officer or director, agent, employee, or partner of the architectural or engineering firm, or consultant or employee engaged to further the project, or other party to the Project or any official or trustee of any public entity which is a party to the Contract for the Project is as follows: N/A

Bidder also states that the names of all persons having any such business relationships and the positions held within their respective companies or firms are as follows: N/A

(If none of the business relationships hereinabove mentioned exist, Bidder shall so state by subscribing the word "NONE" in the blanks.)

ATTEST: (Corporate Seal)

Goddard Enterprises
Name of Corporation or Firm
[Signature]
Signature

Signature

*

*

Owner

*On these lines, type or print the Name and Title of each person who signed above.

If Bidder's company is not incorporated, no corporate seal is required; however the following statement must be executed.

STATE OF Oklahoma)
) SS
COUNTY OF Logan)

Subscribed and sworn before me this 26th day of October, 20 15

[Signature]
Notary Public

My Commission expires 1/17/17

My Commission number is 13000559

This Affidavit required By Title 61 Oklahoma Statutes Section 108.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/31/2015

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

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

PRODUCER A Claire Faulkner, State Farm Agent 840 NW 50th st Oklahoma city, Ok 73118	CONTACT NAME: Claire Faulkner-Truong		
	PHONE (A/C, No, Ext): 405 787-2626	FAX (A/C, No): 405 787-3120	
	E-MAIL ADDRESS: claire@clairefaulkner.com		
	PRODUCER CUSTOMER ID #: 87191		
INSURED Joe Goddard DBA/ Goddard Enterprises 11950 Thousand Oaks Dr Edmond, Ok 73034-9706	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : State Farm Fire and Casualty Company		25143
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY			96-BN-H414-8	02/08/2015	02/08/2016	
	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPIOP AGG \$ 2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	AUTOMOBILE LIABILITY			019-7700-b23-36i	08/23/2015	02/23/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	☐ ANY AUTO			034-1918-e20-36g	05/20/2015	11/20/2016	BODILY INJURY (Per person) \$ 1,000,000
	☐ ALL OWNED AUTOS			067-8756-d22-36i	04/22/2015	10/22/2015	BODILY INJURY (Per accident) \$ 1,000,000
	☒ SCHEDULED AUTOS			113-3439-b04-36e	08/04/2015	02/04/2016	PROPERTY DAMAGE (Per accident) \$ 1,000,000
	☐ HIRED AUTOS			355-1945-d15-36	04/15/2015	10/15/2015	\$
	☐ NON-OWNED AUTOS			352-8084-c05-36	09/05/2015	03/05/2016	\$
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
							\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	☐ Y/N	☐ N/A				WC STATU-TORY LIMITS ☐ OTH-ER ☐
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						E.L. EACH ACCIDENT \$
	Commercial Liability Umbrella policy						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
				96-BL-E781-8	07/20/2015	07/20/2016	1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Mustang 1501 N. Mustang Road Mustang, Oklahoma 73064	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Claire Faulkner Truong

© 1988 - 2009 ACORD CORPORATION. All rights reserved.

AFFIDAVIT OF EXEMPT STATUS UNDER THE WORKERS' COMPENSATION ACT

State of Oklahoma

County of Logan

I, Joe Goddard state under oath as follows:

1. I, Joe Goddard (Name of individual) operating as Goddard Enterprises (independent contractor's business name), have agreed to provide services to City of Mustang, OK (Contractor) during calendar year 2015.
2. I have read, signed and attached the Exempt Status Fact Sheet and understand that an Independent Contractor is one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.
3. I understand that based upon the representations in this Affidavit of Exempt Status, I am requesting City of Mustang, OK (Insert contractor's name) to consider my business to be that of an independent contractor; **that I am not an employee under the Workers' Compensation Act** and the policy issued by State Farm (Insurance Carrier); and that no premium be charged for the services performed by my business during the policy year.
4. **I am an independent contractor, not an employee of the contractor. I do not want workers' compensation insurance and understand that I am not eligible for Workers' Compensation benefits.**
5. I will obtain workers' compensation and employers' liability insurance for my employees if I have employees, unless they are otherwise exempt from the requirements of the Workers' Compensation Act.
6. I have read, signed and attached the Exempt Status Fact Sheet describing what is an Independent Contractor and the information provided is not the result of force, threats, coercion, compulsion or duress.
7. I understand that the execution of the affidavit shall establish a rebuttable presumption that the executor is not an employee for purposes of the Workers' Compensation Act.
8. I understand that the execution of an affidavit shall not affect the rights or coverage of any employee of the individual executing the affidavit.
9. I understand that knowingly providing false information on an Affidavit of Exempt Status Under the Workers' Compensation Act shall constitute a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00).

Independent Contractor (Executor) Signature

Date 10/20/15 Name Joe Goddard Title Owner

Signature [Signature] Business Name Goddard Enterprises

Notary Public

Signed and sworn to before me on this 20 day of Oct, 2015 by Joe Goddard
[Signature] My Commission Expires: 11/17/17 My Commission # 13000559
Notary Public



This form is to be signed and notarized at the start of a job/project for this contractor and is good for the job/project or any similar job/project performed for the contractor for one year from the date of notary.

Note: Employers who knowingly and willfully require an employee or subcontractor to execute an affidavit when the employer knows that the employee or subcontractor is required to be covered under a workers' compensation insurance policy shall be liable for a civil penalty of up to \$1,000.00 per offense. (36 OS §§924.5)

It is a crime to falsify the information on this form.

Edition 070106

EXEMPT STATUS FACT SHEET

An independent contractor is defined by law as one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.

Below are statements to help you decide if you are an independent contractor. No one statement is controlling, and your status is based on all the facts in your situation. If a statement describes your situation, then check the box. If at least six of the statements below do not describe your business, you should not sign the attached Affidavit of Exempt Status Under the Workers' Compensation Act.

- ☐ 1. The nature of the contract between you and the contractor shows you are independent from the contractor. For example: Is there a written contract where you agree that you are an independent contractor? Are you a corporation or limited liability company? Do you maintain commercial general liability insurance or other business insurance?
- ☐ 2. The contractor exercises very little control over your work. For example: By the agreement, can the contractor exercise control on the details of the work or your independence? Do you exercise control over most of the details of the work? Do you create plans or specifications for the job? Do you set your own work hours?
- ☐ 3. You are engaged in a distinct occupation or business for others. For example: Do you work for companies or individuals other than the Contractor? Do you work for competitors of the Contractor? Does your business have a logo or uniform?
- ☐ 4. Your job is the kind of occupation where the work is usually performed by a specialist without supervision, and not under the direction of the contractor. For example: Is your work supervised by the Contractor?
- ☐ 5. Your occupation requires special skills, license, education or training.
- ☐ 6. The contractor does not supply the things needed to perform your job such as the tools and the place of work. For example: Do you supply any of the materials or tools for the work? Do you operate a vehicle owned by the contractor? Was the work performed at your business or the contractor's business location or jobsite? Do you wear a uniform supplied by the contractor?
- ☐ 7. The length of the job and how long you have worked for the Contractor does not show that you are really an employee. For example: Is this a one-time job, or will you be doing this for the contractor regularly?
- ☐ 8. You are paid as a separate contractor, not as an employee. For example: Do you invoice the Contractor for your services? Are you paid by the job? Do you file a federal income tax return for your business? Do you expect to receive an IRS Form 1099 from the Contractor? Does the Contractor pay your expenses?
- ☐ 9. Your work is not the regular business of the employer. For example: Is your work customarily done in the Contractor's line of business or as part of the Contractor's daily work? Have you ever been an employee of the Contractor? Do you work with other people hired by the Contractor on the work you perform?
- ☐ 10. You do not consider yourself an employee of the contractor. For example: Will the Contractor withhold taxes or monies from your payment? Have you ever been an employee of the Contractor? Have you or your employees ever filed an insurance claim against the Contractor?
- ☐ 11. You do not have the right to terminate the relationship without liability. For example: If you quit before the job is finished, is there a penalty?

Based upon these factors, do you believe that you are an independent contractor with exempt status?

Yes
(WRITE YES OR NO)

Signature


(INDEPENDENT CONTRACTOR/EXECUTOR)

Note: Employers who knowingly and willfully require an employee or subcontractor to execute an affidavit when the employer knows that the employee or subcontractor is required to be covered under a workers' compensation insurance policy shall be liable for a civil penalty of up to \$1,000.00 per offense. (36 OS §§924.5)

CITY OF MUSTANG
AGENDA COMMENTARY

1. **ITEM:** H-3
2. **MEETING DATE:** November 3, 2015
3. **TITLE:** Approval of contract and bonds for project labeled Waste Water Treatment Plant Improvements
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Justin Battles, Assistant City Manager
6. **BACKGROUND:** The waste water treatment plant improvements will address the headworks of the waste water plant, site piping modifications, SCADA/SBR communications, aerators in storm water and waste activated sludge basin, and adding flow meter to/from storm holding basin. Project bid were accepted and awarded at the October 6, 2015 council meeting. Low Bidder was HCCCo.

HCCCo. - \$915,000.00
7. **FINANCIAL IMPACT:** \$915,000
8. **STAFF'S COMMENTS:** Staff recommends approval
9. **STAFF SOURCE:** Justin Battles, Assistant City Manager

CONTRACT AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this 3rd day of November, 2015 by and between the Mustang Improvement Authority, Mustang, Oklahoma, party of the first part, hereinafter termed "Owner", and HCCCo., LLC, party of the second part, hereinafter termed "Contractor".

WITNESSETH:

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

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

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

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

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

Nine Hundred Fifteen Thousand Dollars (\$915,000.00)

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

- (1) That the Contractor hereby agrees to furnish all tools, equipment, materials, and labor, and to build and complete the above described project in accordance with the specifications therefore on file in the office of the City Clerk of Mustang, Oklahoma.
- (2) That the Owner shall pay the Contractor for the work performed, as follows:
 - a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
 - b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities.
 - c. At the end of each month the Engineer will make written estimates of the materials in place and accepted, and the amount of work performed in accordance with the contract

during the current period of time between estimates and the value thereof computed at the contract unit prices. Payment to the Contractor shall be in the amount of the estimate minus the retainage as permitted by law.

d. Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

e. And that the Contractor's bid is hereby made a part of this Agreement.

(3) That the Mustang Improvement Authority reserves the right to add to or subtract from the estimated quantities or amount of work to be performed. The work to be performed or deducted shall be at the unit price bid.

(4) That the Contractor will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written work directive change; and that in the event any additions are provided by the Contractor without such authorization, the Contractor shall not be entitled to any compensation therefor whatsoever.

(5) That if any additional work is performed or additional materials provided by the Contractor upon authorization by the Owner, the Contractor shall be compensated therefore at the unit price bid and as agreed to by both parties in the execution of the Change Order.

(6) That the Contractor shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the Owner through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the Contractor shall replace the work and materials without compensation therefore by the Owner.

(7) The Contractor shall complete the work in accordance with the terms of this Agreement within a period of time not to exceed 365 calendar days following the issuance by the City Engineer of a Work Order authorizing the Contractor to commence work on the project.

(8) The Contractor shall furnish bonds and certificate of insurance as specified in the "Instructions to Bidders" and/or the "General Provisions", which must be approved by the Owner prior to issuance of the Work Order and commencement of the work on the project.

(9) On completion of the work, but prior to the acceptance thereof by the Mustang Improvement Authority, it shall be the duty of the City Engineer or other appropriate person to determine that said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determination said official shall make his final certificate to the Mustang Improvement Authority.

(10) Liquidated damages shall be paid by the Contractor at the rate of \$500 per each and every calendar day required by him to complete the contract in excess of the contract time.

(11) APPROXIMATE QUANTITIES on all items which bids are to be received on a unit price basis; the quantities stated in the bid will not be used in establishing final payment due the contractor. The quantities stated, on which unit prices are invited, are approximate only and each bidder shall make his own estimate from the contract drawings of the quantities required on each item and calculate his

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

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

"OWNER"

MUSTANG IMPROVEMENT AUTHORITY

By: _____

ATTEST

City Clerk

APPROVED as to form and legality this _____ day of _____, 2015.

CITY ATTORNEY

APPROVED by the Mustang Improvement Authority this _____ day of _____, 2015.

"CONTRACTOR"

If an Individual: (signature) _____

doing business as: _____

If a Partnership: (signature) _____

By (Printed Name and Title): _____

Names of other partners: _____

Limited Liability Co.
If a Corporation: (signature) _____

By (Printed Name and Title): Billy Perkins Manager

ATTEST:

Rosal Barclay
Secretary

(CORPORATE SEAL)

Business Address of Contractor

HCCCO, LLC
1325 E 15th St. Suite 205
Tulsa, OK 74120

WATER AND SEWER MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, HCCCo., LLC, as Principal, and North American Specialty Insurance Company as surety, are held and firmly bound unto the MUSTANG IMPROVEMENT AUTHORITY, a Municipal Corporation, and City of the first class, or the State of Oklahoma, in the full and just sum of One Million Six Thousand Five Hundred Dollars, (\$1,006,500.00), such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 13th day of October, 2015. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: WWTP Improvements all in compliance with the plans and specifications therefore, made a part of said contract and on file at the City Of Mustang and to maintain the said improvement in the amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

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

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

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

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

Attest:

Steph Feland

Witness:

Cathy Combs
Cathy Combs

HCCCo, LLC

Principal

By:

[Signature]

North American Specialty Insurance Company

Surety

By:

Robbie Loyd, Attorney-in-Fact

Approved as to form this _____ day of _____, 2015.

City Attorney

REVIEWED AND APPROVED by the Council of the City Of Mustang this
_____ day of _____, 2015.

Attest:

Mayor

City Clerk

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That HCCCo., LLC, as Principal, and North American Specialty Insurance Company,

a Corporation organized under the laws of the State of New Hampshire,

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

unto The City of Mustang in the penal sum of Nine Hundred Fifteen Thousand Dollars (\$ 915,000.00) in lawful money of the United States of America, such sum being equal to the contract price for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this 13th day of October, 2015.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with MUSTANG IMPROVEMENT AUTHORITY, dated November 3rd, 2015, for:

Mustang WWTP Improvements

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

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

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

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

ATTEST:

Stephen Zelard

PRINCIPAL:

HCCC6, LLC

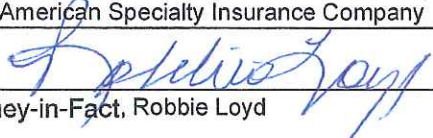
BY: 

Surety:

Address of Surety or Agent:

North American Specialty Insurance Company

475 N. Martingale Road #850

By: 

Attorney-in-Fact, Robbie Loyd

Schaumburg, IL 60173

Telephone No. 800-338-0753

APPROVED as to form and legality this _____ day of _____, 2015.

CITY ATTORNEY

APPROVED by the Mustang Improvement Authority this _____ day of _____, 2015.

ATTEST:

CITY CLERK

MAYOR

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, HCCCo., LC, as Principal, and North American Specialty Insurance Company, as Surety, authorized and, where required, licensed to transaction business in the State of Oklahoma, are held and firmly bound unto THE STATE OF OKLAHOMA, in the sum of Nine Hundred Fifteen Thousand Dollars (\$ 915,000), in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%) of the contract price for the payment of which, well and truly to be made, we, and each of us, on behalf of ourselves and our heirs, executors, administrators, trustees, successors and assigns, jointly and severally, firmly by these presents:

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the City of Mustang, State of Oklahoma, dated November 3rd, 2015, for WWTP Improvements (the "Contract"), for the erection and construction of said work and/or improvement, all in compliance with the plans and specifications therefore, made a part of said Contract and on file at the office of the City Clerk, City of Mustang, 1501 North Mustang Road, Mustang, Oklahoma 73064;

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

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

[Remainder of page intentionally left blank.]

Dated this 13th day of October, 2015.

ATTEST:

Secretary

Stephine Elard

PRINCIPAL HCCCco., LLC

By

Its

Manager

SURETY

North American Specialty Insurance Comp

ATTEST:

Secretary

Cathy Combs, Witness

Cathy Combs

By

It's Attorney-in-fact, Robbie Loyd

Robbie Loyd

REVIEWED and APPROVED by THE CITY OF MUSTANG this _____ day of _____, 2015.

MAYOR

ATTEST:

City Clerk

Approved as to form this _____ day of _____, 2015.

Municipal Counselor

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, SUSANNE CUSIMANO
TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIE BURRIS, SHELLIR. SAMSEL, ROBBIE LOYD, MARK D. NOWELL, and CATHY COMBS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By

Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 30th day of June, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 30th day of June, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of October, 2015.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



CERTIFICATE OF LIABILITY INSURANCE

HCCCO-1

OP ID: H7

DATE (MM/DD/YYYY)
10/13/2015

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

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

PRODUCER RICH & CARTMILL, INC 2738 East 51st #400 Tulsa, OK 74105 J Kelly Deer		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:		
INSURED HCC Co LLC Hood Holding and Leasing LLC Hood Construction Services, PLLC 1325 E 15th St Tulsa, OK 74120		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Peerless Ins Co		24198
		INSURER B: Technology Insurance Co		42376
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	BKS55765660	02/10/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 15,000
	☒ Includes						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER			LIMITED JOBSITE POLLUTION			GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	X	X	BA5427398	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
A	UMBRELLA LIAB	X	X	USO55765660	02/10/2015	01/01/2016	EACH OCCURRENCE \$ 5,000,000
	☒ EXCESS LIAB						AGGREGATE \$ 5,000,000
	☐ CLAIMS-MADE						
	☒ DED ☒ RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	TWC3449008	01/01/2015	01/01/2016	☒ WC STATUTORY LIMITS ☐ OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☐ N						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			IM8825980	01/01/2015	01/01/2016	Leased Eq 300,000 ea
A	Installation			\$2,924,000			Scheduled 1,323,640

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

Project: Mustang WWTP Improvements

CERTIFICATE HOLDER**CANCELLATION**

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

NOTEPAD:HOLDER CODE
INSURED'S NAME HCC Co LLCHCCCO-1
OP ID: H7PAGE 2
Date 10/13/2015

Mustang Improvement Authority is named or included as Additional Insured as respects General Liability, Auto Liability and Excess Liability as required by written contract.

Waiver of subrogation is included in favor of Mustang Improvement Authority as respects General Liability, Auto Liability, Excess Liability and Workers Compensation as required by written contract.

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 **10/20/15** MIA Minutes
- *2. Claims List for **FY '16**
- *3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
- 4. Approval of **Change Order** to Contract for Maintenance and Operation of Public Streets and Mowing and Maintenance of Public Parks and Facilities.

E. INFORMATION/REPORTS

- 1. Trustee Manager
- 2. Trustees

F. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Approval of Contract and Bonds for Project labeled Waste Water Treatment Plant Improvements.

G. ADJOURNMENT

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

**MUSTANG IMPROVEMENT AUTHORITY
OCTOBER 20, 2015**

The Mustang Improvement Authority met in regular session on Tuesday, October 20, 2015, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Friday, October 16, 2015, at 2:15 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 **7:39 p.m.**

B. ROLL CALL

Trustees Present: Riley
Staples
Jones
Hagan
Schweinberg
Adams

Trustees Absent: Grider

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **10/06/15** MIA Minutes
- *2. Claims List for **FY '16**

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

AYE: Riley, Staples, Jones, Hagan, Schweinberg, Adams

NAY: None

E. INFORMATION/REPORTS

1. **Trustee Manager**
None.
2. **Trustees**
None.

F. DISCUSSION ITEMS

None.

G. ADJOURNMENT

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

AYE: Riley, Staples, Jones, Hagan, Schweinberg, Adams
NAY: None

Meeting was adjourned at **7:39 p.m.**

Jay Adams, Chairman

Attest:

Lisa Martin, Secretary

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68 GENERAL GOVERNMENT						
16-0002	01-B0024	BANCFIRST	2013 BOND PAYMENT	10/2015	201510262012	93,569.50
16-0124	01-B0024	BANCFIRST	2009 BOND PAYMENT	10/2015	201510262013	21,939.66
16-0010	01-I0015	INCORE	WEBSITE FEES, U.B., COURT	10/2015	025-138506-	192.00
16-0646	01-M0210	MUSTANG IMPROVEMENT	TRANSFER CIP FEE TO MIA	10/2015	201510262016	30,000.00
16-0400	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	10/2015	201510262017	3,125.00
16-0209	01-S0205	STREET IMPROVEMENT FUND	FRANCHISE FEES	10/2015	201510262031	11,122.86
DEPARTMENT TOTAL:						159,949.02
DEPARTMENT: 72 WATER						
16-0843	01-C0108	COWAN GROUP	GENERAL ENGINEERING SERV	10/2015	2101-	4,213.50
16-0847	01-D0005	D.E.Q.	DEQ PERMIT APP. FEE	10/2015	201510272043	463.27
16-0848	01-D0005	D.E.Q.	DEQ PERMIT APPLICATION FE	10/2015	201510272044	711.23
DEPARTMENT TOTAL:						5,388.00
DEPARTMENT: 75 SEWER						
16-0843	01-C0108	COWAN GROUP	GENERAL ENGINEERING SERV	10/2015	2101-	13,896.88
16-0819	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	10/2015	201510262020	50.26
DEPARTMENT TOTAL:						13,947.14
DEPARTMENT: 78 SANITATION						
16-0039	01-00121	O.E.M.A.	MONTHLY SANITATION	10/2015	40152	78,256.80
DEPARTMENT TOTAL:						78,256.80
FUND TOTAL:						257,540.96

FUND: 70 - MIA RESERVE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 70		ADMINISTRATION				
16-0843	01-C0108	COWAN GROUP	GENERAL ENGINEERING SERV	10/2015	2101-	649.00
DEPARTMENT TOTAL:						649.00
FUND TOTAL:						649.00
GRAND TOTAL:						405,387.43

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: D-4

2. MEETING DATE: November 3, 2015

3. TITLE: Discussion, consideration, and possible action approving change order to contract for maintenance and operation of public streets and mowing and maintenance of public parks and facilities.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Justin Battles, Assistant City Manager

6. BACKGROUND: In the current contract with Silver Star construction a project manager is identified and termed as one who acts as the manager of all projects and operations within the scope of this agreement. The project manager per the agreement is not required to be on site during working hours. The change order designates that the project manager be on site at all times during normal working hours. The change order designates Dale Simpson, current full time foreman, to the position of project manager.

7. FINANCIAL IMPACT: \$14,000

8. STAFF'S COMMENTS: Staff recommends approving the change order as Dale Simpson is a valuable member of the Mustang staff and continues to be efficient and knowledgeable saving the City of Mustang thousands of dollars. Staff asks the effective date be the date of approval, October 20.

9. STAFF SOURCE: Justin Battles, Assistant City Manager

CHANGE ORDER

This Change Order, dated this 20th day of October, 2015, is entered into between the City of Mustang, Oklahoma, a municipal corporation ("CITY"), and the Mustang Improvement Authority, a municipal trust ("MIA") and Silver Star Construction Company ("Silver Star") with regard to that certain Agreement for Construction and Maintenance of Public Works Projects and Mowing and Maintenance of Public Parks and Facilities dated August 21, 2012 (the "Agreement").

The parties hereby agree that paragraph 2.2.1 of the Agreement is hereby amended to read as follows:

2.2.1 One (1) Project Manager. The Project Manager shall be Dale Simpson. Project Manager shall act as the manager of all projects and operations within the Scope of Services under this Agreement, and shall be stationed within the city limits of CITY at all times.

The parties further agree that, so long as Dale Simpson remains the Project Manager, the Annual Fee provided for in paragraph 4.2.1 of the Agreement shall be increased by Fourteen Thousand and No/100 Dollars (\$14,000.00) annually, to be prorated for the portion of the year that Dale Simpson serves as Project Manager beginning _____, 2015. In the event Dale Simpson ceases to be the Project Manager, then this Change Order shall terminate immediately and the Agreement shall revert back to the terms of paragraphs 2.2.1 and 4.2.1 previously in effect.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this Agreement to be signed as of the date first written above.

Attest:

Witness

CITY OF MUSTANG

By:

MUSTANG IMPROVEMENT
AUTHORITY

By:

SILVER STAR CONSTRUCTION
COMPANY, INC.

Attest:

By: