

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION

Cameron Whaley, Pastor, Canadian Valley Baptist Church

C. ROLL CALL

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

F. CONSENT AGENDA

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

1. Approval of **12/04/2018** City Council Minutes.
- *2. Claims List for **FY 2019**.
- *3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
4. Approval to Turn **Past Due Library Accounts** over to the Collection Agency.
- *5. Acknowledgement of **Receipt of DEQ Permit** No. WL000009180910, to Construct Water Lines for Mustang High School Performing Arts Center Project.
- *6. Acknowledgement of **Receipt of DEQ Permit** No. WL000009180830, to Construct Water Lines for Pine Canyon Addition.
- *7. Acknowledgement of **Receipt of DEQ Permit** No. SL000009180831, to Construct Sewer Lines for Pine Canyon Addition.

G. INFORMATION/REPORTS

1. City Manager Report
2. City Council Reports

H. DISCUSSION ITEMS

1. **Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1179**, An Ordinance of The City of Mustang, Oklahoma, Authorizing the Gift and Transfer of Certain Real Property Described herein to Independent School District No. 1-69, Canadian County, Oklahoma, and Authorizing and Directing the Mayor to Execute Documents to Complete the Transfer; Providing for Severability; and Declaring an Emergency.

- *2. **Discussion, Consideration and Possible Action** regarding Approval of Agreement between the City of Mustang Public Works Authority (MIA) and Oklahoma City Water Utilities Trust to Provide Wholesale Water Service.
3. **Public Hearing, Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1180**, An Ordinance of the City of Mustang, Oklahoma, Amending the Zoning Ordinance of The City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from "R-4 PUD" Multiple Family Planned Unit Development District to "R-4/C-2 PUD" Multiple Family Planned Unit Development District and, Declaring Repealer; Providing for Severability; and Declaring an Emergency. (Rezoning Application RZ-11-16-16-1-27, Laurel Springs, Ron Walters Homes, NW/4, Section 27, R-4 PUD to R-4 & C-2 PUD)
4. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 19-026**, a Resolution of The City Council of the City of Mustang, Oklahoma, Designating Wreckers to be used when Impounding Vehicles, Creating a Wrecker Rotation System and Imposing Requirements for Providing Wrecker Services when Requested by the City of Mustang.
5. **Discussion, Consideration and Possible Action** regarding Approval of Fitness Passport Service Agreement between the City of Mustang and OptumHealth Care Solutions, LLC.
6. **Discussion, Consideration and Possible Action** regarding:
 - a. Acceptance of Bids for Project Labeled South Mustang Road Widening and Reconstruction Project.
 - b. Awarding Lowest Qualified Bid for Project Labeled South Mustang Road Widening and Reconstruction Project.

J. CITY ATTORNEY'S REPORT

1. **Discussion, Consideration and Possible Action** regarding Potential Purchase and Acceptance of Permanent and Temporary Easements and Authorization for Mayor and City Staff to Execute Necessary Documents to Accomplish the Same; and, Proposed Executive Session as Authorized by 25 Okla. Stat. §307(B)(3).

K. ADJOURNMENT

**MUSTANG CITY COUNCIL
DECEMBER 4, 2018**

The Mustang City Council met in regular session on Tuesday, December 4, 2018, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Friday, November 30, 2018, at 9:45 a.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE/INVOCATION James Waugh, Pastor, Lakehoma Church of Christ

Pastor Waugh led the assembly in the Pledge and Invocation. He stated the Church was a community of faith and partners with different areas of the City stating they love to serve.

C. ROLL CALL

Councilmembers Present:	Pratt
	Leete
	Grider
	Jones
	McKenzie
	Noblitt
	Schweinberg

Councilmembers Absent: **None**

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

Mayor Schweinberg introduced those in the audience who have filed, or are planning to file, for Council: Michael Ray, Nathan Sholund, and David Harper.

Mr. Randy Nelson, Lane's Towing, 200 S. Cedar Springs Lane, addressed the Council regarding the City's wrecker service resolution asking the City to consider expanding the area a wrecker service must be located.

Councilman Noblitt requested this item be placed on the next agenda.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

City Manager Rooney requested Item H-5 be pulled from the agenda.

F. CONSENT AGENDA

1. Approval of **11/06/2018** City Council Minutes.
2. Approval of **11/13/2018** City Council Special Meeting (Work Session) Minutes.
- *3. Claims List for FY 2019.
- *4. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
5. Approval to Turn **Past Due Library Accounts** over to the Collection Agency.
6. Approval of **Oklahoma Humanities – Let's Talk About It**, Oklahoma Book Discussion Grant.
7. Approval of **Resolution No. 19-022** making Changes in the Library Fund Budget by making a Supplemental Appropriation to Increase the 2018-2019 Fiscal Year Budget by \$1,000.
- *8. Approval of **Schedule of Meetings** for City Council, Boards and Commissions, and Holidays for the City of Mustang/MIA for the Year 2019.

Councilman Grider requested Item F-8 be pulled for discussion.

MOTION was made by **Councilman Noblitt**, seconded by **Councilman Leete**, to Approve Items F-1 thru F-7 of the Consent Agenda.

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

NAY: None

Item *F-8 Approval of **Schedule of Meetings** for City Council, Boards and Commissions, and Holidays for the City of Mustang/MIA for the Year 2019.

Discussion was held regarding the pros and cons of meeting one time per month as opposed to twice per month including input from Staff.

MOTION was made by **Councilman Grider**, seconded by **Councilman Noblitt**, to Approve Item F-8 of the Consent Agenda as presented.

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

NAY: None

G. INFORMATION/REPORTS

1. City Manager Report

City Manager Rooney introduced his mother, Del McKenna, who was visiting from New Jersey. He stated he did not have anything else to report in addition to the City Manager's report which is available online.

2. City Council Reports

- a. Approval of **Proclamation** in Support of Decennial Census 2020 and Complete Count Committee.

MOTION was made by **Councilman McKenzie**, seconded by **Councilman Grider**, to Approve the Proclamation in Support of Decennial Census 2020 and Complete Count Committee.

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt, Schweinberg
NAY: None

- b. Appointment of Two (2) Members to the **Mustang Planning Commission**.

MOTION was made by **Councilman Jones**, seconded by **Councilwoman Pratt**, to Appoint Jay Adams and James Waugh to the Mustang Planning Commission.

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt, Schweinberg
NAY: None

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

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

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

Vice Mayor Grider did not have anything to report at this time.

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

Councilman McKenzie asked about his neighborhood's application brought to Staff for a speed table.

City Manager Rooney stated Staff would review the application and if approved, would be budgeted in next year's budget.

Councilman Noblitt requested an item regarding concealed carry at the ballparks be added to the next Work Session.

Mayor Schweinberg thanked *Assistant Parks and Recreation Director Heasley* and her staff for a great job with the Tree Lighting ceremony. He also wished everyone a Merry Christmas.

Assistant City Manager Battles informed everyone of the preparations being taken for any bad weather over the weekend.

H. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Acceptance of the Comprehensive Annual Financial Report and Report on Internal Control and Compliance with Government Auditing Standards for Fiscal Year ending June 30, 2018.

Finance Director Watts introduced Anne Marie Elfrink, MS, CPA, with Elfrink and Associates, PLLC who provided the annual audit report for FY2018.

MOTION was made by **Councilman McKenzie**, seconded by **Councilman Jones**, to Accept the Comprehensive Annual Financial Report and Report on Internal Control and Compliance with Government Auditing Standards for Fiscal Year ending June 30, 2018.

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

NAY: None

2. **Discussion, Consideration and Possible Action** regarding Appointment of Municipal Judge Steve Huddleston and Alternate Judge Chris Box in accordance with Chapter 26, Section 26-62 of the City of Mustang, Oklahoma Municipal Codes.

MOTION was made by **Councilman McKenzie**, seconded by **Councilman Jones**, to Appoint Municipal Judge Steve Huddleston and Alternate Judge Chris Box in accordance with Chapter 26, Section 26-62 of the City of Mustang, Oklahoma Municipal Codes.

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

NAY: None

3. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 19-024**, Supporting the Nomination of Timothy Rooney to the District 8 Seat on the Board of Directors of the Oklahoma Municipal League; Declaring said Appointment to be for the Benefit of the City of Mustang and Other Municipalities within the District; and Declaring the Mission of the Oklahoma Municipal League to be for the Public Purpose.

MOTION was made by **Councilman Noblitt**, seconded by **Councilman McKenzie**, to Approve **Resolution No. 19-024**, Supporting the Nomination of Timothy Rooney to the District 8 Seat on the Board of Directors of the Oklahoma Municipal League; Declaring said Appointment to be for the Benefit of the City of Mustang and Other Municipalities within the District; and Declaring the Mission of the Oklahoma Municipal League to be for the Public Purpose.

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

NAY: None

4. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 19-023**, a Resolution of the City Council of the City of Mustang, Oklahoma, Amending Resolution No. 16-037; Changing the Rates for Recreation Center Facilities; Declaring Repealer; Establishing Severability; and Declaring an Effective Date.

Assistant City Manager Battles provided information regarding the new proposed rates stating the Recreation Center rates had not been increased since 2006.

MOTION was made by **Councilman Noblitt**, seconded by **Councilman McKenzie**, to Approve **Resolution No. 19-023**, a Resolution of the City Council of the City of Mustang, Oklahoma, Amending Resolution No. 16-037; Changing the Rates for Recreation Center Facilities; Declaring Repealer; Establishing Severability; and Declaring an Effective Date.

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

NAY: None

5. **Discussion, Consideration and Possible Action** regarding Approval of Fitness Passport Service Agreement between the City of Mustang and OptumHealth Care Solutions, LLC.

This item was removed from the agenda under Item E – “New Business.”

- *6. **Discussion, Consideration and Possible Action** regarding:
- a. Acceptance of Bids for Project Labeled Rockwell Water Tank and County Line Tank Improvements.
 - b. Awarding Lowest Qualified Bid for Project Labeled Rockwell Water Tank and County Line Tank Improvements.

Assistant City Manager Battles stated Staff recommends accepting the three bids received for the above named project as well as recommends awarding to the low bidder, Elite Towers, Inc. in the amount of \$1,348,236.

MOTION was made by **Councilman Noblitt**, seconded by **Councilman Grider**, to Accept all Bids for Project Labeled Rockwell Water Tank and County Line Tank Improvements.

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

NAY: None

MOTION was made by **Councilman Grider**, seconded by **Councilman Leete** to Award to the low bidder, Elite Towers, Inc., in the amount of \$1,348,236 for Project Labeled Rockwell Water Tank and County Line Tank Improvements.

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

NAY: None

- *7. **Discussion, Consideration and Possible Action** regarding:
- a. Acceptance of Bids for Project Labeled S. Mustang Road Storm Sewer Project – Phase I.
 - b. Awarding Lowest Qualified Bid for Project Labeled S. Mustang Road Storm Sewer Project – Phase I.

Assistant City Manager Battles stated Staff recommends accepting the two bids received for the above named project as well as recommends awarding to the low bidder, MTZ Construction, Inc. in the amount of \$118,416.

MOTION was made by **Councilman Grider**, seconded by **Councilman Jones**, to Accept all Bids for Project Labeled S. Mustang Road Storm Sewer Project – Phase I.

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

NAY: None

MOTION was made by **Councilman Leete**, seconded by **Councilman Noblitt** to Award to the low bidder, MTZ Construction, Inc., in the amount of \$118,416 for Project Labeled S. Mustang Road Storm Sewer Project – Phase I

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt, Schweinberg
NAY: None

- *8. **Discussion, Consideration and Possible Action** regarding Approval of Contract and Bonds for Project Labeled S. Mustang Road Storm Sewer Project – Phase I.

MOTION was made by **Councilman McKenzie**, seconded by **Councilman Noblitt** to Approve the Contract and Bonds for Project Labeled S. Mustang Road Storm Sewer Project – Phase I

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt, Schweinberg
NAY: None

J. CITY ATTORNEY'S REPORT

City Attorney Miller stated only Items 1 through 5 would be heard in Executive Session with Item 6 being heard in Open Session.

1. **Discussion, Consideration and Possible Action** regarding Potential Purchase and Acceptance of Permanent and Temporary Easements and Authorization for Mayor and City Staff to Execute Necessary Documents to Accomplish the Same; and, Proposed Executive Session as Authorized by 25 Okla. Stat. §307(B)(3).
2. **Discussion Consideration and Possible Action** on potential Condemnation proceedings relating to the S.W. 89th Street Widening Project; and, proposed executive session as authorized by 25 Okla. Stat. §307(B)(4).
3. **Discussion** of *Cottonwood Development, L.L.C. v. City of Mustang*, Case No. CJ-2018-142, District Court, Canadian County, Oklahoma; and, proposed executive session as authorized by 25 Okla. Stat. §307(B)(4).
4. **Discussion** of *Otis A. Guthrie v. CPL Daniel T. Hall and City of Mustang*, Case No. CIV-16-1148, United States District Court, Western District of Oklahoma; and, proposed executive session as authorized by 25 Okla. Stat. §307(B)(4).
5. **Discussion** regarding Evaluation of and Employment Agreement with City Attorney; and, proposed executive session as authorized by 25 Okla. Stat. §307(B)(1, 2).

MOTION was made by **Councilman Grider**, seconded by **Councilwoman Pratt** to adjourn to Executive Session.

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt, Schweinberg
NAY: None

TIME ADJOURNED to Executive Session: **8:01 p.m.**

Mayor Schweinberg called the meeting back in session at **9:00 p.m.**

In reference to Item J-1 –

MOTION was made by **Councilman Leete**, seconded by **Councilman Grider** to Approve the Acceptance of Permanent and Temporary Easements from Tania and David Landgraf, Western Farmers Electric Co-op Inc. and authorization for the Mayor and Staff to execute necessary documents to complete acceptance of the easements.

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt, Schweinberg
NAY: None

In reference to Item J-2 –

Informational purposes only.

In reference to Item J-3 –

Informational purposes only.

In reference to Item J-4 –

Informational purposes only.

In reference to Item J-5 –

Informational purposes only.

Item J-6 was heard in open session.

6. **Discussion Consideration and Possible Action** regarding Approval of **Resolution No. 19-025**, a Resolution of the City Council of the City of Mustang, Oklahoma, Declaring the Necessity for Acquiring Certain Permanent and Temporary Easements Located in Section 34, Township 11 North, Range 5 West, and Section 3, Township 10 North, Range 5 West, Indian Meridian, Mustang, Canadian County, State of Oklahoma; Authorizing, Instructing, and Directing the City Manager to Acquire said Permanent and Temporary Easements for Public Street Purposes and Uses Incidental Thereto, for City of Mustang Street and Traffic Improvements for the S.W. 89th Street Widening Project, by Purchase and Settlement of Damages with the Land Owners; Authorizing, Instructing and Directing the City Attorney to Condemn said Properties for said Purposes if said Permanent and Temporary Easements cannot be Reasonably Purchased and the Damages Settled by Agreement with the Land Owners.

MOTION was made by **Councilman McKenzie**, seconded by **Councilman Jones** to Approve **Resolution No. 19-025**, a Resolution of the City Council of the City of Mustang, Oklahoma, Declaring the Necessity for Acquiring Certain Permanent and Temporary Easements Located in Section 34, Township 11 North, Range 5 West, and Section 3, Township 10 North, Range 5 West, Indian Meridian, Mustang, Canadian County, State of Oklahoma; Authorizing, Instructing, and Directing the City Manager to Acquire said Permanent and Temporary Easements for Public Street Purposes and Uses Incidental Thereto, for City of Mustang Street and Traffic Improvements for the S.W. 89th Street Widening Project, by Purchase and Settlement of Damages with the Land Owners; Authorizing, Instructing and Directing the City Attorney to Condemn said Properties for said Purposes if said Permanent and Temporary Easements cannot be Reasonably Purchased and the Damages Settled by Agreement with the Land Owners.

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt, Schweinberg
NAY: None

K. ADJOURNMENT

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

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

NAY: None

The meeting was adjourned at **9:02 p.m.**

Jess Schweinberg, Mayor

Attest:

Lisa Martin, City Clerk

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 MAYOR AND COUNCIL						
19-1127	01-C0216	CUSTOM CRAFT AWARDS, LLC	MAYORS AWARD	12/2018	CCA-18-2155	151.50
19-0068	01-E0027	ELFRINK AND ASSOCIATES, PLLA	AUDITING SERVICES	12/2018	19111	19,600.00
DEPARTMENT TOTAL:						19,751.50
DEPARTMENT: 11 CITY MANAGER						
19-0045	01-A0122	ALLIANCE MAINTENANCE, INC	JANITORIAL SERVICES	12/2018	109426	675.00
19-0088	01-00069	OK MUNICIPAL LEAGUE	ANNUAL LABOR RELATIONS	12/2018	32310	550.00
DEPARTMENT TOTAL:						1,225.00
DEPARTMENT: 12 LIBRARY						
19-0353	01-M0263	MIDWEST TAPE, LLC	NON-PRINT ITEMS FOR COLLE	12/2018	96660877	507.28
19-0354	01-T0048	CENGAGE LEARNING	LARGE PRINT BOOKS	12/2018	65653016	24.80
DEPARTMENT TOTAL:						532.08
DEPARTMENT: 13 PARKS AND RECREATION						
19-0246	01-A1192	AT&T MOBILITY LLC	PHONE SERVICE	12/2018	201812128967	354.78
19-1111	01-B0233	DEBORAH BOYER	MEETING ROOM RENTAL REFUN	12/2018	11941417	250.00
19-0254	01-C0189	TODD D. ABRELL	MAINTENANCE PROGRAM	12/2018	8318	250.00
19-0268	01-C0278	COX COMMUNICATIONS, INC.	TV FOR TREADMILLS	12/2018	201812128974	96.00
19-0880	01-C0286	CIVICPLUS, INC.	FEE FOR SOFTWARE	12/2018	180350	445.45
19-0248	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL FOR VEHICLES	12/2018	NP54862308B	524.38
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICES	12/2018	201812128981	3,967.48
19-0094	01-00055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICES	12/2018	201812128979	59.10
19-0267	01-V0050	CELLCO PARTNERSHIP	JET PACKS & PHONE	12/2018	9818866214	173.28
19-0819	01-W0135	WARREN POWER & MACHINERY, I	LIGHT TOWERS FOR SPECIAL	12/2018	A6376802	609.40
DEPARTMENT TOTAL:						6,729.87
DEPARTMENT: 15 GENERAL GOVERNMENT						
19-0065	01-D0088	STATE OF OKLAHOMA - DEPARTM	INMATE LABOR	12/2018	UNCCC-306 1118	945.00
19-0071	01-F0078	DAIHS USA, INC	CITY HALL COFFEE SERVICE	12/2018	233945	36.50
19-0023	01-00014	OK MUNICIPAL ASSURANCE GROU	GENERAL LIABILITY INSURAN	12/2018	201812138992	519.38
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICES	12/2018	201812128981	481.76
19-0094	01-00055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICES	12/2018	201812128979	92.20
19-1147	01-00271	THE OKLAHOMA PUBLISHING COM	TOP WORKPLACE WINNER BANN	12/2018	1774167181202	500.00
19-0098	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	12/2018	25307	93,032.89
19-0309	01-S0093	SMART TECHNOLOGIES, INC	MAINTENANCE AGREEMENT	12/2018	717933	3,179.95
19-1079	01-S0093	SMART TECHNOLOGIES, INC	RUN NETWORK DROP FOR POST	12/2018	717939	225.00
19-0099	01-S0173	STANDLEY SYSTEMS, LLC	COPIER LEASE/USAGE	12/2018	916198	2,095.30
19-0308	01-S0306	SETH B SHAY	PEST CONTROL	12/2018	201812128987	600.00
DEPARTMENT TOTAL:						101,707.98

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 18 TOWN CENTER						
19-0181	01-A0110	ALL SEASON BUILDING SUPPLY	SUPPLIES FOR DEPARTMENT	12/2018	160421	7.05
19-0252	01-A0122	ALLIANCE MAINTENANCE, INC	CLEANING OF T.C.	12/2018	109425	4,435.00
19-0425	01-B0242	BENTLEY FLOORING, INC	REPLACEMENT CARPET SQUARE	12/2018	12113A	234.00
19-0977	01-B0242	BENTLEY FLOORING, INC	CARPET SQUARES FOR BANQUE	12/2018	12113	206.00
19-0945	01-B1002	BEASLEY TECHNOLOGY	REPAIR TO ROOF SOUND SYST	12/2018	BUS-100914A	577.50
19-0426	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	12/2018	64191580	2,947.20
19-0051	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICE	12/2018	201812128977	533.61
19-0182	01-C2231	CORY'S AUDIO VISUAL SERVICE	REPAIRS TO AV	12/2018	185624	250.00
19-1057	01-D0151	DOMINGO ALVAREZ	WAXING FLOORS	12/2018	201812128975	994.00
19-0186	01-E0086	ENGINEERED EQUIPMENT INC.	FILTERS FOR HVAC	12/2018	504486	262.08
19-0175	01-F0078	DAIHS USA, INC	COFFEE SUPPLIES	12/2018	233947	69.25
19-0522	01-J0074	JACKSON MECHANICAL SERVICE	REPAIRS TO BOILER	12/2018	18-1895B	77.90
19-0860	01-J0074	JACKSON MECHANICAL SERVICE	REPAIRS TO BOILER	12/2018	18-1895A	313.24
19-0965	01-J0074	JACKSON MECHANICAL SERVICE	REPAIRS TO BOILER	12/2018	18-1895	81.57
19-0264	01-K0033	KONE, INC	QUARTERLY MAINTENANCE	12/2018	959105442	747.18
19-0704	01-K0033	KONE, INC	ELEVATOR SERVICE	12/2018	959105442A	50.70
19-0237	01-M0128	MAC FIRE SYSTEMS, INC	ANNUAL INSPECTION	12/2018	139920	45.00
19-0930	01-M0128	MAC FIRE SYSTEMS, INC	FIRE EXTINGUISHER INSPECT	12/2018	139980	543.00
19-0931	01-M0128	MAC FIRE SYSTEMS, INC	ALARM INSPECTION	12/2018	139936	625.00
19-0091	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICES	12/2018	201812128981	5,740.02
19-0925	01-S1165	INTERLINE BRANDS, INC	CLEANING EQUIPMENT	12/2018	465954535	27.84
19-1017	01-W0139	WEATHERMAN MECHANICAL, INC	HVAC REPAIRS	12/2018	2364718202	968.27
DEPARTMENT TOTAL:						19,735.41
DEPARTMENT: 19 BALL COMPLEX						
19-1059	01-A0110	ALL SEASON BUILDING SUPPLY	MISC. ITEMS FOR SPORTS CO	12/2018	162200	4.18
19-1092	01-A0110	ALL SEASON BUILDING SUPPLY	MISC. ITEMS FOR SPORTS CO	12/2018	162082	498.26
19-0249	01-A0131	JAMES HILLIS	PORT-A-POTTIES	12/2018	22924	147.00
19-0730	01-B1019	BEN E. KEITH FOODS INC -	OKFOOD FOR CONCESSION	12/2018	64153157	234.19
19-1074	01-C0296	CONTRACTOR'S SUPPLY	PALLET SHELVING UNIT	12/2018	1827973	428.50
19-0250	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL	12/2018	NP54862308A	209.64
19-0732	01-I1119	STEPHENSON WHOLESALE CO,	INFOOD FOR CONCESSION	12/2018	7025030	212.88
19-0091	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICES	12/2018	201812128981	604.64
19-0094	01-O0055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICES	12/2018	201812128979	1,164.78
19-1039	01-P0055	PLUMBCO, INC	WINTERIZE POOL AND BALLFI	12/2018	201812128985	550.00
19-0318	01-Q0013	QUICKSCORES LLC	ONLINE SCHEDULES FOR LEAG	12/2018	182694	63.00
19-1131	01-S0282	CHRIS L. SPITLER	SCHEDULING OF ADULT LEAGU	12/2018	201812128989	465.00
19-0904	01-T0101	THOR GUARD, INC.	RENEWAL OF SOFTWARE	12/2018	49584	1,000.00
DEPARTMENT TOTAL:						5,582.07

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20 AQUATICS						
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICES	12/2018	201812128981	213.03
19-1039	01-P0055	PLUMBCO, INC	WINTERIZE POOL AND BALLFI	12/2018	201812128985	550.00
DEPARTMENT TOTAL:						763.03
DEPARTMENT: 21 FINANCE						
19-1116	01-C5250	COMTECH DESIGN, PRINT & MAIL	CASH RECEIPTS	12/2018	214269	598.42
19-0072	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	12/2018	NP54862308	22.97
19-0934	01-M0189	MEEKS LITHOGRAPHING CO.	CITATION BOOKS	12/2018	18110100	706.21
19-0303	01-00117	OMCTFOA TREASURER	ANNUAL MEMBERSHIP DUES	12/2018	201812128983	60.00
DEPARTMENT TOTAL:						1,387.60
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
19-0281	01-02440	STATE OF OKLAHOMA	LICENSING FOR INSPECTORS	12/2018	201812128971	70.00
19-0278	01-C0020	CANADIAN COUNTY CLERK	FILING FEES FOR ABATEMENT	12/2018	R584978	54.00
19-0758	01-F0094	FLEETCORE TECHNOLOGIES, INC	BULK FUEL	12/2018	NP54862308C	266.34
19-0811	01-I0015	TYLER TECHNOLOGIES, INC	INCODE REGIONAL TRAINING	12/2018	025-244003	250.00
19-0844	01-V0050	CELLCO PARTNERSHIP	CELL PHONE SERVICE	12/2018	9818866214A	176.76
DEPARTMENT TOTAL:						817.10
DEPARTMENT: 41 POLICE						
19-0123	01-A0122	ALLIANCE MAINTENANCE, INC	FACILITY CLEANING	12/2018	109427	1,295.00
19-1033	01-A0187	ASSESSMENT SYSTEMS INC	FIT FOR DUTY EXAM	12/2018	4479	600.00
19-0051	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICE	12/2018	201812128977	509.12
19-0131	01-C0232	COPS PRODUCTS	REPLACEMENT VESTS	12/2018	20187711	710.00
19-0038	01-F0078	DAIHS USA, INC	COFFEE SERVICE & ICE RENT	12/2018	233397	273.50
19-0138	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	12/2018	NP54862275	3,785.96
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICES	12/2018	201812128981	2,863.93
19-0152	01-R0146	ROGUE COMP AUTOMOTIVE INC.	OIL CHANGES, TIRE ROTATIO	12/2018	6396	42.49
19-1076	01-S0093	SMART TECHNOLOGIES, INC	WINDOWS 10 UPGRADE LICENS	12/2018	717925	620.00
19-0156	01-T0029	WEST PUBLISHING CORPORATION	CLEAR INVESTIGATIVE TOOL	12/2018	839366212	202.00
19-0158	01-V0050	CELLCO PARTNERSHIP	WIRELESS TERMINAL USAGE	12/2018	9819149747	1,126.32
DEPARTMENT TOTAL:						12,028.32

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 42 ANIMAL WELFARE						
19-0658	01-C0050	KING ENTERPRISES, L.L.C.	MISC. PLUMBING REPAIRS	12/2018	201812128972	250.00
19-0138	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	12/2018	NP54862275	307.08
19-0141	01-L0096	LAURA L RIDLEY	ANIMAL SHELTER LAUNDRY	12/2018	8399	164.66
19-0158	01-V0050	CELLCO PARTNERSHIP	WIRELESS TERMINAL USAGE	12/2018	9818866214d	106.14
DEPARTMENT TOTAL:						827.88
DEPARTMENT: 51 FIRE						
19-0222	01-A0110	ALL SEASON BUILDING SUPPLY	MISC. BUILDING REPAIR	12/2018	162372	27.19
19-1090	01-A2582	ARROW MACHINERY CO., INC.	REPAIR EXTRACTOR CYCLE	12/2018	48257	130.00
19-1014	01-B0211	ACROSS THE STREET PRODUCTIONS	COMMAND BOARDS, POSTER	12/2018	1002	860.00
19-1018	01-C1031	CUSTOM IDENTIFICATION PRODUCTS	TAGS FOR HELMETS	12/2018	330663	43.75
19-0219	01-C1118	GLOBAL BUSINESS, INC.	UNIFORM CLEANING	12/2018	L137400	5.00
19-0332	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL FOR VEHICLES	12/2018	NP54862307	951.83
19-1072	01-L0399	LIBERTY FLAGS, INC.	OK STATE FLAGS	12/2018	87599	249.00
19-0365	01-N0137	NORTHERN SAFETY CO INC	SCBA REPAIRS	12/2018	903227927	72.50
19-1019	01-S0088	SPECIAL OPS UNIFORMS, INC	CHIEF CLASS A'S SHOES	12/2018	284659	112.00
19-0227	01-U0055	UNIFIRST HOLDINGS INC	SHOP TOWEL SERVICE	12/2018	825 1327739	42.75
19-0753	01-V0050	CELLCO PARTNERSHIP	AIR TIME FOR TABLETS	12/2018	9819149748	463.76
DEPARTMENT TOTAL:						2,957.78
DEPARTMENT: 61 STREETS						
19-0878	01-C0278	COX COMMUNICATIONS, INC.	PHONE & INTERNET	12/2018	201812128969	356.53
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICES	12/2018	201812128981	993.65
19-0094	01-00055	OKLAHOMA GAS & ELECTRIC COMPANY	ELECTRIC SERVICES	12/2018	201812128979	338.21
19-1130	01-00055	OKLAHOMA GAS & ELECTRIC COMPANY	ELECTRIC SERVICE-MAINT. B	12/2018	201812128988	99.81
DEPARTMENT TOTAL:						1,788.20
FUND TOTAL:						175,833.82

FUND: 02 - GENERAL RESERVE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
19-1073	01-M0200	MUSTANG FLOWER & GIFTS, INCDECORATE WELCOME SIGNS		12/2018	10016225	2,750.00
DEPARTMENT TOTAL:						2,750.00
FUND TOTAL:						2,750.00

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
19-1000	01-L0123	LEA PARK & PLAY, INC.	REPLACE SWING BEAM	12/2018	6967	1,041.00
DEPARTMENT TOTAL:						1,041.00
FUND TOTAL:						1,041.00

FUND: 11 - PARK & REC DONATION

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
19-1056	01-B1002	BEASLEY TECHNOLOGY	REPAIRS OF ROOF SOUND SYS	12/2018	BUS-100914	450.00
19-1087	01-C0212	GERALD S. CHRISOPE	SANTA FOR SPECIAL EVENTS	12/2018	201812128973	150.00
19-1046	01-D0081	DALLAS RICHARDSON	SOUND FOR SPECIAL EVENT	12/2018	4384	550.00
19-1037	01-E0125	EDGAR CRUZ, INC.	MUSIC FOR SPECIAL EVENTS	12/2018	201812128976	300.00
19-1045	01-P0071	LISA SUSAN POWERS	FACE PAINTING FOR EVENT	12/2018	201812128984	185.00
DEPARTMENT TOTAL:						1,635.00
FUND TOTAL:						1,635.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
19-0098	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	12/2018	25308	9,702.75
19-1120	01-S0274	SC MOTORSPORTS & CLASSICS	GOPHER AND MOLE ERADICATI	12/2018	201812128986	1,720.00
DEPARTMENT TOTAL:						11,422.75
FUND TOTAL:						11,422.75

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 PARK AND RECREATION						
19-0947	01-S0004	S&S WORLDWIDE, INC	FURNITURE AND EQUIPMENT E	12/2018	10540139	133.39
DEPARTMENT TOTAL:						133.39
DEPARTMENT: 18 TOWN CENTER						
19-0881	01-W0139	WEATHERMAN MECHANICAL, INC	REPLACING RTU 9 AND 16	12/2018	20556718100	8,925.00
DEPARTMENT TOTAL:						8,925.00
DEPARTMENT: 41 POLICE						
19-0151	01-R0147	RCB BANK	3RD YEAR LEASE PURCHASE	12/2018	3	46,692.78
DEPARTMENT TOTAL:						46,692.78
DEPARTMENT: 61 STREETS						
19-0666	01-C0278	COX COMMUNICATIONS, INC.	INSTALLATION OF PHONE & I	12/2018	201812128970	750.00
19-0098	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	12/2018	25308	5,812.94
DEPARTMENT TOTAL:						6,562.94
FUND TOTAL:						62,314.11

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
19-1135	01-A0117	ALIUS HEALTH LLC	WORKERS COMP CLAIM	12/2018	201812138993	296.07
19-1136	01-B0048	BARNUM & CLINTON, PLLC	WORKERS COMP CLAIM	12/2018	201812138994	465.50
19-1134	01-C0288	CARLISLE AND ASSOCIATES	WORKERS COMP CLAIM	12/2018	201812138995	575.10
19-1137	01-M0267	MEDICAL CLAIMS REVIEW SERV	MEDICAL BILL AUDIT FEE	12/2018	201812138996	42.10
DEPARTMENT TOTAL:						1,378.77
FUND TOTAL:						1,378.77
GRAND TOTAL:						1,242,801.93

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 MAYOR AND COUNCIL						
19-0057	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING FEES	12/2018	3932	987.60
19-0010	01-H0045	RALPH STEVEN HUDDLESTON	COURT APPEARANCES	1/2019	201812269025	1,600.00
19-0086	01-M0302	MONNET, HAYES, BULLIS, THOMAS	ATTORNEY FEES	12/2018	2018-4	319.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2019	201812269028	30.00
19-0111	01-W0001	WHEATLEY, SEGLER, OSBY & MIAT	ATTORNEY EXPENSES/PROSECU	12/2018	18931	202.40
DEPARTMENT TOTAL:						3,139.00
DEPARTMENT: 11 CITY MANAGER						
19-0084	01-M0180	MUSTANG CHAMBER OF COMMER	CHAMBER LUNCHEONS	12/2018	15101	52.00
19-0027	01-P0099	PRINCIPAL LIFE INSURANCE	CORETIREE INSURANCE	1/2019	201812269018	300.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2019	201812269028	70.00
19-0111	01-W0001	WHEATLEY, SEGLER, OSBY & MIAT	ATTORNEY EXPENSES/PROSECU	12/2018	18930	662.44
19-0117	01-W0009	WORKERS ASSISTANCE PROGRAM,	EMPLOYEE ASSISTANCE PROGR	12/2018	201812269007	340.20
19-1023	01-Y0034	THE YUKON REVIEW	AD FOR DISPATCHER/JAILER	12/2018	19681A	71.10
19-1030	01-Y0034	THE YUKON REVIEW	AD FOR DISPATCHER/JAILER	12/2018	19681	45.00
DEPARTMENT TOTAL:						1,540.74
DEPARTMENT: 12 LIBRARY						
19-0356	01-B1023	BTAC ACQUISITION CORP.	FICTION BOOKS	1/2019	5015264019	17.32
19-1052	01-M0263	MIDWEST TAPE, LLC	NONPRINT ITEMS FOR COLLEC	12/2018	96713747	136.82
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2019	201812269028	10.00
DEPARTMENT TOTAL:						164.14
DEPARTMENT: 13 PARKS AND RECREATION						
19-0001	01-A0114	PHIL & HELEN SCHUMINSKY MUS	STORAGE SERVICES	1/2019	201812269020	98.00
19-1036	01-C0295	CRACKER BARRELL OLD COUNTRY	FOOD FOR MYSTERY DINNER	12/2018	201812269004	1,400.00
19-1177	01-F0125	ANITA FEEMSTER	COOKIE DECORATING REFUND	12/2018	201812269050	10.00
19-1034	01-F6632	CHRIS DENNIS	BOUNCE HOUSE RENTAL	12/2018	201812269038	100.00
19-1124	01-G0076	THE PROPHET CORPORATION	DODGEBALLS, STABILITY BAL	12/2018	9543445	40.00
19-1149	01-G0076	THE PROPHET CORPORATION	YUKO-BALL SET	12/2018	9545283	775.03
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2019	201812269028	125.00
19-0974	01-W0169	TERRI MYERS	PERFORMANCE DINNER THEATR	12/2018	19-208	800.00
DEPARTMENT TOTAL:						3,348.03

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15 GENERAL GOVERNMENT						
19-0001	01-A0114	PHIL & HELEN SCHUMINSKY MUSSTORAGE SERVICES		1/2019	201812269020	133.00
19-0058	01-C0025	CANADIAN COUNTY ELECTION BOPRE-ELECTION & ELECTION E		12/2018	201812269034	547.37
19-0056	01-C0278	COX COMMUNICATIONS, INC.	TELEPHONE/INTERNET SERVIC	12/2018	201812269035	6,893.26
19-0011	01-I0015	TYLER TECHNOLOGIES, INC	MONTHLY SUPPORT & HOST WE	1/2019	025-245344	250.00
19-0013	01-K0053	KG HOLDINGS, LP	STAGE INCENTIVE PAY	1/2019	201812269011	4,833.33
19-0014	01-K0127	KG SC HOLDINGS, LLC	CASH SAVER-PAYBACK INCENT	1/2019	201812269026	5,000.00
19-0095	01-O0010	ONE GAS, INC.	GAS SERVICE	12/2018	201812269040	101.68
19-1152	01-O0271	THE OKLAHOMA PUBLISHING COMTOP WORKPLACES CLASS AD		12/2018	1774167181209	3,750.00
19-0338	01-O1177	STATE OF OKLAHOMA	SALES TAX PAYABLE	12/2018	201812269008	66.79
19-0025	01-P0151	PB EQUIPMENT MANAGEMENT INC	LEASE ON MAIL MACHINE	12/2018	3307744842	846.72
19-1172	01-S0156	STREET SIDE LTD. CO., INC.	RED/WHITE FLAGPOLE TREE	12/2018	1055	1,349.63
19-1173	01-S0156	STREET SIDE LTD. CO., INC.	MUSTANG SIGNS, TIMERS	12/2018	1059	1,387.00
DEPARTMENT TOTAL:						25,158.78
DEPARTMENT: 16 TRANSFERS						
19-0016	01-L0045	LIMITED PURPOSE FUND	10% EXCESS OVER \$800,000	1/2019	201812269013	8,000.00
19-0017	01-M0210	MUSTANG IMPROVEMENT AUTHORITY	SALES TAX TRANSFER	1/2019	201812269014	480,000.00
DEPARTMENT TOTAL:						488,000.00
DEPARTMENT: 18 TOWN CENTER						
19-0176	01-L0052	LOCKE SUPPLY CO	LIGHTS & SUPPLIES	12/2018	36042780-00,359116	48.97
19-0180	01-M0205	ROGER HAYES	REPAIRS TO DOORS & WINDOW	12/2018	1016	320.00
19-0095	01-O0010	ONE GAS, INC.	GAS SERVICE	12/2018	201812269040	213.12
19-0690	01-P0055	PLUMBCO, INC	REPAIRS TO PLUMBING	12/2018	201812269042	773.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2019	201812269028	20.00
19-1053	01-S1002	STERLING & SONS ELECTRIC, L	REPAIR BREAKERS AND OUTLE	12/2018	3638	122.00
19-0925	01-S1165	INTERLINE BRANDS, INC	CLEANING EQUIPMENT	12/2018	468450906	278.79
19-0881	01-W0139	WEATHERMAN MECHANICAL, INC	REPLACING RTU 9 AND 16	12/2018	20556618099	1,425.00
DEPARTMENT TOTAL:						3,200.88
DEPARTMENT: 19 BALL COMPLEX						
19-1084	01-K0135	KILL CLIFF, INC.	BEVERAGES FOR CONCESSION	12/2018	1000238097	107.97
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2019	201812269028	50.00
DEPARTMENT TOTAL:						157.97

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20 AQUATICS						
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2019	201812269028	30.00
DEPARTMENT TOTAL:						30.00
DEPARTMENT: 21 FINANCE						
19-0792	01-C0245	CRAWFORD & ASSOCIATES, PC	CAFR REVIEW/CONSULTING FE	12/2018	12106	1,155.00
19-1175	01-I0015	TYLER TECHNOLOGIES, INC	COURT/POLICE INTERFACE	12/2018	025-244862	1,375.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2019	201812269028	40.00
DEPARTMENT TOTAL:						2,570.00
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2019	201812269028	70.00
DEPARTMENT TOTAL:						70.00
DEPARTMENT: 41 POLICE						
19-0125	01-A0039	A.S.C. INC.	MISC. VEHICLE PARTS	12/2018	94193	21.18
19-1133	01-C0011	CHICKASAW TELECOM, INC.	DISPATCH PHONE-AUDIO LOGG	12/2018	100638	160.00
19-0133	01-C1118	GLOBAL BUSINESS, INC.	UNIFORM CLEANING	12/2018	201812269036	350.00
19-0038	01-F0078	DAIOHS USA, INC	COFFEE SERVICE & ICE RENT	12/2018	235501	54.95
19-0095	01-O0010	ONE GAS, INC.	GAS SERVICE	12/2018	201812269040	207.98
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2019	201812269028	710.00
19-0828	01-S0330	STREETS, LLC	REPAIR BOILER & REPLACE E	12/2018	50343	5,191.39
19-0157	01-T1029	THOMAS DAVIS	JAIL LAUNDRY SERVICE	12/2018	3201	236.00
19-0575	01-Y0040	YUKON TROPHY & AWARDS INC	GRAPHICS FOR NEW VEHICLES	12/2018	1218202	505.00
DEPARTMENT TOTAL:						7,436.50
DEPARTMENT: 42 ANIMAL WELFARE						
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2019	201812269028	15.00
DEPARTMENT TOTAL:						15.00

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 44 POLICE DISPATCH						
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2019	201812269028	60.00
DEPARTMENT TOTAL:						60.00
DEPARTMENT: 51 FIRE						
19-0660	01-B0137	BOUND TREE MEDICAL LLC	EMS SUPPLIES	12/2018	83049689	1,626.11
19-0920	01-B0137	BOUND TREE MEDICAL LLC	EMS ORDER	12/2018	83053823	846.96
19-0988	01-B0137	BOUND TREE MEDICAL LLC	EMS SUPPLIES	12/2018	83055165	11.44
19-0988	01-B0137	BOUND TREE MEDICAL LLC	EMS SUPPLIES	1/2019	83052432	258.13
19-1156	01-C0060	CRAIG CARRUTH	PER-DIEM FOR WORKSHOP	12/2018	201812269005	120.00
19-0794	01-C0065	CASCO INDUSTRIES, INC.	ANNUAL UNIFORM ORDER	12/2018	201510	2,019.00
19-0796	01-C0232	COPS PRODUCTS	UNIFORM ORDER	12/2018	20188640	3,906.24
19-1051	01-C0232	COPS PRODUCTS	DEPT. UNIFORM FOR COATS	12/2018	20189515	728.98
19-0377	01-E0111	EASTERN OK COUNTY TECHNOLOG	FIRE SCHOOL FOR MORGAN PE	12/2018	20190065	1,637.00
19-1125	01-G0040	GENTRY SERVICE & REPAIR,	INREPLACE FILTERS FOR HEATE	12/2018	181765	430.00
19-1155	01-J1061	WILLIAM A. JUSTICE	PROVIDER CARDS, INSTRUCTO	12/2018	135	70.00
19-0095	01-O0010	ONE GAS, INC.	GAS SERVICE	12/2018	201812269040	143.95
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2019	201812269028	850.00
19-1146	01-R0146	ROGUE COMP AUTOMOTIVE INC.	FRONT END ALIGNMENT	12/2018	6509	311.25
19-0823	01-S1165	INTERLINE BRANDS, INC	CLEANING SUPPLIES	12/2018	467770269	209.36
19-0218	01-W0020	WALMART COMMUNITY BRC	MISC. CHARGES	12/2018	201812269045	60.53
19-0692	01-W0056	ANDREW J WILLRATH	TUITION REIMBURSEMENT	12/2018	201812269044	369.75
19-0867	01-W0056	ANDREW J WILLRATH	TUITION REIMBURSEMENT	12/2018	201812269043	647.06
DEPARTMENT TOTAL:						14,245.76
FUND TOTAL:						549,136.80

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PURCHASE ORDER CLAIM REGISTER

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FUND: 02 - GENERAL RESERVE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
19-1172	01-S0156	STREET SIDE LTD. CO., INC. RED/WHITE FLAGPOLE TREE		12/2018	1055	13,400.37
DEPARTMENT TOTAL:						13,400.37
FUND TOTAL:						13,400.37

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FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
19-1169	01-E0104	E&E LAWN CARE, INC	TREES AND INSTALLATION	12/2018	201812269047	1,350.00
DEPARTMENT TOTAL:						1,350.00
FUND TOTAL:						1,350.00

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PURCHASE ORDER CLAIM REGISTER

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FUND: 06 - ENFORCE OF ALCOHOL LAWS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		ENFORCE OF ALCOHOL LAWS				
19-1008	01-B0109	STATE OF OKLAHOMA BOARD OF INTOXILYZER CLASS		12/2018	7818	124.00
DEPARTMENT TOTAL:						124.00
FUND TOTAL:						124.00

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FUND: 07 - LIBRARY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
19-1159	01-L0135	MOLLY L. LEMMONS	SPEAKER FEES	12/2018	201812269039	100.00
19-1098	01-W0024	HARLAN HARBOUR WINN	SCHOLAR BOOK DISCUSSION	12/2018	201812269046	118.36
DEPARTMENT TOTAL:						218.36
FUND TOTAL:						218.36

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FUND: 11 - PARK & REC DONATION

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
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DEPARTMENT: 00 ADMINISTRATION

19-1124	01-G0076	THE PROPHET CORPORATION	DODGEBALLS, STABILITY BAL	12/2018	9543445	240.23
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DEPARTMENT TOTAL: 240.23

FUND TOTAL: 240.23

12/27/2018 4:40 PM

PURCHASE ORDER CLAIM REGISTER

PAGE: 10

FUND: 13 - POLICE TECHNOLOGY FEES

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE TECHNOLOGY				
19-0134	01-D0090	STATE OF OKLAHOMA	OLETS USER FEES	12/2018	21-1901625	350.00
DEPARTMENT TOTAL:						350.00
FUND TOTAL:						350.00

12/27/2018 4:40 PM

PURCHASE ORDER CLAIM REGISTER

PAGE: 11

FUND: 14 - STREET/DRAINAGE IMP

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
19-0087	01-M0188	MESHEK & ASSOCIATES	ENGINEERING FEES	12/2018	5911	11,733.75
DEPARTMENT TOTAL:						11,733.75
FUND TOTAL:						11,733.75

12/27/2018 4:40 PM

P U R C H A S E O R D E R C L A I M R E G I S T E R

PAGE: 12

FUND: 15 - PERSONAL SERVICE - 10% EX

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE				
19-0009	01-G0030	GENERAL FUND	TRANSFER 10% P.S.	1/2019	201812269010	15,000.00
DEPARTMENT TOTAL:						15,000.00
DEPARTMENT: 51		FIRE				
19-0009	01-G0030	GENERAL FUND	TRANSFER 10% P.S.	1/2019	201812269010	15,000.00
DEPARTMENT TOTAL:						15,000.00
FUND TOTAL:						30,000.00

12/27/2018 4:40 PM

PURCHASE ORDER CLAIM REGISTER

PAGE: 13

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 18		TOWN CENTER				
19-0881	01-W0139	WEATHERMAN MECHANICAL, INC REPLACING RTU 9 AND 16		12/2018	20556618099	31,075.00
DEPARTMENT TOTAL:						31,075.00
DEPARTMENT: 41		POLICE				
19-0345	01-C0107	CIRCA, INCORPORATED	REPLACE BATTERY BACKUP	12/2018	201812269037	38,785.00
DEPARTMENT TOTAL:						38,785.00
FUND TOTAL:						69,860.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
19-1163	01-E0007	EMERGENCY PHYSICIANS OF MIDWORKERS COMP CLAIM		12/2018	201812269032	88.73
19-1164	01-E0007	EMERGENCY PHYSICIANS OF MIDWORKERS COMP CLAIM		12/2018	201812269033	88.73
19-1165	01-K0014	KENT C HENSLEY MD, INC WORKERS COMP CLAIM		12/2018	201812269029	600.00
19-1161	01-M0265	INDEPENDENT MEDICAL EXAMINAWORKERS COMP CLAIM		12/2018	201812269030	536.62
19-1162	01-T024	THE PHYSICIANS GROUP LLC WORKERS COMP CLAIM		12/2018	201812269031	180.00
DEPARTMENT TOTAL:						1,494.08
FUND TOTAL:						1,494.08

December 2018 VISA

<u>DEPT</u>		
511	CITY MANAGER	\$ 2,000.00
512	LIBRARY	\$ 8,000.00
513	PARKS & RECREATION	\$ 10,000.00
515	GENERAL GOVERNMENT	\$ 3,000.00
518	TOWN CENTER	\$ 3,000.00
521	FINANCE	\$ 600.00
531	COMM. DEV.	\$ 500.00
541	POLICE	\$ 5,500.00
551	FIRE	\$ 5,000.00
TOTAL		\$ 37,600.00

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

December 2018 PAYROLL

FUND 01	GENERAL FUND	
501	CITY ATTORNEY	\$ 16,342.05
511	CITY MANAGER	\$ 44,648.90
512	LIBRARY	\$ 33,948.76
513	PARKS & RECREATION	\$ 84,433.90
518	TOWN CENTER	\$ 7,638.85
519	BALL COMPLEX	\$ 15,146.38
520	AQUATICS	\$ 2,836.24
521	FINANCE	\$ 58,576.28
531	COMMUNITY DEVELOPMENT	\$ 46,931.22
541	POLICE	\$ 214,059.52
542	ANIMAL CONTROL	\$ 9,252.42
543	OHSO GRANT	\$ 3,330.66
544	POLICE DISPATCH	\$ 40,739.24
551	FIRE	\$ 175,041.99
TOTAL		\$ 752,926.41

FUND 69	RISK MANAGEMENT	
69	WORKERS COMP	\$ -
TOTAL		\$ -

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO.** E-3
2. **DATE:** JANUARY 2, 2018
3. **TITLE:** Approval to turn past due utility accounts over to the collection agency
4. **COUNCIL ACTION:** Approve or Deny
5. **INITIATOR:** Janet Watts, Finance Director
6. **BACKGROUND:** The attached utility accounts are past due and need to be sent to collections. Total balance is \$1,644.84 excluding collection agency fees.
7. **STAFF SOURCE:** Janet Watts, Finance Director
8. **FINANCIAL IMPACT:** Bad debt write-off of \$1,644.84
9. **STAFF COMMENTS:** Recommends turning accounts over to collections.
10. **CITY ATTORNEY'S COMMENTS:**
11. **RESOLUTION/ORDINANCE NO.** N/A

JANA FERRELL - COLLECTIONS

01/03/2019

ACCOUNT NUMBER	NAME	SERVICE ADDRESS	MAILING ADDRESS	BALANCE	AGENCY FEE	TOTAL FEE
05-0208-16	ATKINSON, DAVID	1184 W WESTCHESTER WAY	1184 W WESTCHESTER WAY	\$ 93.92		
START DATE:	BALTZELL, BRITTANY	MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
13-0255-03	BAKER, BRANDON	229 W CHANTILLY WAY	888 FILLMORE AVE	\$ 98.54		
START DATE:		MUSTANG, OK 73064	PIEDMONT, OK 73078			
FINAL DATE:						
05-0158-11	DUQUE, SARAH	1237-B W HUNTINGTON WAY	1237-B W HUNTINGTON WAY	\$ 182.18		
START DATE:		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
15-0005-12	FOSTER, TAWNYA	124 S MEADOW LN	2242 NW 42ND ST #C-3	\$ 71.56		
START DATE:		MUSTANG, OK 73064	OKC, OK 73112			
FINAL DATE:						
09-0012-05	GRUPP, ASHLEY	601 S HIGHLAND DR	6211 S COUNTY LINE RD	\$ 62.53		
START DATE:	NICHOLSON, STEVEN	MUSTANG, OK 73064	BLANCHARD, OK 73097			
FINAL DATE:						
07-0067-02	MANLEY, FRED	723 W FOREST DR	714 N LUDY WAY	\$ 83.43		
START DATE:		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
26-0033-01	MANOVSKY, TAMARA & JEFFREY	2005 W OAK VALLEY WAY	2005 W OAK VALLEY WAY	\$ 338.20		
START DATE:		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
06-0421-09	MEIER, JENNIFER	924 W PRAIRIE WIND WAY	12325 MARGARET RD	\$ 242.01		
START DATE:		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
06-0196-07	REDDOUT, STEPHANIE & RUSSELL	733 N LUDY WAY	2813 SW 55TH	\$ 233.31		
START DATE:		MUSTANG, OK 73064	OKC, OK 73119			
FINAL DATE:						
01-9920-02	SHADOW RIDGE OF MUSTANG HOA	661-681 W SH 152	PO BOX 953	\$ 138.86		
START DATE:		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
17-0001-09	TILLET, MISTY	320 E CEDAR LN	413 PALO VERDE DR	\$ 100.30		
START DATE:		MUSTANG, OK 73064	YUKON, OK 73099			
FINAL DATE:						

ACCOUNTS: 11

TOTALS: \$ 1,644.84 \$ 575.69 \$ 2,220.53

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

- 1. ITEM NO.** F-4
- 2. MEETING DATE:** JANUARY 2, 2019
- 3. TITLE:** Approval to turn past due library accounts over to collection agency.
- 4. COUNCIL ACTION:** Approve/Deny
- 5. INITIATOR:** Janet Watts, Finance Director
- 6. BACKGROUND:**
The attached library accounts are past due and need to be sent to collections.
The total balance is \$2,044.32 excluding collection agency fees.
- 7. FINANCIAL IMPACT:**
Inventory loss of \$2,044.32
- 8. STAFF COMMENTS:** Recommend Approval
- 9. STAFF SOURCE:** Julie Slupe, Library Director
- 10. CITY ATTORNEY COMMENTS:**
- 11. RESOLUTION/ORDINANCE NO.** N/A

Council Copy
Accounts Sent to Collections
for December, 2018

	A	B	C	D	E
1	Acct #	NAME/RESPONSIBLE PARTY	CITY, STATE, ZIP	BOOK BALANCE	
2	0074709	Cortney J. Hughes	Tuttle, OK 73089	\$64.93	
3	0064892	Chanika J. Jacobsen	Oklahoma City, OK 73128	\$94.82	
4	0068833	Angelica Marie Ledford	Oklahoma City, OK 73128	\$126.25	
5	0068999	Lauren Marie Mckee	Yukon, OK 73099	\$93.99	
6	0048720	Juan Manuel Ramirez	Tuttle, OK 73089	\$84.92	
7	0075142	Crystal Lee Saunders	Oklahoma City, OK 73169	\$58.96	
8	0075348	Emily Marie Enos	Yukon, OK 73099	\$56.93	
9	0075198	Amanda Leigh Bledsoe	Yukon, OK 73099	\$234.68	
10	0055326	Christina M. Hall	Minco, OK 73059	\$58.97	
11	0067994	Brooke A. Barton	Yukon, OK 73099	\$59.93	
12	0065754	Megan L. Trosclair	Tuttle, OK 73089	\$38.48	
13	0074264	Megan L. Trosclair	Tuttle, OK 73089	\$15.99	
14	0074612	Erika Nicole Tucker	Yukon, OK 73099	\$192.89	
15	0074614	Erika Nicole Tucker	Yukon, OK 73099	\$25.38	
16	0072293	Cara B. Ulrich	Yukon, OK 73099	\$149.86	
17	0072294	Cara B. Ulrich	Yukon, OK 73099	\$98.26	
18	0075186	Casey Ryan Cromwell	Yukon, OK 73099	\$35.94	
19	0075185	Casey Ryan Cromwell	Yukon, OK 73099	\$79.97	
20	0075231	Lisa Marie Mclean	Mustang, OK 73064	\$78.42	
21	0075231	Lisa Marie Mclean	Mustang, OK 73064	72.1	
22	0074979	Kelly M. Mullins	Mustang, OK 73064	56.93	
23	0074977	KelLy M. Mullins	Mustang, OK 73064	26.98	
24	0074976	Kelly M. Mullins	Mustang, OK 73064	30.98	
25	0074978	Kelly M. Mullins	Mustang, OK 73064	32.97	
26	0066890	Stacy Almira Kramer	Mustang, OK 73064	88.94	
27	0066890	Stacy Almira Kramer	Mustang, OK 73064	85.85	
28					
29					
30					
31			TOTAL FOR INDIVIDUALS	\$2,044.32	
32					
33			LOST INTERLIBRARY LOAN FEES	0.00	
34					
35			OVERALL TOTAL	2,044.32	
36					
37					
38					
39					
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42					
43					
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47					
48					

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-5

2. MEETING DATE: January 2, 2019

3. TITLE: Department of Environmental Quality Permit to Construct Water Lines and Appurtenances – Mustang High School Performing Arts Center Project.

4. COUNCIL ACTION: Acknowledgement of Receipt of DEQ Permit No. WL000009180910, to Construct Water Lines for Mustang High School Performing Arts Center Project.

5. INITIATOR: Community Development Department

COMMENTS & FACTS: As part of the development of Pine Canyon Addition, plans for water lines and appurtenances as approved by the city engineer were submitted to the Department of Environmental Quality. The plans were approved by DEQ on November 13, 2018.

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

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: Staff recommends acceptance.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

November 13, 2018

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

Re: Permit No. WL000009180910
City of Mustang
Mustang High School
Performing Arts Center
Water Line Extension Project
PWSID No.: 2000910

Dear Ms. Helsel:

Enclosed is Permit No.: WL000009180910 for the construction of approximately 140 L. F. of six (6) inch and 980 L. F. of twelve (12) inch water lines and appurtenances to serve the City of Mustang - Mustang High School Performing Arts Center Water Line Extension Project, Canadian County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on November 13, 2018. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,

A handwritten signature in black ink, appearing to read "Robert B. Walker", is written over a horizontal line.

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/ag

Enclosure

c: Oklahoma City DEQ Office
Travis Mensik, Regional Manager, DEQ
Steven Wilson, P. E., Olsson & Associates, Inc.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000009180910

WATER LINES

PWSID NO.: 2000910

PERMIT TO CONSTRUCT

November 13, 2018

Pursuant to O.S. 27A 2-6-304, the City of Mustang is hereby granted this Tier I Permit to construct approximately 140 L. F. of six (6) inch and 980 L. F. of twelve (12) inch water lines and appurtenances to serve the City of Mustang, Mustang High School Performing Arts Center Water Line Extension Project, located in part of NE-1/4 of SE-1/4, Section 33, T-11-N, R-5-W, I. M., Canadian County, Oklahoma, in accordance with the plans approved November 13, 2018.

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

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

- 1) Based on review of the submitted limited hydraulic information, this water line design is deemed adequate to provide the 2015 International Fire Code, Appendix B, Table B105.2 fire hydrant fire flow of 1,500-gpm for a commercial building with International Building Code (IBC) classification of IIA, fire surface area of 52,000-sf, with the stipulation that the proposed building's proposed automatic sprinkler system shall be designed in accordance with 2015 IFC Section 903.3.1.2 design standards, as required by referenced Table, including Footnote b.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.

Page 1 of 2





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000009180910

WATER LINES

PWSID NO.: 2000910

PERMIT TO CONSTRUCT

- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 11) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 12) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 13) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.

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

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



CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-6

2. MEETING DATE: January 2, 2019

3. TITLE: Department of Environmental Quality Permit to Construct Water Lines and Appurtenances – Pine Canyon Addition.

4. COUNCIL ACTION: Acknowledgement of Receipt of DEQ Permit No. WL000009180830, to Construct Water Lines for Pine Canyon Addition.

5. INITIATOR: Community Development Department

COMMENTS & FACTS: As part of the development of Pine Canyon Addition, plans for water lines and appurtenances as approved by the city engineer were submitted to the Department of Environmental Quality. The plans were approved by DEQ on November 28, 2018.

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

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: Staff recommends acceptance.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

November 28, 2018

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

Re: Permit No.: WL000009180830
Pine Canyon Addition
Water Line Extension Project
PWSID No.: 2000922

Dear Ms. Helsel:

Enclosed is Permit No.: WL000009180830 for the construction of approximately 30 L.F. of six (6) inch, 1,035 linear feet of eight (8) inch, and 1,440 L. F. of twelve (12) inch water line, and appurtenances to serve the Mustang Improvements Authority Pine Canyon Addition Water Line Extension Project, Canadian County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on November 28, 2018. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,

A handwritten signature in black ink, appearing to read "Robert B. Walker", is written over a horizontal line.

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RR/RC/ag

Enclosure

c: Oklahoma City DEQ Office
Travis Mensik, Regional Manager, DEQ
Mark Grubbs, P. E., Grubbs Consulting, LLC





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000009180830

WATER LINES

PWSID NO.: 2000922

PERMIT TO CONSTRUCT

November 28, 2018

Pursuant to O.S. 27A 2-6-304, the City of Mustang is hereby granted this Tier I Permit to construct approximately 30 L.F. of six (6) inch, 1,035 linear feet of eight (8) inch, and 1,440 L. F. of twelve (12) inch water line, and appurtenances to serve the Mustang Improvements Authority Pine Canyon Addition Water Line Extension Project, located in part of the S-1/2 of the NE 1/4 of Section 27, T-11-N, R-5-W, I. M., Canadian County, Oklahoma, in accordance with the plans approved on November 28, 2018.

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

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

- 1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 1,425 gpm.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted, or invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000009180830

WATER LINES

PWSID NO.: 2000922

PERMIT TO CONSTRUCT

- 8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 11) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 12) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.
- 13) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

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


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



CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-7

2. MEETING DATE: January 2, 2109

3. TITLE: Department of Environmental Quality Permit to Construct Sewer Lines and Appurtenances – Pine Canyon Addition.

4. COUNCIL ACTION: Acknowledgement of Receipt of DEQ Permit No. SL000009180831, to Construct Sewer Line for Pine Canyon Addition.

5. INITIATOR: Community Development Department

COMMENTS & FACTS: As part of the development of Pine Canyon Addition, plans for sewer lines and appurtenances as approved by the city engineer were submitted to the Department of Environmental Quality. The plans were approved by DEQ on November 28, 2018.

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

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: Staff recommends acceptance.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

November 28, 2018

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

Re: Permit No.: SL000009180831
Pine Canyon Addition
Sewer Line Extension Project
Facility No.: S-23543

Dear Ms. Helsel:

Enclosed is Permit No. SL000009180831 for the construction of 2,650 L. F. of eight (8) inch sewer line and appurtenances to serve the Mustang Public Works Authority Pine Canyon Addition Sewer Line Extension Project, Canadian County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on November 28, 2018. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,

A handwritten signature in black ink, appearing to read "Robert B. Walker", is written over a horizontal line.

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RR/RC/ag

Enclosure

c: Oklahoma City DEQ Office
Travis Mensik, R. S., Regional Manager, DEQ
Mark Grubbs, P. E., Grubbs Consulting, LLC.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: SL000009180831

SEWER LINES

FACILITY NO.: S-23543

PERMIT TO CONSTRUCT

November 28, 2018

Pursuant to O.S. 27A 2-6-304, the City of Mustang is hereby granted this Tier I Permit to construct 2,650 L. F. of eight (8) inch sewer line and appurtenances to serve the Mustang Public Works Authority Pine Canyon Addition Sewer Line Extension Project, located in part of S-1/2 of NE 1/4 of Section 27, T-11-N, R-5-W, I. M., Canadian County, Oklahoma, in accordance with the plans approved November 28, 2018.

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

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

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted, or invalid information has been presented in applying for the permit.
- 4) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

Page 1 of 2





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: SL000009180831

SEWER LINES

FACILITY NO.: S-23543

PERMIT TO CONSTRUCT

- 8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 11) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 12) That when it is impossible to obtain proper 10-foot horizontal and 2-foot vertical separation between water mains and sewer lines as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested in accordance with the ASTM standard for the sewer line leakage test used, with no detectable leakage prior to backfilling, in accordance OAC 252:656-5-4(c)(3).
- 13) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.

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


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



City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. H-1
2. MEETING DATE: January 2, 2019
3. TITLE: Transfer of Property from the City of Mustang to Mustang Public Schools
4. COUNCIL ACTION: Approve Ordinance Authorizing Property Transfer
5. INITIATOR: Justin Battles, Assistant City Manager
6. BACKGROUND: The City of Mustang currently owns a tract of land where Mustang Public Schools is planning to construct their new Performing Arts Center. The tract of land owned by the City is approximately 75 feet square and was a former site of a water tower.

The City no longer utilizes or needs this property for current or future use and would like to gift the parcel to Mustang Public Schools to be used in conjunction with the new Performing Arts Center. Oklahoma state statutes 11-125 authorizes this action by a City Council through the approval of the attached ordinance.
7. FINANCIAL IMPACT: None
8. STAFF COMMENTS: None
9. STAFF SOURCE: Timothy Rooney, City Manager
10. RESOLUTION / ORDINANCE: Ordinance No. 1179
11. ATTACHMENTS: Ordinance No. 1179

ORDINANCE NO. 1179

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AUTHORIZING THE GIFT AND TRANSFER OF CERTAIN REAL PROPERTY DESCRIBED HEREIN TO INDEPENDENT SCHOOL DISTRICT NO. I-69, CANADIAN COUNTY, OKLAHOMA, AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE DOCUMENTS TO COMPLETE THE TRANSFER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

SECTION 1. PURPOSE.

The City of Mustang ("City") owns a tract of real property located within the area upon which Independent School District No. I-69, Canadian County, Oklahoma ("School") intends to construct a new Mustang Public Schools Performing Arts Center (the "Center"). This real property owned by the City is approximately Seventy-Five (75) feet square and, at one time, was the location of a water tower. The City no longer uses this real property, and desires to gift the real property to the School to be used in construction of the Center. Oklahoma state law, 11 Okla. Stat. §11-125, authorizes a municipal governing body may to make a gift of any real estate belonging to the municipality to any school district which is located in the municipality.

SECTION 2: AUTHORIZATION AND MAKING OF GIFT..

The City of Mustang hereby gifts to Independent School District No. I-69, Canadian County, Oklahoma, that certain property described in a Warranty Deed dated December 5, 1962 and recorded in the records of the County Clerk of Canadian County, State of Oklahoma, located in Section 33, Township 11 North, Range 5 West, I.M., Canadian County, Oklahoma, which property is more particularly described as follows, to wit:

Beginning at a point 40 rods North and 44 rods West of the SE corner of the NE/4 of Section 33, Township 11 North, Range 5 West, I.M., State of Oklahoma; Thence North 75 Feet; Thence East 75 Feet; Thence South 75 Feet; Thence West 75 Feet to the point of beginning and contained .08 acre more or less.

The Mayor of the City of Mustang is hereby authorized and directed to execute an appropriate deed transferring title to the above-described real property to Independent School District No. I-69, Canadian County, State of Oklahoma, and to execute such other documents as may be necessary to effectuate and complete the transfer.

SECTION 3. SEVERABILITY.

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

SECTION 4. EMERGENCY.

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

PASSED AND APPROVED with the Emergency Clause voted upon separately and passed and approved this _____ day of January, 2019.

Mayor

ATTEST:

City Clerk

APPROVED as to form this _____ day of January, 2019.

City Attorney

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: H-2

2. MEETING DATE: January 2, 2019

3. TITLE: Approval of Agreement between the City of Mustang Public Works Authority (MIA) and Oklahoma City Water Utilities Trust to provide wholesale water service

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Justin Battles, Assistant City Manager

6. BACKGROUND:

The City of Mustang staff has been working with Oklahoma City on a new agreement for the purchase of water. Currently the City of Mustang operates under a take-or-pay agreement and will be moving to a service availability agreement. The new agreement is attached and reduces the base charge per 1,000 gallons from \$5.22 to \$2.10. Current base charge is set at twelve million gallons per month and will be raised to just over twenty million gallons per month.

7. FINANCIAL IMPACT: Reduction in per 1,000 gallons purchased

8. STAFF'S COMMENTS: Staff recommends approving agreement as it will facilitate current water usage and future needs. Staff will continue to be aggressive in maintaining infrastructure as to assist in peak season.

9. STAFF SOURCE: Justin Battles, Assistant City Manager

**CITY OF MUSTANG AND MUSTANG PUBLIC WORKS AUTHORITY
WATER SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into between The City of Oklahoma City ("Oklahoma City") and the Oklahoma City Water Utilities Trust ("OCWUT")(hereinafter collectively referred to as the "Supplier"), and the City of Mustang ("Mustang") and the Mustang Improvement Authority("MIA")(hereinafter collectively referred to as the "Purchaser").

WITNESSETH:

WHEREAS, the Purchaser owns and operates a water system for its customers, hereinafter referred to as "Purchaser's System;" and

WHEREAS, to further the Purchaser's ability to serve existing and future customers, the Purchaser will need additional water supplies; and

WHEREAS, Oklahoma City owns and operates and OCWUT leases and finances a water supply, treatment and distribution system, hereinafter referred to as the "Supplier's System"; and

WHEREAS, the Purchaser has made a connection to and may in the future need additional connection(s) to the Supplier's System; and

WHEREAS, at present, the Supplier's System has sufficient capacity to meet the current needs of the Supplier's customers and the current needs of the Purchaser, as provided for in this Agreement; and

WHEREAS, it is the intent and purpose of this Agreement for the Supplier to provide and the Purchaser to receive and pay for water and water services in the quantities and manner specified herein and subject to the terms of this Agreement; and

WHEREAS, the Purchaser has an existing water service agreement for wholesale water and water service and is hereby terminating such previously approved water service agreement for wholesale water and water service and transitioning to this Agreement; and

NOW, THEREFORE, in consideration of the aforesaid premises and conditions and in consideration of the mutual obligations, covenants and promises herein contained, it is agreed by and between the parties as follows:

ARTICLE 1

Permission to Connect and Receive Water Services

1.1 Purchaser may receive water from Supplier as specified in this Agreement. Supplier hereby grants Purchaser permission to connect to the Supplier's System at locations mutually designated and agreed upon by Supplier and Purchaser. The existing Connection(s) and existing Connection Extension(s) to the Supplier's System and point(s) of delivery to the Purchaser's System are set forth on **Attachment "A,"** which is attached hereto and incorporated herein by reference. **Attachment "A"** may be amended from time to time, upon agreement of all parties, to reflect any new, additional, or expanded Connection(s), Connection Extension(s), and point(s) of delivery not listed on the **Attachment "A"** attached hereto on the effective date of the Agreement. During the term of this Agreement and subject to Supplier's System constraints and Purchaser's fulfillment of the permitting and design requirements of the Oklahoma Department of Environmental Quality (ODEQ) and the City of Oklahoma City, the Director is hereby authorized on behalf of Supplier to approve new, additional and/or expanded Connection(s) and Connection Extension(s) to the Supplier's System and point(s) of delivery to the Purchaser's System subject to the terms of this Agreement. For any new, additional or expanded Connection(s), Connection Extension(s) or point(s) of delivery approved by the Director, a written and signed addendum to **Attachment "A"** (as approved by Purchaser and Supplier), indicating all existing and new, additional, and expanded Connection(s), Connection extension(s) and point(s) of delivery, shall be substituted for and replace the prior version of **Attachment "A"**, which will be deemed incorporated into this Agreement. The Director may sign addenda to **Attachment "A"** on behalf of Supplier. Such grant of permission by Supplier is subject to Purchaser fulfilling the terms of this Agreement. Any new, additional or expanded Connection(s), Connection Extension(s) and point(s) of delivery must be approved and accepted by the Director and incorporated into this Agreement before water or water service may be supplied to Purchaser through said Connection(s), Connection Extension(s) or point(s) of delivery.

1.2 Any new, additional or expanded Connection(s) or Connection Extension(s) of the Supplier's System necessary to provide water or water service to Purchaser shall be constructed and provided by Purchaser or Purchaser's agents, at Purchaser's cost and expense, in accordance with the most recent Oklahoma City standards and specifications and requirements and policies of the Director. However, nothing herein shall preclude, upon the mutual agreement

of the parties, Supplier from making new, additional or expanded Connection(s) and/or Connection Extension(s) for the Purchaser, in which case Purchaser agrees to pay Supplier Connection Fee(s) in the amount of all actual costs and expenses incurred by Supplier in making such new, additional or expanded Connection(s) and Connection Extension(s) and pay such other charges, fees, and water system development charges as set forth in the then current Oklahoma City Municipal Code.

1.3 Each Connection includes tapping saddles and facilities for the installation of the tap and/or creation of a connection to the Supplier's System as may be required by the most recent Oklahoma City standards and specifications and requirements and policies of the Director. Each Connection Extension includes: (a) the water transmission system extending from the Connection to the points of delivery, including but not limited to the mains, valve, tanks, surge protection, and other appurtenances, and (b) the meter facilities including but not limited to the meter(s), meter vault cut off valve(s), bypass valve(s), and bypass meter(s) for emergency and repair service, and other appurtenances ("Meter Facilities") all in accordance with the most recent specifications of Oklahoma City and requirements and policies of the Director.

1.4 The Meter Facilities shall be constructed at the point(s) of delivery. Each point of delivery shall be at the pipeline or main exiting Supplier's meter vault on the outlet side of the meter. Meter Facilities will be owned by Supplier.

1.5 Upon completion of construction of the Connection(s) and Connection Extension(s) in accordance with the most recent Oklahoma City standards and specifications and requirements and policies of the Director, Purchaser shall dedicate the Connection(s) and Connection Extension(s) to Supplier and Supplier shall own and maintain all such Connection(s) and Connection Extension(s) from the Connection(s) to the point of delivery. Supplier may request and, if requested, Purchaser will provide such documentation acknowledging the dedication and/or transfer of the Connection(s) and Connection Extension(s) to Supplier as may be requested or required by the Director. Additionally, Purchaser's use of water passing through the Connection(s) and/or Connection Extension(s) shall be deemed affirmation of Purchaser's dedication to Supplier. After dedication of the Connection(s) and Connection extension(s), Supplier will operate and maintain the Connection(s) and Connection Extension(s) as part of the Supplier's System. Purchaser shall own and be responsible for the construction, operation and maintenance of the mains and facilities beyond the point of delivery at Purchaser's sole cost and

expense.

1.6 Prior to commencing construction of Connection(s) and/or Connection Extension(s), Purchaser or Purchaser's agents must obtain all permits and pay all fees and charges related to construction of the Connection(s) and Connection Extension(s). The contractor constructing the Connection(s) and Connection Extension(s) must be prequalified and license to perform such work with Oklahoma City. Purchaser will pay 100% of the costs, including but not limited to, all necessary permits, fees, charges, survey costs, design costs, engineering, construction costs, materials, equipment, supplies, and all other costs for the Connection(s) and Connection Extension(s). In addition, Purchaser will pay all costs for all mains or facilities beyond and on Purchaser's side of the point(s) of delivery. Supplier is authorized to inspect any construction of Connection(s) and Connection Extension(s) and to inspect and test all Meter Facilities.

1.7 Supplier may, at some future point, desire to install Supervisory Control and Data Acquisition (SCADA) equipment for the Meter Facilities located at the points(s) of delivery on **Attachment "A."** Purchaser agrees to provide Supplier sufficient ground space and easements at the points(s) of delivery on **Attachment "A"** to allow Supplier to install Meter Facilities and SCADA equipment in the meter vault and easements (which may be located in the section line right-of-way). Should Purchaser desire SCADA equipment installed for its own operational needs, Purchaser shall install its SCADA equipment in such a manner so as to ensure it will not interfere with Supplier's SCADA equipment.

1.8 Purchaser, at Purchaser's cost and expense, shall prepare plans and specifications for construction of all Connection(s), Connection Extension(s) to the Supplier's System and shall submit the plans and specifications for consideration and approval by the Director prior to commencing any construction. Purchaser may commence construction upon Purchaser's receipt of written approval from the Director. Provided, however, the Director is not and shall not be deemed the engineer of record on the plans or be responsible for the design or construction of the Connection(s) or Connection Extension(s).

1.9 Purchaser is also responsible for payment of any connection fees, charges and water system development charges applicable to any new, additional or expanded Connection(s) and/or Connection Extension(s) to the Supplier's System as provided for in the **Oklahoma City Municipal Code, 2017, and any amendment, supplement, or addition thereto**, and the most

recent Oklahoma City standards and specifications and requirements and policies of the Director.

1.10 Purchaser is solely responsible for acquiring all easements and rights-of-way necessary to fulfill the responsibilities provided for in this Agreement. Purchaser is solely responsible for all costs associated with the easements and rights-of-way acquisitions and, on Supplier's side of the point(s) of delivery, shall acquire all easements and rights-of-way for the Connection(s), Connection Extension(s) and point(s) of delivery in the name of Oklahoma City and the OCWUT in a format to be provided by Oklahoma City. All easements and rights-of-way acquired pursuant to this paragraph shall retain in Purchaser the right to use the easements and rights-of-way as co-grantee with Oklahoma City and OCWUT for enlargement, expansion, maintenance or installation of new Connection(s) and/or Connection Extension(s), and for all other and related purposes included in the document(s) creating the easements and rights-of-way.

ARTICLE 2

Water Metering and Flow

2.1 Meter Facilities will be installed and maintained as provided herein at each point of delivery. It is the policy of Supplier and Supplier will own and maintain the Meter Facilities. Upon execution of this Agreement by Purchaser and Supplier, ownership of all existing Meter Facilities for existing Connection(s) and Connection Extension(s) providing water service from the Supplier's System to the Purchaser's System, if not already owned and maintained by Supplier, are hereby transferred to and henceforth shall be owned and maintained by Supplier. Ownership of all new Meter Facilities provided and/or installed by Purchaser, at Purchaser's cost and expense, during the term of this Agreement shall also be transferred to and maintained by Supplier upon completion of installation and acceptance of same by Oklahoma City. No water or water service will be provided through Connection(s) and Connection Extension(s) until the Meter Facilities are accepted by Oklahoma City.

2.2 Purchaser agrees that the Supplier has a continuing need for access to all Connection(s) and Connection Extension(s) serving Purchaser. Therefore, wherever or whenever the Connection(s) or Connection Extension(s) are not on property or an easement held by Supplier, Purchaser shall obtain and provide Supplier for the operation and maintenance of each such Connection(s) and Connection Extension(s) with easements with Oklahoma City and the OCWUT as grantees.

2.3 Supplier has the right to test Supplier's meters at any time. Purchaser, upon

request, may have a representative present at any meter test conducted by the Supplier. Supplier shall notify Purchaser not less than five (5) days prior to testing any meter, unless such test is required to respond to an emergency. If Purchaser requests a test of Supplier's meter, Supplier shall conduct the test within a reasonable time of the request. If, upon such examination or test requested by Purchaser, it is determined that the meter is operative and accurate, Purchaser agrees to pay Supplier for the reasonable costs and expenses of such examination or test and such costs and expenses may be added as an additional charge on Purchaser's water bill. If, upon such examination and test requested by Purchaser, the meter is found to be inoperative or inaccurate, the meter will be repaired or replaced by Supplier. Whenever Supplier shall find a meter to be inoperative or inaccurate, an adjustment of charges for the preceding billing period shall be made either in the form of a credit or in the form of an additional charge on Purchaser's next bill. The adjustment of charges for the preceding period shall be determined in accordance with the **Oklahoma City Municipal Code, 2017, and any amendment or addition thereto**. A meter shall be deemed to be inaccurate whenever it tests more than three percent (3%) higher or lower than the actual test volume. A meter testing less than three (3%) percent higher or lower than the actual test volume shall be deemed to be accurate and no billing adjustment shall be required hereunder. Supplier shall not have the obligation to repair or replace any meter which tests less than three percent (3%) higher or lower than the actual test volume. However, Supplier shall have the discretion to repair or replace any meter, even one deemed accurate hereunder.

2.4 In the event that Purchaser determines it is necessary for Purchaser to temporarily stop the flow of water from Supplier's System into the Purchaser's System so that Purchaser may make repairs to the Purchaser's System, authorized representatives of Purchaser may shut off the water supply by use of Purchaser's valve(s) located beyond the point(s) of delivery on the Purchaser's System. Purchaser shall notify Supplier of: (1) the location(s) to be shut off; (2) the period during which the water supply is to be discontinued; and (3) the reason for the temporary interruption of the flow of water, within a reasonable time period in advance of shutting off the water supply by use of Purchaser's valve(s). Should Purchaser damage Supplier's Meter Facilities, Supplier shall provide Purchaser with a statement of the costs and expenses to repair and/or replace such damaged facilities, Purchaser shall pay Supplier the actual costs and expenses repair and/or replacement, and such repairs and/or replacements costs and expenses may be added as an additional charge on Purchaser's bill.

ARTICLE 3

Covenant to Purchase Water and Terms of Purchase

3.1 Water and Water Service Charges

Purchaser is an Outside City, Wholesale, Service Availability customer whose charges shall be calculated in accordance with **Oklahoma City Municipal Code, 2017, and any amendments or additions to those ordinances, those classes, or to the requirements for inclusion in that customer class.** Supplier shall render bills to Purchaser for the water and water services and Purchaser shall pay the water and water service charges thereon, including but not be limited to, **monthly water customer service charges and water usage charges.** Parties acknowledge and agree that, as used in the Oklahoma City Municipal Code, the term “monthly” is a surrogate for “billing period,” which occurs once a month. In subsequent ordinances, Seller may revise the “monthly” term to reference and reflect billing periods and to proportionately apply capacity reservation and usage rates to the number of days in each billing period.

3.2 Monthly Water Customer Service Charges

The **monthly water customer services charges** are the charge each billing period which is the **sum** of the charges for each meter or connection as established in the table in section 60-55-18 of **Oklahoma City Municipal Code, 2017, and any amendments or additions thereto;**

3.3 Water Usage Charges.

For all water and water service bills issued, Purchaser shall pay water usage charges comprised of: (a) a **Service Availability Reservation Rate** charge, regardless of water use or non-use (for reserved capacity), and (b) **Service Availability Commodity Rate** charges and **Service Availability Excess Rates** charges, as applicable, for all water delivered to the point(s) of delivery as set forth in this Agreement and the applicable subsections of **Oklahoma City Municipal Code, 2017, and any amendment or addition thereto.**

A. Reservation Rate Charges - Establishment and Adjustment

- (1) As an Outside City, Wholesale, Service Availability customer, Purchaser must establish a subscribed monthly capacity reservation in thousand gallons. Purchaser has designated an “initial” subscribed monthly capacity reservation of twenty million three hundred and ten thousand gallons for a thirty-day (monthly) billing period, or an “initial” subscribed daily capacity reservation of six hundred and seventy-seven thousand gallons

per day (daily capacity reservation), effective for bills issued by the Supplier after **January 1, 2019** in accordance with this Agreement.

- (2) The above “initial” subscribed daily capacity reservation charge shall be deemed the agreed “initial” subscribed daily capacity reservation in thousand gallons **times** the number of days in the billing period **times** the applicable service availability reservation rates set forth in the applicable subsection of **Oklahoma City Municipal Code, 2017, and any amendment or addition thereto.**
- (3) Subsequent to the establishment of said “initial” subscribed daily capacity reservation, unless Purchaser and Supplier subsequently agree in writing to some higher subscribed daily capacity reservation, the subscribed daily capacity reservation shall be the subscribed daily capacity reservation until subsequently adjusted as provided in this Agreement.
- (4) On **January 1, 2020** and **January first** of each subsequent year the subscribed daily capacity reservation shall be re-calculated. The subscribed monthly capacity reservation shall be calculated or re-calculated based upon ninety percent (90%) of Purchaser’s “maximum historic monthly usage.” The calculated or re-calculated subscribed monthly capacity reservation and thus the subscribed daily capacity reservation shall be in effect for the bill issued in February and thereafter until a new subscribed daily capacity reservation is subsequently calculated or re-calculated as provided in this Agreement, less and except any period when a written request for some higher subscribed daily capacity reservation shall have been granted as provided in subsection (6) below.
- (5) Purchaser’s “maximum historic monthly usage” shall be the highest daily average usage of gallons of water delivered by Supplier (regardless of the number of meters or the applicable water user charges or class) in any billing period from and after the effective date of this Agreement. The subscribed daily capacity reservation shall be 90% of Purchaser’s “maximum historic monthly usage” divided by the number of days in that

month and shall be the subscribed daily capacity reservation for each subsequent billing period after its calculation and will applied to the following February billing and thereafter until a new subscribed capacity reservation is established or by request and grant in accordance with subsection (6) below.

- (6) Purchaser may request, and the Director may grant, a subscribed daily capacity reservation greater than ninety percent (90%) of the “maximum historic monthly usage” as follows:

(a) Purchaser may request a subscribed daily capacity reservation higher than ninety percent (90%) of Purchaser’s “maximum historic monthly usage” divided by the number of days in that month by written request to the Director on or before **January 1** of any year for water and water service billed on and after the next following February 1.

(b) The Director may approve or deny such written requests on or before February 1 of each year. Any such written request not approved in writing by the Director on or before February 1 shall be deemed denied. The Director is hereby authorized to review and may, in the Director’s discretion, grant or deny any such written request in whole or in part; provided, however, the Director may not grant a subscribed daily capacity reservation less than ninety percent (90%) of the “maximum historic monthly usage.”

(c) Should Purchaser not desire a partial grant, Purchaser must so state in the written request, otherwise it should be in the discretion of the Director to grant in whole, deny in whole, or grant in part any such request.

(d) Any approved request shall be effective for the bill issued during February and thereafter until and including the next succeeding **January** bill. Thereafter, if no new request has been made and granted, Purchaser’s subscribed daily capacity reservation shall be calculated based upon the greater of the previously approved requested subscribed daily capacity reservation gallons or ninety (90%) percent of Purchaser’s

“maximum historic monthly usage” as established each **January** based upon all historic usage subsequent to the effective date of this Agreement.

(e) Notwithstanding the request by Purchaser and the grant by the Director of a request for greater than ninety percent (90%) of Purchaser’s then current “maximum historic monthly usage,” should the subscribed daily capacity reservation established by request and grant be less than ninety percent (90%) of Purchaser’s “maximum historic monthly usage” then the subscribed daily capacity reservation shall automatically increase to meet the requirement that the customers in the Outside, Wholesale, Service Availability class must subscribe to at least ninety percent (90%) of Purchaser’s “maximum historic monthly usage” to qualify for said rate and said new subscribed daily capacity reservation shall be effective for the next billing period and thereafter until Purchaser’s “maximum historic monthly usage” is subsequently recalculated or a new grant is requested and granted in accordance with the requirements for this class of customer. In considering requests for additional subscribed daily capacity reservation or other additional water service volumes or capacities, the Director will take into consideration, among other issues, available raw water and drinking water resources and supplies, treatment system and transmission system capacities, drought, and other contractual, service and/or capacity factors.

B. Water Usage Charges

For all water available and/or delivered to the point(s) of delivery, Purchaser shall pay water usage charges set forth in the applicable subsection of **Oklahoma City Municipal Code, 2017, and any amendment or addition thereto** as follows:

- (1) For any water delivered to the point(s) of delivery up to the subscribed daily capacity reservation gallons times the number of days in the billing period at the Service Availability Commodity Rate; plus
- (2) For any water delivered to the point(s) of delivery in excess of the subscribed daily capacity reservation gallons times the number of days in the billing period at the Service Availability Excess Rates
- (3) Water usage shall be measured or estimated in accordance with this Agreement.
- (4) An Example Calculation of Subscribed Monthly Capacity Reservation, Subscribed Daily Capacity Reservation, Maximum Historic Monthly Usage, and Billing is attached as Attachment “B” for illustration and informational purposes and is

incorporated herein by reference.

3.4 Purchaser recognizes that Supplier has limited water supply and is regularly approached by other parties seeking water supply service agreements. Supplier shall be under no obligation to approve requests for increases to the subscribed capacity reservation gallons or to provide water more than the subscribed capacity reservation.

3.5 **Termination by Purchaser and Notice**

A. Should Purchaser decide that the Service Availability classification does not best meet its needs, then Purchaser upon written notice to Supplier before **January 1** of any year may terminate this Agreement which termination shall be effective the next succeeding February 1. Should Purchaser terminate this Agreement, then Purchaser and Supplier may, upon mutual agreement, enter into a new water service agreement, provided however, the new water service agreement will not take effect until this Agreement terminates as provided herein. In addition, the new water service agreement, if available, would only be in accordance with the service methodologies and water and water service rates then currently and subsequently offered by the Supplier as certain methodologies and rates are being phased out.

B. The purpose of this notice provision is to prevent Purchaser from changing customer classifications to circumvent the classification and rate methodologies. **For that reason, this Agreement is not terminable by Purchaser during the first three years after the effective date.** Notwithstanding anything herein to the contrary, this Agreement is subject to annual appropriation by the Purchaser.

C. Supplier makes no warranty or promise that Supplier will enter a new agreement with Purchaser after the termination of this Agreement and Purchaser shall have no right to water or water service or an agreement for water or water service after termination of this Agreement. After termination of this Agreement, Supplier shall not reserve any water, water service, or water capacity for Purchaser and no reservation of availability of any volume of water shall carryover to any subsequent contract, if any, between the parties.

D. Should there be a lapse between the termination of this Agreement and the mutual agreement of Supplier and Purchaser to a new agreement, then during such lapse in time, Supplier may continue to provide and Purchaser may continue to pay for water and water services in accordance with this Agreement or such other rate and rate methodology as the

Director may designate on a month to month basis until the Director notifies Purchaser that water and water services are being terminated. Provided, however, as a condition of receiving water and water service during the lapse period after the termination of this Agreement, Purchaser shall pay a deposit to secure payment for water and water services in the amount of the cumulative total of the water and water service charges for the prior two billing periods.

E. Notwithstanding the above subsections, water and water service may be terminated for failure to timely pay water and water service charges or to provide the required deposit.

F. Purchaser acknowledges and agrees, notwithstanding continued service under this Agreement, at some point in time Supplier may phase out service availability rate class and Purchaser may be moved by Supplier to another applicable rate class or some other rate class as may subsequently be established. In the event Supplier chooses to phase out service availability rate class and implement a new applicable rate class, then Supplier shall provide Purchaser notice ninety (90) days before the next February 1 of the new applicable rate class. Purchaser may: (1) thereafter agree to the new rate methodology, (2) select another rate class from those that will be subsequently available under the Oklahoma City Municipal Code as amended, or (3) upon ninety (90) days notice to Supplier terminate this Agreement. In the event Purchaser chooses to terminate this Agreement under this paragraph, Supplier shall continue to provide water service under the terms of this Agreement for a period of ninety (90) days or a date designated by the Purchaser, whichever period is shorter.

G. Less and except as provided in paragraph 3.5(B), in the event the rates, charges, fees, and the conditions and requirements of Purchaser's customer class are changed by Supplier as set forth in Paragraph 3.6 below, Purchaser shall have the right to terminate this Agreement by so notifying Supplier within sixty (60) days following the receipt of such written notice of the change to the applicable rate, charges or fees. In the event Purchaser chooses to terminate this Agreement under this paragraph, Supplier shall continue to provide water service under the terms of this Agreement for a period of ninety (90) days or a date designated by the Purchaser, whichever period is shorter.

3.6 It is further agreed that the rates, charges, fees, and the conditions and requirements of this customer class and for water and water service under this customer class may be changed by amendment and/or addition to Supplier's ordinances from time to time,

provided that the rates, fees and charges levied on Purchaser shall be equal to those levied to other customers in the same class. Supplier shall provide Purchaser written notice of any changes to rates, charges and fees in Purchaser's customer class at least thirty (30) days before the change of rates, charges, or fees for Purchaser's customer class shall be applied to Purchaser. Provided, however, notification of the Purchaser through the Supplier's utility billing process will also be deemed to be actual notice received by the Purchaser.

3.7 Water used by Purchaser, or Purchaser's agents, from Supplier's System for flushing mains, associated with the establishment of new, additional or expanded Connection(s), Connection Extension(s) or other purpose of the Purchaser or the Purchaser's agents shall be billed to Purchaser at applicable rates, fees, and charges in **Oklahoma City Municipal Code, 2017, and any amendment or addition thereto**, for those kinds of uses in effect at the time a bill is rendered and shall be paid by Purchaser within thirty (30) days.

3.8 Purchaser agrees to promptly and timely pay to Supplier all charges computed at the then existing rates, fees and charges established by this Agreement and/or the ordinances of Supplier at the time the bill is rendered, according to this Agreement and the standard billing procedures of Supplier. In the event that Purchaser shall fail to make full and timely payment on any water or water service charges issued pursuant hereto, Purchaser shall, in addition to the payment of said unpaid balance, pay interest on the unpaid balance at a rate of one and one-half percent (1.5%) per month for as long as the unpaid balance remains outstanding, compounded monthly and calculated from the dates each payment is due until the date of receipt of such payments by Supplier. All payments shall be credited in the manner determined by the policies of Supplier. Supplier also reserves the right to suspend delivery of water to Purchaser for nonpayment or untimely payment of water bills in accordance with the standard utility billing procedures of Supplier. Such suspension shall be in effect until all charges, fees and interest, if any, are paid. The rights granted by this paragraph shall not impair or preclude either party the ability to terminate future service or to utilize any other provision of this Agreement or any other remedy available in equity or at law.

3.9 Water use or water usage, as referred to in this Agreement, does not imply that Purchaser put the water delivered to beneficial use only that the water was delivered to the point(s) of delivery and measured or estimated as provided in this Agreement.

3.10 The monthly obligation of Purchaser to pay for water service charges (the

monthly base rate charges and the water usage charges) shall be unconditional throughout the duration of the Agreement and shall not be superseded, conditioned or qualified by any other provision or the interpretation of any other provision to this Agreement, less and except as specifically provided in **ARTICLE 4, Conditions of Water Service to the Purchaser**, for insufficient water delivery resulting from emergencies in the Supplier's water system.

ARTICLE 4

Conditions of Water Service to the Purchaser

4.1 Purchaser hereby requests water service subject to the conditions and provisions of this Agreement. Provided, however, Purchaser understands that Purchaser's subscribed capacity reservation is, during the term of the Agreement, a reservation of available water source and treatment capacity and not a guarantee of uninterrupted delivery as delivery may be affected by demand and unforeseeable breaks and disruptions to the Oklahoma City water treatment and delivery systems and is not a warranty against unforeseeable losses or reduction in water sources or delivery.

4.2 Supplier has adopted water conservation regulations and Purchaser is required by this Agreement to adopt and enforce water conservation regulations at least as strict as those in resolutions adopted by Oklahoma City or its City Manager or Director and the **Oklahoma City Municipal Code, 2017, and any amendment or addition thereto**. The failure to adopt and enforce such regulations may, at the option of Oklahoma City, result in: (1) daily or hourly surcharges, as may be adopted by Oklahoma City ordinances, assessed to Purchasers, or either of them (Mustang or the MIA); (2) restriction of water service or delivery to the subscribed reservation capacity or (3) termination of this Agreement.

4.3 Should Oklahoma City, either by resolution of its Council or its City Manager or designee, pursuant to an emergency, determine that a water conservation, water use rationing, or water suspension program must be observed by all or a particular group or class of water users being served from the Supplier's System due to water shortage, delivery, pressure problem(s) or whatever reason, Purchaser shall immediately adopt and enforce water use rationing or suspension program for the Purchaser and Purchaser's customers at least as stringent as that Oklahoma City adopts and enforces for its customers. Purchaser shall not hold the Supplier responsible for any loss, cost or expense resulting from the reduction or suspension of water supply or service due to such emergency or for failure to meet the subscribed capacity

reservation gallons due to such emergency. Provided, however, should Purchaser, in any billing period, be prevented from utilizing its subscribed capacity reservation as a direct result of the failure of Supplier to deliver or make available “sufficient water” to the point(s) of delivery, then Purchaser, for the emergency period, shall be billed for: the monthly base rate charge; plus a subscribed capacity reservation charge equal to the volume of water usage (rather than the subscribed capacity reservation) as measured or estimated in accordance with this Agreement times the service availability reservation rate; plus a water usage charge for the amount of water usage as measured or estimated in accordance with this Agreement at the service availability commodity rate. For this **ARTICLE 4, Conditions of Water Service to the Purchaser**, “sufficient water” shall mean Supplier has provided or Supplier’s System can provide the subscribed capacity reservation gallons for each day throughout the emergency period.

4.4 This Agreement is subject to such rules, regulations and laws as may be constitutional and applicable to similar municipally owned utilities and utility agreements in the State of Oklahoma. Supplier and Purchaser will each collaborate in obtaining any permits, certificates or the like as may be required to comply therewith.

4.5 It is expressly understood and agreed by the parties that none of the provisions of this Agreement shall be construed to grant Purchaser any property rights of any nature or kind in Supplier’s water sources or supplies, treatment and distribution facilities, water or water rights or any other property of Supplier. Purchaser expressly covenants and agrees to make no claim of any nature or kind under this Agreement upon such facilities, water or water rights or other property of Supplier, except such contract rights as provided and allowed under this Agreement. Supplier shall have no property rights of any nature or kind in the Purchaser’s water supply, treatment and distribution systems except for the meter vault(s), meter(s) and facilities whose ownership is transferred to Supplier as provided for in **ARTICLE II, Water Metering and Flow** or otherwise reserved to Purchaser under the terms of this Agreement.

4.6 This Agreement is not assignable by Purchaser except upon the prior written consent of Director.

4.7 Purchaser agrees not to make any claim, request or demand to Supplier for a reduction in rates, fees and charges for payment in lieu of tax and Supplier is not obligated to remit to Purchaser any payment in lieu of tax proceeds from revenues it derives from this Agreement. In no case shall Supplier be subject to any fees or taxes levied by Purchaser

associated with fulfilling Supplier's obligations in this Agreement.

4.8 Purchaser agrees that Purchaser's need for water supply is to augment Purchaser's existing supply for resale to customers within Purchaser's service area and individual customers of Purchaser have no claim to water supply or water service as a result of this Agreement.

4.9 Purchaser also acknowledges that Supplier anticipates the purchase of additional water sources and supplies and the construction of a second and third raw water supply pipeline and associated pumping improvements transporting water from Southeastern Oklahoma for the benefit of all users connected to Supplier's System, which Supplier anticipates will increase the cost of water and water service provided through this Agreement.

ARTICLE 5

Emergency Suspension and/or Termination of Water Services

5.1 Supplier hereby agrees to make reasonable efforts to provide an adequate supply of water service at all times pursuant to the terms of this Agreement; however, it is understood, realized and agreed by the parties hereto that the Supplier's water supply, treatment and delivery systems might, by reason of unforeseen catastrophe or disaster, commonly called acts of nature or acts of God, be temporarily suspended.

5.2 In addition, the delay in delivery or for failure to deliver in whole or in part, caused by an occurrence of any unforeseen event or any cause or contingency reasonably beyond Supplier's immediate control, including, but not limited to, acts of third parties; fires; civil disobedience; strikes; riots; rebellions; accidents; explosions; earthquakes, tornadoes, floods, storms, freezing, or other acts of nature; unexpected equipment, pipeline, main, pump or other facility failure; mechanical failure and any other occurrences reasonably beyond Supplier's immediate control shall be excused by Purchaser and Purchaser shall not hold Supplier liable for interruptions in the quality or quantity of service under such conditions; provided, in the event Supplier fails to provide sufficient water due to a cause beyond Supplier's control, Purchaser shall be entitled to the billing rate applicable for emergency events under paragraph 4.3. Such events of nonperformance shall not give rise to any claim on the part of Purchaser or Purchaser's customers against Supplier, other than for billing adjustment. Supplier shall use its best efforts to cure water system failures such as main breaks and pump failures within a reasonable time.

5.3 Supplier will, at all times, operate and maintain the Supplier's System in a reasonably efficient manner and will take such reasonable actions as may be necessary to furnish

Purchaser with the quality and quantities of water as provided in this Agreement. In the event of an extended shortage of water or the supply of water available to Supplier is otherwise diminished over an extended period of time, the supply of water available to the Purchaser's customers shall be reduced or diminished in the same ratio or proportion as the supply available to the Supplier's customers in the particular service area where such supply is reduced or diminished.

ARTICLE 6

Operation and Maintenance

6.1 Purchaser shall be fully responsible for operation and maintenance of the existing water facilities owned by the Purchaser and the Purchaser, jointly and severally, to the extent allowed by law, agree to defend, indemnify and hold Supplier harmless from any claim or legal action against Supplier or Purchaser arising from the operation and/or maintenance by Purchaser of Purchaser's System or any part thereof. The Connection(s) and Connection Extension(s) to the point(s) of delivery, including the Meter Facilities, shall be owned, maintained and operated by Supplier regardless of which entity installed, constructed or financed these improvement and facilities. All transmission main(s), valve(s) and other facilities on the outside of the meter vault(s) at the point(s) of delivery beginning at the outlet side of shall be owned, maintained and operated by Purchaser.

6.2 It is understood and agreed by the parties that Supplier makes no warranty of any nature or kind that the quality or quantity of the treated water stored or transported hereunder is beyond the quality or quantity delivered to customers of Supplier in the vicinity of the water service connection(s) providing water service to Purchaser.

6.3 Purchaser accepts such treated water as it is at the time it is extracted or received from the Supplier's System. Any determination by Purchaser that said water is not satisfactory to meet Purchaser's needs shall not give rise to any claim, action or cause of action against Supplier, but merely gives Purchaser the right to terminate this Agreement upon formal written notice to Supplier as provided in this Agreement. Provided however, it is not the intent of this paragraph to permit Purchaser to circumvent the rate models and classifications established by Supplier, therefore termination shall not entitle Purchaser to convert this Agreement to another contract, continue to receive water and water services from Supplier, or to directly or indirectly purchase water and water services under another contract or customer class.

6.4 It is further understood and agreed by the parties hereto that Supplier shall not be held liable for any damage to the Purchaser's System and/or other facilities as may be caused by power failures, pipeline breaks, filling or draining of any pipeline, pumping, changing pressures, quantity or quality of water, loss of power, cessation of pumping, or any other operation or failure of the Supplier's System, except when such operation or failure is due to gross negligence by Supplier and then is subject to the provisions and limitations of the Oklahoma Governmental Tort Claims Act, and any amendment thereto.

6.5 In the event of service interruption, Supplier and Purchaser shall coordinate resources in an effort to restore service in a timely manner.

ARTICLE 7

Agreement Term and Renewal

7.1 The term of this Agreement shall be for thirty (30) years, commencing upon execution of this Agreement by the last party hereto; provided, Supplier recognizes and agrees that payments to be made by Mustang and any indebtedness under this Agreement are subject to annual budgeting and appropriation by Supplier pursuant to state law.

7.2 Purchaser shall notify Supplier before the end of the twenty-eighth (28th) year of this Agreement if it wishes to negotiate an extension of this Agreement.

7.3 If Supplier and Purchaser fail to agree on an extension of this Agreement before the end of the thirtieth (30th) year of this Agreement, this Agreement shall expire at the end of the thirtieth (30th) year.

7.4 This Agreement may be amended upon the mutual agreement of the parties or their authorized representatives.

ARTICLE 8

Notices

8.1 All notices required to be given hereunder, shall be in writing and shall be: delivered in person (and a confirming copy sent by first class mail), or shall be mailed by registered mail, or delivered by facsimile with a return receipt showing delivery (and a confirming copy sent by first class mail), to the following addresses:

Notices to the Supplier:

The City of Oklahoma City
Attn: Director of Utilities
420 West Main Street, Suite 500
Oklahoma City, Oklahoma 73102
Phone: 405-297-2422
Facsimile No.: 405-297-3813

and

Oklahoma City Water Utilities Trust
Attn: General Manager
420 West Main Street, Suite 500
Oklahoma City, Oklahoma 73102
Phone: 405-297-2422
Facsimile No.: 405-297-3813

Notices to the Purchaser:

Mustang Improvement Authority
Attn: Mustang Public Works Director
520 West SW 59th Street
Mustang, Oklahoma 73064
Phone: 405-376-7729

City of Mustang
Attn: City Manager
135 N Mustang Road
Mustang, Oklahoma 73064
Phone: 405-376-7726

The parties may hereafter designate, in writing and as provided herein, other or different persons or addresses for receipt of notice.

ARTICLE 9

General Provisions

9.1 The captions, titles and headings contained herein are for convenience of reference only and shall not control the interpretation of any provision hereof. When any word in this Agreement is used in the singular number, it shall include the plural and the plural, the singular, except where contrary intention plainly appears. When any word is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.

9.2 The parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be executed in multiple counterparts, each of which shall constitute an original.

9.3 The parties hereto agree that it is not their intent to create any rights or benefits to any third parties and that no third-party beneficiaries shall be created or shall be deemed to be created by this Agreement.

9.4 The parties hereto agree to abide by the applicable and constitutionally valid laws of the State of Oklahoma and the United States of America. The parties further agree that any action to enforce the provisions of this Agreement or any dispute over the interpretation of this Agreement shall be resolved in a court of competent jurisdiction in Oklahoma County, Oklahoma.

9.5 The term "Director" as referred to in this Agreement shall mean the Director of the Utilities Department for The City of Oklahoma City.

9.6 This Agreement shall be effective upon execution by the last party hereto. All water and water service provided under any bill issued after January 1, 2019. This Agreement shall supersede all prior agreements regarding wholesale potable water and water service between the parties.

9.7 This is the complete Agreement between the parties and no statements, representations, or discussions not set forth herein shall be binding upon the parties and no party is or shall be bound by any statement or representation that does not conform with this document. No agent or any party to this Agreement has authority to alter, modify or change this Agreement except as expressly provided herein. This Agreement shall be read as a whole and shall not be interpreted either for or against any party. This Agreement may only be amended in writing as approved and executed by all parties hereto.

9.8 For the purpose of this Agreement, time shall be deemed to be of the essence.

9.9 A breach of any provision of this Agreement shall be deemed to be a breach of the entire Agreement provided however the breaching party or parties shall be given thirty (30) days notice as provided herein during which to cure any breach prior to the termination of this Agreement therefore. Provided however the failure of any party hereto to provide notice of a breach of this Agreement shall not be deemed a waiver of that breach or any subsequent breach of a similar or different kind or nature.

9.10 A determination that any provision or application of any provision of this Agreement to any party is prohibited or contrary to law shall be limited to the specific language and/or party so construed and shall not affect the validity of the remaining provisions of the Agreement or its binding effect on any other party or parties.

9.11 Purchaser may not provide water to third parties which individually or cumulatively with Supplier's other customers cause or contribute to a loss or change in Supplier's tax-exempt status under applicable federal statutes, rules and/or regulations.

Remainder of this page left intentionally blank

APPROVED and **SIGNED** by the Mustang Improvement Authority, this _____
day of _____ 2019.

ATTEST: (seal)

MUSTANG IMPROVEMENT AUTHORITY

Secretary

Chairperson

APPROVED and **SIGNED** by the City of Mustang, Oklahoma, this _____ day of
_____ 2019.

ATTEST: (seal)

THE CITY OF MUSTANG

City Clerk

Mayor

REVIEWED as to form and legality.

City Attorney
Mustang Improvement Authority and City of Mustang

APPROVED by the City of Oklahoma City, Oklahoma, this _____ day of _____ 2019.

ATTEST: (seal)

THE CITY OF OKLAHOMA CITY

City Clerk

Mayor

APPROVED by the Oklahoma City Water Utilities Trust this _____ day of _____ 2019.

ATTEST: (seal)

OKLAHOMA CITY WATER UTILITIES TRUST

Secretary

Chairperson

REVIEWED as to form and legality.

Assistant Municipal Counselor, Oklahoma City

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**ATTACHMENT “A”
(2018)**

The following description and attached maps set forth the mutually agreed and approved location and facilities connected and to be connected, by Purchaser or Purchaser’s agent at Purchaser’s cost and expense, to the Supplier’s System. This **Attachment “A”** may be amended from time to time upon the mutual consent of all parties to the Agreement.

CONNECTION #1

Connection

Location: 8” meter on the east side of S County Line Road approximately 2,280 feet north of SW 89th Street (generally at the site of Booster Station 20 and County Line storage tank) . The 8-inch meter is connected to a 12-inch main (coming off a 16-inch water main) on the Supplier’s System and connects to a 16-inch water main on the Purchaser’s System.

CONNECTION #2

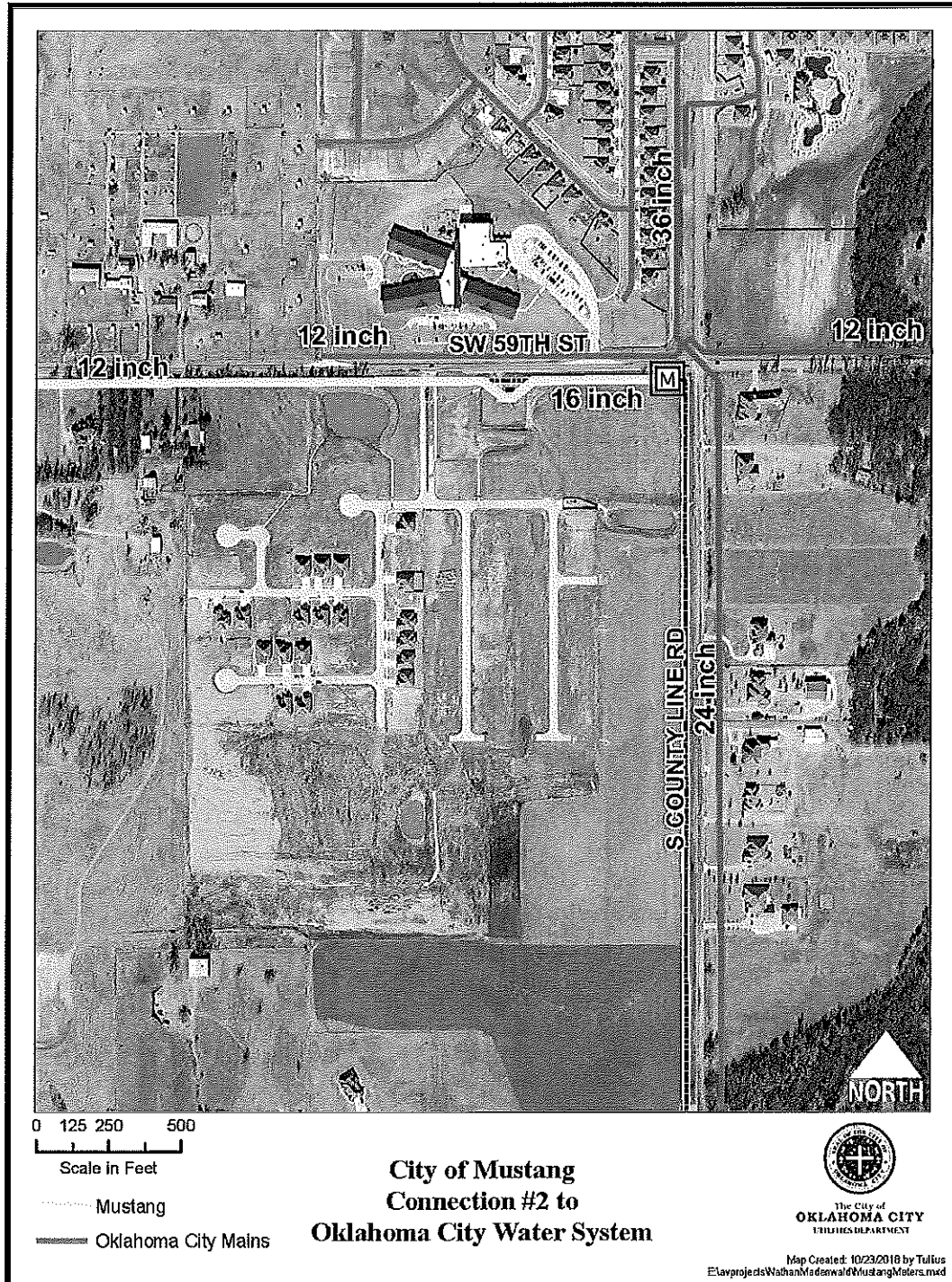
Connection

Location: 8” meter on the SW corner of SW 59th Street and S. County Line Road. The 8-inch meter is connected to a 16-inch water main (coming off a 36-inch water main) on the Supplier’s System and connects to a 16-inch water main on the Purchaser’s System.

ATTACHMENT "A"
MAP – CONNECTION #1
(2019)



ATTACHMENT "A"
MAP – CONNECTION #2
(2019)



ATTACHMENT "B"
**EXAMPLE CALCULATION OF SUBSCRIBED MONTHLY CAPACITY
RESERVATION, SUBSCRIBED DAILY CAPACITY RESERVATION, MAXIMUM
HISTORIC MONTHLY USAGE AND BILLING**

Example background: Customer chooses 1 million gallons per day (MGD), same as 1,000 thousand gallons per day, as the subscribed reservation. This reservation would be 30 million gallons (MG) per month for a 30-day billing period (the number of days between meter reads). This reservation would also be 33 MG for a billing period of 33 days.

Month 1:

Usage = 20 million gallons or 20,000 thousand gallons.

Billing Period = 30 days.

120% of Reservation = 36 million gallons or 36,000 thousand gallons

Reservation Charge: 30,000 × \$1.64 = \$49,200

Commodity Charge: 20,000 × \$0.46 = \$ 9,200

Excess Charge 1: 0 × \$5.85 = \$ 0

Excess Charge 2: 0 × \$6.17 = \$ 0

Month 2:

Usage = 35 million gallons or 35,000 thousand gallons.

Billing Period = 30 days.

120% of Reservation = 36 million gallons or 36,000 thousand gallons

Reservation Charge: 30,000 × \$1.64 = \$49,200

Commodity Charge: 30,000 × \$0.46 = \$13,800

Excess Charge 1: 5,000 × \$5.85 = \$29,250

Excess Charge 2: 0 × \$6.17 = \$ 0

Month 3:

Usage = 45 million gallons or 35,000 thousand gallons.

Billing Period = 35 days.

120% of Reservation = 42 million gallons or 42,000 thousand gallons

Reservation Charge: 35,000 × \$1.64 = \$57,400

Commodity Charge: 35,000 × \$0.46 = \$16,100

Excess Charge 1: 7,000 × \$5.85 = \$40,950

Excess Charge 2: 3,000 × \$6.17 = \$18,510

ATTACHMENT "B"
(page2, continued)

90% of Historical Maximum Test (using same example data as above):

Month 1:

20,000 / 30 days = 667,000 gallons per day.
90% of 667,000 is 600,300 gallons.
600,300 gallons per day is less than 1million gallons per day.
Check: OK, no need to adjust subscribed reservation next February.

Month 2:

35,000 / 30 days = 1.167 million gallons per day.
90% of 1.167 million gallons is 1.05 million gallons.
1.05 million gallons per day is more than 1 million gallons per day.
Check: If highest month, adjust reservation next February.

Month 3:

45,000 / 35 days = 1.286 million gallons per day.
90% of 1.286 million gallons is 1.157 million gallons.
1.157 million gallons per day is more than 1 million gallons per day.
Check: If highest month, adjust reservation next February.

In this limited scenario, the new subscribed reservation would be adjusted to 1.157 million gallons per day beginning with the next February billing and thereafter. 1.157 million gallons per day is equivalent to 34.71 million gallons per month on a 30-day billing period.

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. H-3

2. MEETING DATE: January 2, 2019

3. TITLE: Rezoning Application RZ-11-16-16-1-27, Laurel Springs, Ron Walters Homes, NW/4, Section 27. R-4 PUD to R-4 & C-2 PUD.

4. COUNCIL ACTION: Public Hearing, Discussion, and Possible Action Regarding Rezoning Application.

5. INITIATOR: Community Development Department

6. BACKGROUND RECOMMENDATION:

Project Description: The applicant, Ron Walters Homes, has submitted an application to amend the Laurel Springs R-4 PUD to a mixed use PUD of R-4 and C-2, multiple family and commercial neighborhood district. The Laurel Springs PUD was approved by Planning Commission December 13, 2016. The maximum density is 76 units and it is gated. Phase 1 of Laurel Springs is nearing completion.

The applicant is requesting C-2 uses to lease commercial space in the 2nd floor space of the clubhouse. The second floor office space is approximately 1,000 square feet, there are two spaces available. There is a restroom located in this space. The entire upstairs is not ADA accessible. There are stairs only and the bathroom on the second level does not meet current ADA requirements. Commercial use is permitted in the International Building Code due to the availability of several ADA compliant bathrooms on the first floor.

The Fire Marshall stated that Special Development Regulations, 1, i. Senior citizens center/club be removed before approval by City Council. The upstairs is occupancy limited and no assembly uses will be permitted. The Chief Building Inspector stated that Special Development Regulations, 1, g. Psychologist be removed before approval by City Council. Building Codes do not permit any health or medical uses on a second floor with stair access only. This includes sales or office only space by health professionals. The applicant has made the requested changes to the PUD Design Statement.

Ron Walters stated the intent of this office space is ideally for someone who works from home but has outgrown that spot. This will be a small scale, minimal employee commercial use. He will use great discretion in choice of tenant. Community Development will also review the tenant as part of the business license procedure. Mr. Walters stated signage for the commercial use would not be permitted.

Character of Neighborhood: This is an area of mixed uses with commercial zoning, single-family residential zoning and multi-family zoning all abutting this property.

Zoning and Uses of Property Nearby: Property to the north is zoned C-5, to the east is R-1, to the west is zoned R-4 PUD and to the south is Curtis Park.

Conformance with Long-Range Plan: The property is designated Urban Residential on the Future Land Use Map. The long-range plan calls for medium to high density residential, attached development in this area, this includes apartments, patio homes and duplexes.

Utilities and Services: There is private water and sewer located in this development.

Professional Staff Recommendation: Staff recommends approval of the PUD amendment. The bathroom and parking requirements for commercial uses have been met. Three parking spots located outside the clubhouse will have to be designated for the commercial use, by signage or some other marker. One of these spots must be a handicap parking stall. Staff does not recommend approval of the studio office attached to the model unit.

Planning Commission Recommendation: The Mustang Planning Commission voted unanimously to recommend approval of this application subject to staff comments at their December 11, 2018 meeting. Please see attached minutes. Please note: These minutes were not yet formally approved by the Mustang Planning Commission.

7. FINANCIAL IMPACT: None

8. STAFF SOURCE: Morgan Shepard, City Planner

9. CITY ATTORNEY'S COMMENTS:

10. RESOLUTION/ORDINANCE NO. 1180

ORDINANCE NO. 1180

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA AMENDING THE ZONING ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AS AMENDED, TO CHANGE CERTAIN PROPERTY LOCATED IN CANADIAN COUNTY, OKLAHOMA, FROM "R-4 PUD" MULTIPLE FAMILY PLANNED UNIT DEVELOPMENT DISTRICT TO "R-4/C-2 PUD" MULTIPLE FAMILY/COMMERCIAL NEIGHBORHOOD PLANNED UNIT DEVELOPMENT DISTRICT AND, DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. That the Zoning Ordinance of the City of Mustang, Oklahoma, as amended, is hereby amended to change the Official Zoning Map, to include therein the following described property in the City of Mustang, Canadian County, State of Oklahoma from "R-4 PUD" Multiple Family Planned Unit Development District to "R-4/C-2 PUD" Multiple Family/Commercial Neighborhood Planned Unit Development District.

LEGAL DESCRIPTION OF COMPLETE PROPERTY FOR REZONING:

A tract of land situated in the Southwest Quarter (SW/4) Northwest Quarter (NW/4) of Section Twenty-seven (27), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, being described as follows: COMMENCING at the Southwest corner of the NW/4 of said Section 27; THENCE North 00°20'08" West, along the West section line, a distance of 989.12 feet; THENCE North 89°52'19" East a distance of 250.00 feet to the POINT OF BEGINNING; THENCE North 00°20'08" West a distance of 350.00 feet; THENCE North 89°52'19" East a distance of 290.00 feet; THENCE South 27°59'43" East a distance of 329.37 feet; THENCE South 06°20'00" East a distance of 355.00 feet; THENCE South 00°28'48" East a distance of 319.65 feet to a point on the North right-of-way line of Plantation Terrace; Thence along said North right-of-way line the following 6 courses: THENCE South 89°50'34" West a distance of 9.29 feet; THENCE on a curve to the right having a radius of 190.00', (said curve having a chord which bears North 64°28'07" West, a chord distance of 164.73',) an arc distance of 170.38'; THENCE North 38°46'45" West a distance of 69.78 feet; THENCE on a curve to the left having a radius of 190.00', (said curve having a chord which bears North 64°27'15" West, a chord distance of 164.63', an arc distance of 170.28'; THENCE South 89°52'19" West a distance of 31.79 feet; THENCE North 86°19'08" West a distance of 6.24 feet; THENCE North 00°34'12" West a distance of 168.52 feet; THENCE North 24°39'56" West a distance of 146.85 feet; THENCE North 00°07'41" West a distance of 114.08 feet; THENCE South 89°52'11" West

a distance of 32.99 feet to the POINT OF BEGINNING. Said tract of land contains an area of 335,739 square feet or 7.71 acres, more or less.

Section 2. REPEALER

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

Section 3. SEVERABILITY

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

Section 4. EMERGENCY

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

PASSED AND APPROVED and the Emergency Clause voted upon separately and passed and approved this ____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

APPROVED as to form this ____ day of _____, 2019.

City Attorney

**PLANNING COMMISSION
MINUTES DECEMBER 11, 2018**

The Mustang Planning Commission met in a regular session on Tuesday, December 11, 2018 at 7:00 p.m. at the Mustang Municipal Building, City Council Chambers at 1501 N. Mustang Road. Notification of the meeting was posted Thursday, December 6, 2018 in compliance with the Open Meeting Act (25 OAS, Section 301, et. seq.)

- I. CALL MEETING TO ORDER:** Chairman Billy McDaniel called the meeting to order at 7:00 p.m.
- II. SWEARING IN OF NEW MEMBERS:** Jay Adams and James Waugh were sworn in as new members.
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

MEMBERS PRESENT: Jay Adams, James Waugh, Dan Hix, Jesse Bratton, Billy McDaniel, Jerry Brown, David Russell

MEMBERS ABSENT:

STAFF PRESENT: Melissa Helsel, Radika Wheeler, Morgan Shepard, Justin Goodwin

CITY ATTORNEY: Jonathan Miller was in attendance

- V. APPROVAL OF MINUTES:** Mr. Hix pointed out two corrections in the minutes. Mr. Bratton made a motion to approve the amended minutes. Mr. Hix seconded the motion. The motion passed unanimously.
- VI. INTRODUCTION OF GUESTS AND VISITORS/HEARING OF CITIZENS AND DELEGATES:**
- VII. PUBLIC HEARING, DISCUSSION, CONSIDERATION AND RECOMMENDATION ON:**

- 1. Rezoning Application RZ-11-16-16-1-27, Laurel Springs, Ron Walters Homes, NW/4, Section 27. Approx. 7.71 acres, 1 lot,**

City Planner, Morgan Shepard, introduced the request. The applicant, Ron Walters Homes, has submitted an application to amend the Laurel Springs R-4 PUD to a mixed use PUD of R-4 and C-2, multiple family and commercial neighborhood

district. The Laurel Springs PUD was approved by Planning Commission December 13, 2016.

The applicant is requesting C-2 uses in two areas on the property that are not being utilized. One space is the second floor of the clubhouse, the other is attached to the model unit. The second floor office space is approximately 1,000 square feet with one large, open area and one space that can be closed off. There is a restroom located in this space. The entire upstairs is not ADA accessible. There are stairs only and the bathroom on the second level does not meet current ADA requirements. Commercial use is permitted in the International Building Code due to the availability of several ADA compliant bathrooms on the first floor. The second proposed office space is approximately 363 sq ft adjoining the model home. The model unit will always remain a model and will not be leased out.

The Fire Marshall stated that Special Development Regulations, 1, i. Senior citizens center/club be removed before approval by City Council. The upstairs is occupancy limited and no assembly uses will be permitted. The Chief Building Inspector stated that Special Development Regulations, 1, g. Psychologist be removed before approval by City Council. Building Codes do not permit any health or medical uses on a second floor with stair access only. This includes sales or office only space by health professionals.

Ron Walters stated the intent of this office space is ideally for someone who works from home but has outgrown that spot. This will be a small scale, minimal employee commercial use. He will use great discretion in choice of tenant. Community Development will also review the tenant as part of the business license procedure. Mr. Walters stated signage for the commercial use would not be permitted.

Staff recommends conditional approval. Staff recommends approval of the second floor office use. The bathroom and parking requirements for commercial uses have been met. Three parking spots located outside the clubhouse will have to be designated for the commercial use, by signage or some other marker. One of these spots must be a handicap parking stall. Staff does not recommend approval of the studio office attached to the model unit. There is no bathroom, Staff would only permit a commercial use with an on premise bathroom. Staff recommends granting approval of the amended PUD, including the studio space if a bathroom is added. Staff recommends granting approval on the condition that signage is not permitted in the community or on the Laurel Springs subdivision sign, located on Plantation Terrace.

Mr. Waugh asked about the requirement for one handicap parking stall. **Ms. Shepard** responded that is a requirement of all commercial uses, the number required depends on the business size.

Mr. Adams asked about the staff recommendation. **Ms. Shepard** discussed the items that would need to be amended from the Design Statement before the City Council

meeting. Eliminate the two uses discussed earlier, remove the studio office and add a provision for no signage by the commercial tenant.

Mr. Bratton asked about the nature of the commercial business, who it would serve, who would have access and how business would be conducted inside a gated community. **Ms. Shepard** responded that the applicant's ideal tenant would be one that would benefit the residents of Laurel Springs but clients would not be restricted to members of the community only. The future tenant would have to understand the restrictions of the commercial space, it is a gated community and the office is only accessible by stairs.

Mr. Hix asked if approval was for the 2nd floor space only. **Ms. Shepard** responded yes, that without a restroom, that space does not meet the requirements for commercial space. This has been discussed with the applicant and they agree with the conditions.

Mr. McDaniel clarified it would be corrected before City Council. **Ms. Shepard** responded yes.

Mr. McDaniel asked if notifications would go out before the City Council meeting. **Ms. Shepard** responded this meeting serves as the notification.

Mr. McDaniel opened the public hearing.

Aaron Burson, 2525 N Woodland Lane, came forward on behalf of the applicant. He stated this community was at the upper end of senior active communities. They will use great discretion in selecting a tenant that will complement the community. He stated the gates are usually open during the day and close at night but a client could use a code or call from the gate to be let in. Clients would be permitted by appointment only. He invited the Commissioners to come look at the community and see the potential office space.

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

Mr. Hix asked how the commercial tenant would handle a handicapped client. **Ms. Shepard** responded the client would have to be made aware and alternate arrangements could be made, including meeting on the first floor.

Mr. Miller reminded the Commissioners that a motion to approve would need to be subject to the comments of staff.

Mr. Bratton made a motion to approve the request subject to the comments made by staff. **Mr. Hix** seconded the motion.

A roll call vote was taken:

James Waugh **Yes**

Jay Adams	Yes
Dan Hix	Yes
Jesse Bratton	Yes
Jerry Brown	Yes
David Russell	Yes

The motion was approved unanimously.

Mr. McDaniel stated that item would be moving forward to City Council. **Ms. Shepard** stated the next City Council meeting would be on Wednesday, January 2nd due to City Hall being closed on Tuesday.

VI. NEW BUSINESS: No new business was declared.

VII. COMMISSIONER, STAFF COMMENTS:

Mr. Brown requested that elections be held at the next meeting to fill the role of vice-chairman.

VII. ADJOURNMENT: **Mr. Adams** made a motion to adjourn. **Mr. Russell** seconded the motion, which was approved unanimously. The meeting was adjourned at 7:17 p.m.

CHAIRMAN

DATE

SECRETARY

P.U.D.
Planned Unit Development
Design Statement
Mustang, Oklahoma

To Serve

Laurel Springs Development

Revised
October 31, 2018

Developer:
Ron Walters Homes LLC
8501 S. Walker Ave.
Oklahoma City, OK 73139
405-692-1903

Prepared By:
Ron Walters Homes LLC
8501 S. Walker Ave.
Oklahoma City, OK 73139
405-692-1903

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INTRODUCTION

This Planned Unit Development, consisting of approximately 7.71 acres, is located in the Northwest quarter of Section 27, Township 11 North, Range 5 West, of the Indian Meridian, in Mustang, Canadian County, Oklahoma. The subject property is located on the north side of Plantation Terrace between N Mustang Road and N Savannah Terrace. The site is presently zoned under the existing PUD 1-83. This proposed PUD will update and revise the tract of land described below. The maximum density will be 10 units per acre. The PUD consists of multi-family residential housing units, a community clubhouse, above ground safe room, two small second floor offices within the clubhouse for C-1 and specific C-2 uses. The site is located approximately 370' East of N Mustang Road behind Peachtree Village Condominiums.

LEGAL DESCRIPTION

The legal description of the property included in the PUD is attached as Exhibit "A" and made a part of this design statement.

OWNER

The owner of the planned unit development is Laurel Springs LLC.

SITE AND SURROUNDING AREA

The site is located in the NW/4 of Section 27, Township 11 North, Range 5 West, IM., Canadian County, Oklahoma. The existing property is currently zoned under PUD 1-83.

- North: C-5 Commercial Intensive District
- South: R-1 Single Family District
- West: PUD (Peachtree Condominiums)
- East: Park / R-1 Single Family District

PHYSICAL CHARACTERISTICS

The site slopes from west to east to an existing pond located on the east adjacent property. The elevation ranges from 1303 to 1293 at the pond. The soil is classified as Binger fine sandy loam, 3 to 5 percent slope as identified by the NRCS. The site is covered in native prairie grasses with some small vegetation and trees. The far southeast corner of the property has a small amount of land that lays within the FEMA floodplain limits as determined by FIRM No. 40109C44OH.

CONCEPT

The concept of the planned unit development is a multi-family residential development consisting of single, 2-plex, 3-plex, 4-plex, 5-plex buildings and a clubhouse with a safe room and offices. First floor clubhouse office will serve as the management and concierge office for the senior community. The second-floor clubhouse offices will serve as lease space for a professional office

providing services to Laurel Springs and the surrounding communities. This project is for mobile senior citizens 50-year of age and older.

SERVICE AVAILABILITY

The planned unit development has city services available to serve the site as follows:

1. Streets- the development will have two points of access. The entrances will access E Plantation Terrace. The west entrance, located adjacent to the Peachtree Condominium, is required by the Fire Marshal and will be used for emergency vehicles only.
2. Water- several existing 6" and 8" City water main have been installed on and near the property. Also, four existing fire hydrants are located on or near the property. All new construction will be in accordance with the City of Mustang standards.
3. Sanitary- an existing 8" City sewer line has been installed through the property as well as an 8" line installed along the far east property line. All new construction will be in accordance with the City of Mustang standards

FIRE PROTECTION

Fire protection is currently available from the City of Mustang. The fire station is located ¼ mile south and ½ mile west of the development at 465 West SH 152. All triplex and greater buildings will include fire sprinklers in accordance with the City of Mustang standards. The development will comply with the City ordinances and Fire Department.

ELECTRICITY, NATURAL GAS, PHONE SERVICE

Adequate service from the electric, natural gas, and phone companies is available, and coordination of the utility services will be made during the development of this planned unit development.

SPECIAL DEVELOPMENT REGULATIONS

The following special development regulations and/or limitations are placed upon the development carried out under this planned unit development only to the extent specifically delineated herein. Certain zoning districts and regulations referred to in this text shall be those which appear in the City of Mustang Zoning Ordinance. For purposes of clarification and interpretation, the operative and controlling language and regulations applicable to the referenced zoning districts as contained in the City of Mustang Zoning Ordinance shall be superseded by the planned unit development. The regulations are as follows:

The site shall be developed in accordance with the R-4 zoning district with the following variances:

1. The second-floor office within the clubhouse shall be developed in accordance with the C-1 zoning district with the following C-2 uses allowed.
 - a. Broker (Stocks and Bonds)
 - b. Drafting Service
 - c. Engineer's Office
 - d. Finance and Investment Planning
 - e. Geologist or Geophysicists
 - f. Insurance Sales Office
 - g. Real Estate Office
 - h. Studio (Photo, Music, Artist)
 - i. Tailoring and Alterations
 - j. Travel Agency
2. Development phasing shall be allowed throughout the planned unit development. Development shall conform to the requirements of Mustang Ordinances, including but not limited to Section 122-804 and 106-172.
3. A private street and public utility easement may be utilized. The property owners will maintain all private appurtenances. All streets will be private. All water and sewer lines will be public. All water and sewer lines will be placed inside a public utility easement. See Exhibit H.
4. The planned housing unit development shall have a maximum density of 76 units.
5. A boundary fence of brick, wood, and wrought iron will be constructed. Fencing will surround the perimeter of the PUD and be installed upon initial construction within the PUD area.
6. A common area shall be provided for all residences to utilize.
7. A gated entrance will be provided, with the gates to meet the City of Mustang requirements.
8. A walking trail for the tenants to utilize will be provided throughout the property (minimum width shall be 4'-0").
9. The property will be owned in its entirety by a single owner, and the property will be maintained by the owner.
10. An unattached structure of parking garages, car ports and/or storage facilities may be provided for the residences to use. Each residential unit will have access to either a garage or car port structure. The quantity and location of garage structures will vary.
11. No interior building limit setback lines will apply to the development. Provided, the requirements of the applicable building code, fire code or the requirements of the Mustang Fire Chief shall prevail in event of any conflict with the provisions of this PUD.
12. A minimum building setback shall exist along all exterior boundaries; this shall include all residences, except garages, car ports and storage facility structures that may extend into that setback. The setback distance varies from 5'-0" in one location to a 10'-0" in a few

locations. All other locations will have a 15'-0" setback. See Exhibit C for all setback locations and distances.

13. Public water and sanitary sewer lines and appurtenances will be constructed inside a public utility easement. The width of public easement will be a minimum of 10'-0" wide. See Exhibit H for easement location and widths.
14. Landscape materials (sod, trees, shrubs, plantings, irrigation, or other material) will be permitted to be installed within public easements with the use of a blanket revocable permit. Individual revocable permits shall not be required. The development will meet the City landscape requirements.
15. Each building structure will be served with one (1) domestic water line and meter, one (1) sanitary sewer service line, and one (1) fire protection line if required. A building structure may have up to five (5) individual residential units. The development will meet the City of Mustang Fire Marshal and Fire Code.
16. On street parking will not be permitted.
17. Two story structures shall be permitted within the development.
18. Structures will be permitted to be constructed adjacent to public easements. Provided, this provision shall not relieve any person from liability resulting from improper installation of any structure that results in damage to City property located within an easement.
19. Construction activity will be allowed to begin on building structures (foundation and/or vertical construction) prior to City final acceptance of public utilities and/or paved streets with Fire Marshal approval. Due to this development being owned by a single entity and not being subdivided, the development will not be platted.

ACCESS

One access point will be from E Plantation Terrace and the second access point will be from N Jefferson Terrace. The proposed streets will be privately maintained and will be a minimum of 24'-0" wide measured from back-of-curb to back-of-curb. Fire access will be available from either entrance via keypad entrance. Access to the development will meet the Fire Marshal requirements. Provided, notwithstanding anything herein to the contrary, access shall comply with the Mustang Fire Code.

SCREENING AND LANDSCAPING

The developer proposes site fencing though out the development. See exhibits attached.

SIGNAGE

All signs will comply with the ordinance requirements. Signage for the Clubhouse Offices will not be permitted either within the Laurel Springs Development or on the existing Subdivision sign located on Plantation Terr.

LIGHTING

All lighting shall comply with the ordinance requirements.

ARCHITECTURE

All living units shall be a minimum of 70% brick or masonry facades.

DEVELOPMENT SEQUENCE

The development of this property shall allow construction to be done in several sections, as the market permits. Development shall conform to the requirements of Mustang Ordinances, including but not limited to Section 122-804 and 106-172. Any existing easements that are inconsistent with the easements reflected on the Master Development Plan, as determined by the City Development Director, must be vacated and any existing infrastructure relocated at Developer's expense into new easements reflected in the easements dedicated herein

EXHIBITS

Exhibit "A" – Legal description

Exhibit "B" – Master development site plan

Exhibit "C" – Variance request list & layout

Exhibit "D" – Landscape plan

Exhibit "E" – Building #29 Clubhouse-Saferoom-Office plans

Exhibit A

Laurel Springs Legal Description

A tract of land situated in the Southwest Quarter (SW/4) Northwest Quarter (NW/4) of Section Twenty-seven (27), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, being described as follows:

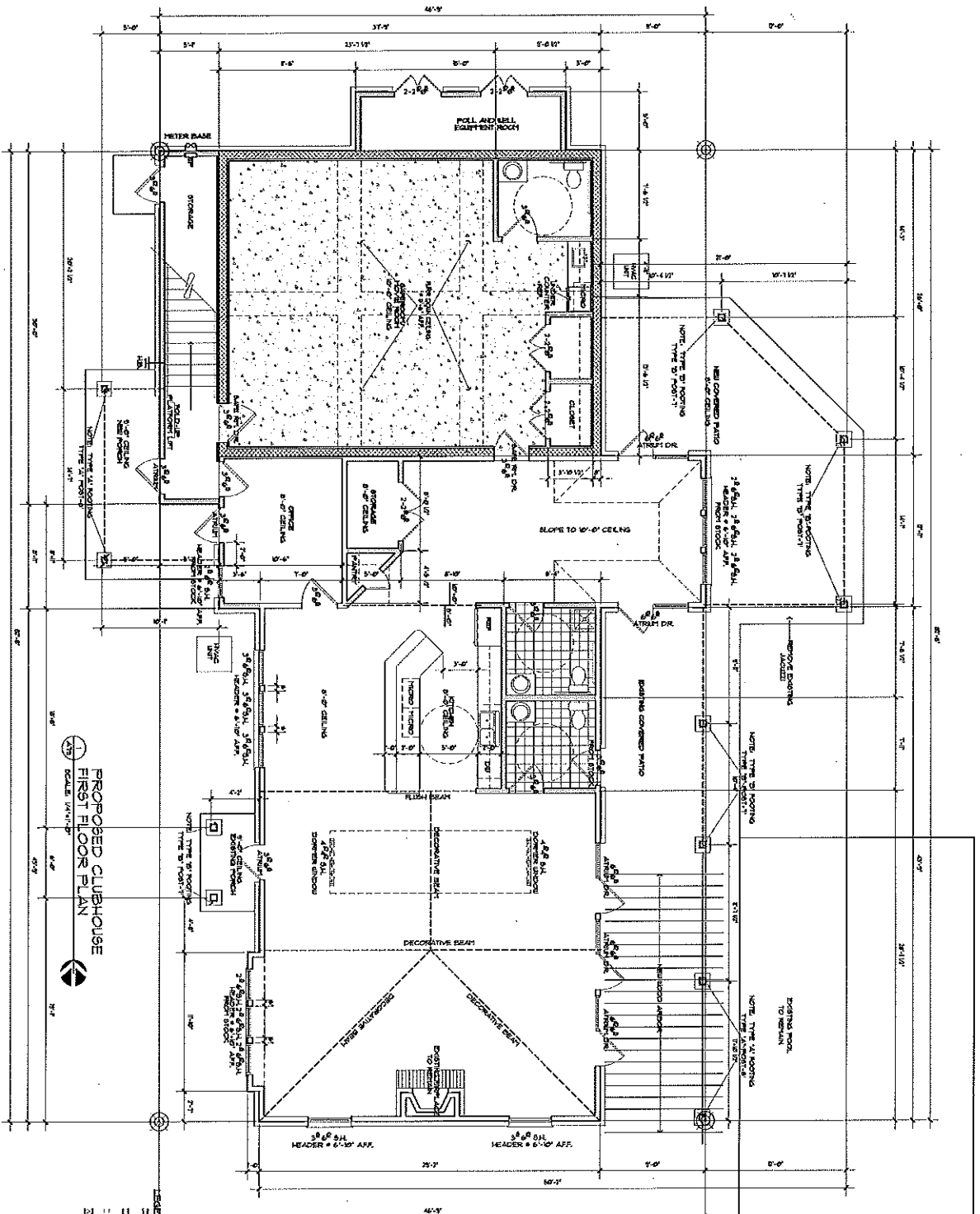
COMMENCING at the Southwest corner of the NW/4 of said Section 27;
THENCE North 00°20'08" West, along the West section line, a distance of 984.12 feet;
THENCE North 89°52'19" East a distance of 250.00 feet to the POINT OF BEGINNING;
THENCE North 00°20'08" West a distance of 350.00 feet;
THENCE North 89°52'19" East a distance of 290.00 feet;
THENCE South 27°59'43" East a distance of 329.37 feet;
THENCE South 06°20'00" East a distance of 355.00 feet;
THENCE South 00°28'48" East a distance of 319.65 feet to a point on the North right-of-way line of Plantation Terrace;
Thence along said North right-of-way line the following 6 courses:
 THENCE South 89°50'34" West a distance of 9.29 feet;
 THENCE on a curve to the right having a radius of 190.00', (said curve having a chord which bears North 64°28'07" West, a chord distance of 164.73',) an arc distance of 170.38';
 THENCE North 38°46'45" West a distance of 69.78 feet;
 THENCE on a curve to the left having a radius of 190.00', (said curve having a chord which bears North 64°27'15" West, a chord distance of 164.63', an arc distance of 170.28';
THENCE South 89°52'19" West a distance of 31.79 feet;
THENCE North 86°19'08" West a distance of 6.24 feet;
THENCE North 00°34'12" West a distance of 168.52 feet;
THENCE North 24°39'56" West a distance of 146.85 feet;
THENCE North 00°07'41" West a distance of 114.08 feet;
THENCE South 89°52'11" West a distance of 32.99 feet to the POINT OF BEGINNING.

Said tract of land contains an area of 335,739 square feet or 7.71 acres, more or less.

Scanned with CamScanner



EXHIBIT



PROPOSED CLUBHOUSE
FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

- NEW WINDOW WALL
- EXISTING WALL TO REMAIN
- EXISTING WALL
- NEW CHIMNEY WALL

EXISTING AREA TOTALS	
EXISTING FLOOR AREA	34,000
EXISTING ROOF AREA	1,000
EXISTING CHIMNEY AREA	1,000
EXISTING TOTAL AREA	36,000
NEW AREA TOTALS	
NEW FLOOR AREA	11,000
NEW ROOF AREA	1,000
NEW CHIMNEY AREA	1,000
NEW TOTAL AREA	13,000
NEW ROOMS	13
NEW TOTAL AREA	49,000

BUILDING 29 CLUBHOUSE FIRST FLOOR PLAN

"LAUREL SPRINGS" (PHASE 1)
MUSTANG OKLAHOMA

RAY WALTERS
ARCHITECTS

OWNER: MUSTANG OKLAHOMA

DATE: 08-10-17

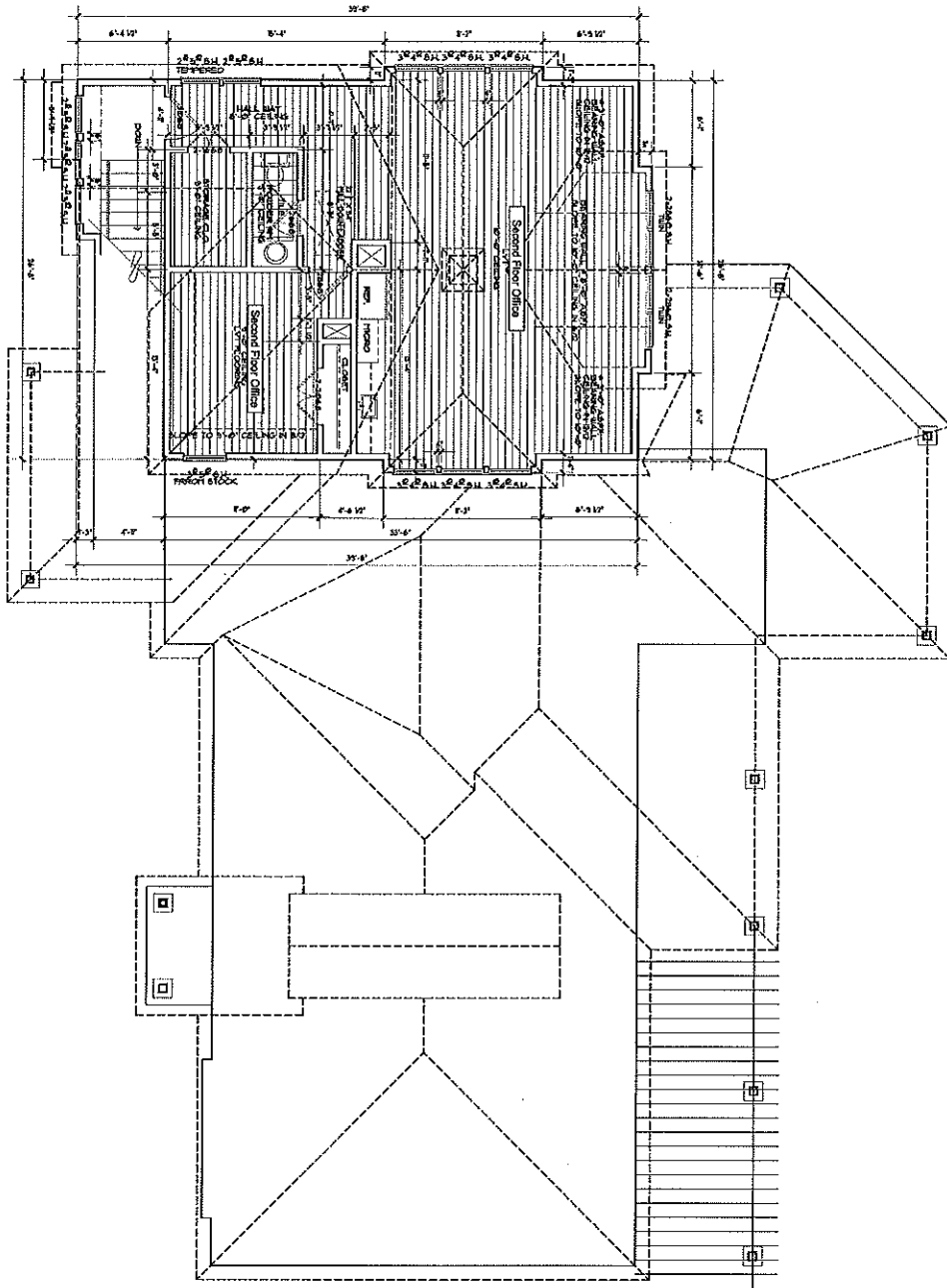
PROJECT: 14190

CONTRACT: © 2017

ALL RIGHTS RESERVED

DRAWING NO. A79

EDITIONS:



PROPOSED CLUBHOUSE
SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

REVISIONS

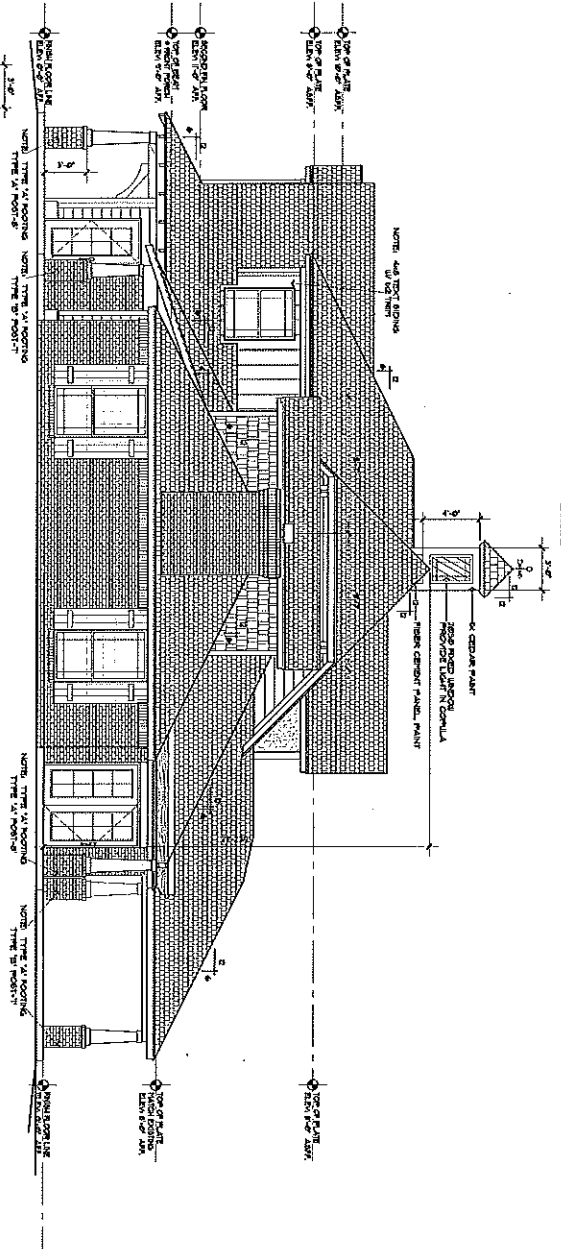
"LAUREL SPRINGS" (PHASE 1)
MUSTANG OKLAHOMA

BUILDING 29 CLUBHOUSE
SECOND FLOOR PLAN

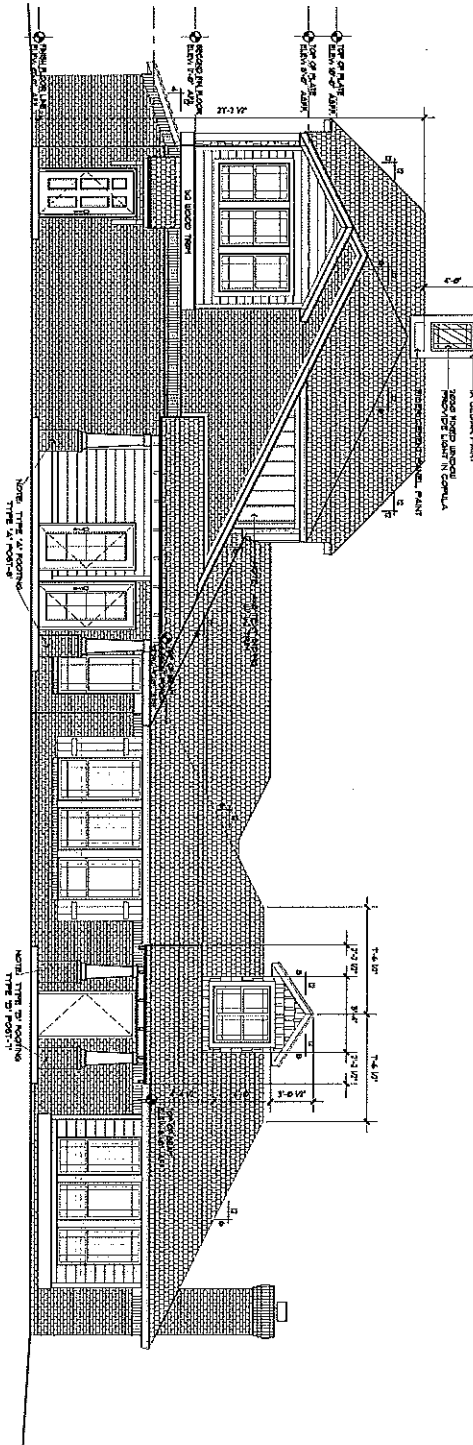


DATE: 08-16-17
DRAWING NO.: A80
DESIGNED BY: [blank]
CHECKED BY: [blank]
APPROVED BY: [blank]
ALL RIGHTS RESERVED
PROJECT: 14010

SECTION E



1 SOUTH ELEVATION
SCALE 1/4\"/>



2 WEST ELEVATION
SCALE 1/4\"/>

REVISIONS

"LAUREL SPRINGS" (PHASE 1)
MUSTANG OKLAHOMA

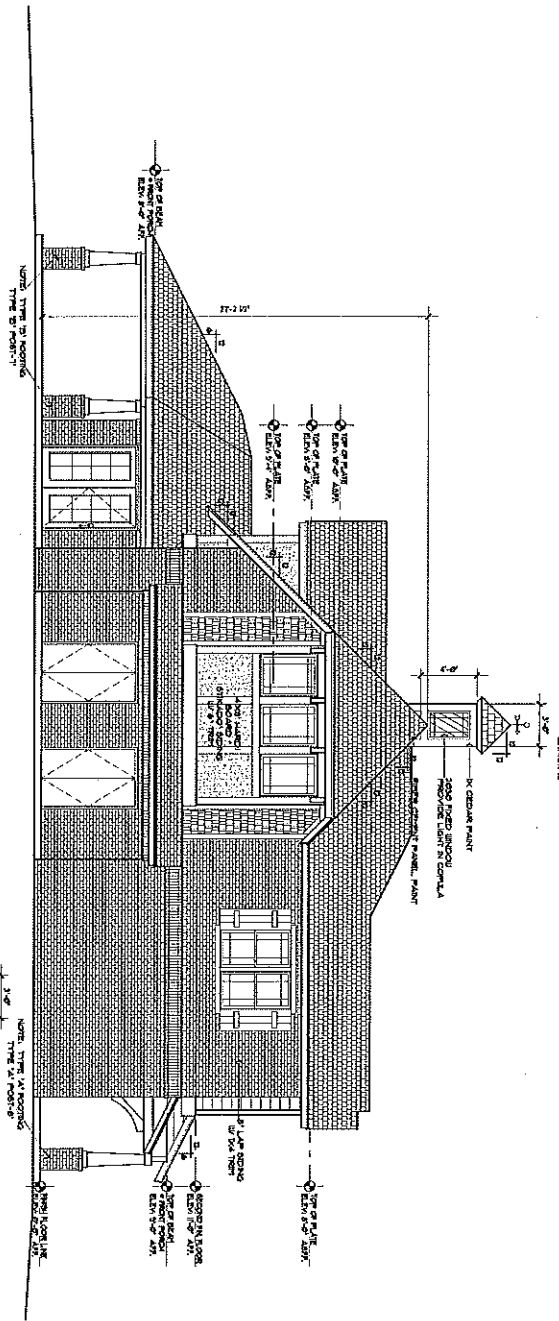
BUILDING 29 ELEVATIONS



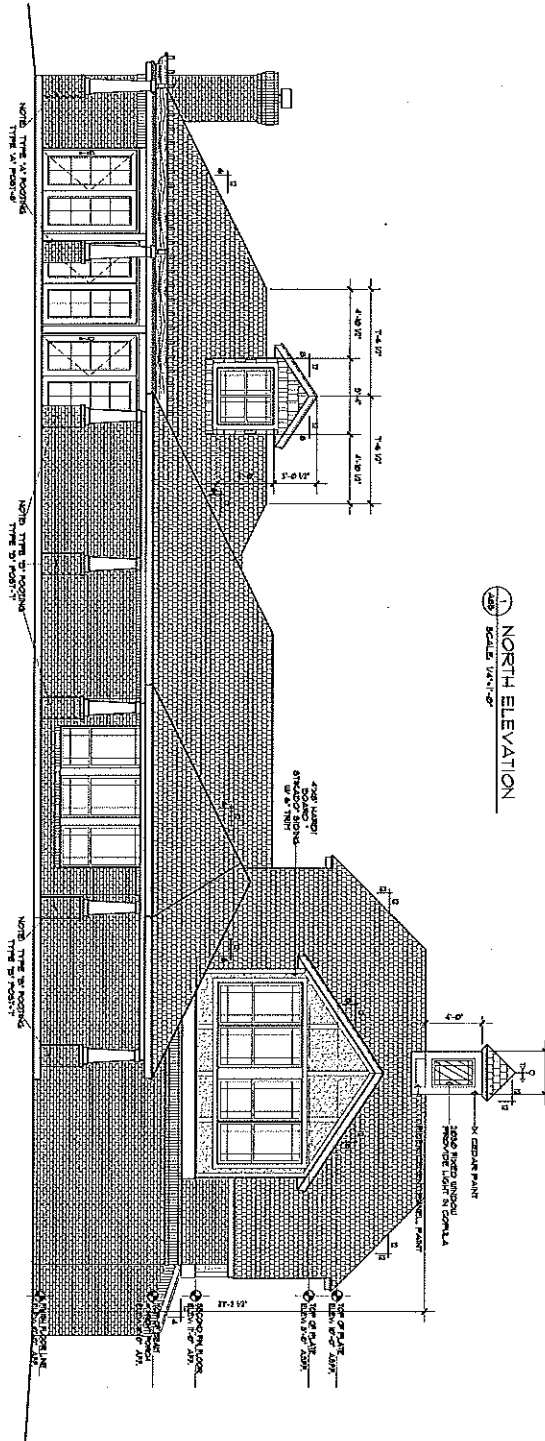
COPYRIGHT © 2017
ALL RIGHTS RESERVED
PROJECT: 14090
DATE: 09-09-17
DRAWING NO.

A84

EXHIBIT E



1 NORTH ELEVATION
SCALE 1/4\"/>



2 EAST ELEVATION
SCALE 1/4\"/>

REVISIONS:

"LAUREL SPRINGS" (PHASE 1)
MUSTANG OKLAHOMA

BUILDING 29 ELEVATIONS



A85

DATE: 08-10-17
DRAWING NO.:
PROJECT: 16080
ALL RIGHTS RESERVED
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**CITY OF MUSTANG, OKLAHOMA
REZONING APPLICATION
1501 N. Mustang Rd.
MUSTANG, OK 73064**

A SITE PLAN OR LOCATION MAP OUTLINING YOUR PROPOSAL MUST ACCOMPANY THIS APPLICATION.

TO THE MUSTANG PLANNING COMMISSION AND THE CITY COUNCIL OF MUSTANG, OKLAHOMA.

I, the undersigned, do hereby respectfully make application and petition to City Council to amend the zoning map and to change the zoning district of the Mustang area, from PUD (R-4) District to PUD(R-4+C-2) District, as hereinafter requested and in support of this application, the following facts are shown:

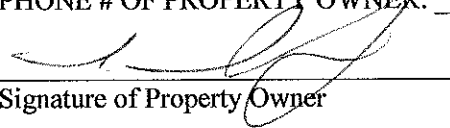
LEGAL DESCRIPTION (if metes and bounds please attach):

Address or General Location: 151 E. Plantation Terr.

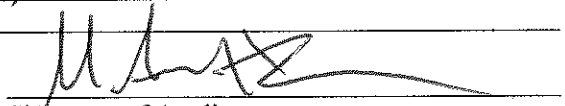
1. The property is located in the Laurel Springs subdivision of the City of Mustang.
2. Current zoning Classification: PUD (R-4)
3. Requested Zoning Classification: PUD (R-4 and C-2)
4. Comprehensive Plan Designation: Medium/High Density
5. Present Use of Property: Residential Rentals
6. Property ownership list has been furnished: Yes
7. If the requested zoning is approved, can the required off-street parking be provided on this property?
Yes
8. The property will be served by: (X) Public, or () Private Water
9. The property will be served by: (X) Public, or () Private Sanitary Sewer Facilities.
10. With the filing of this application, I acknowledge that I have been informed of all zoning requirements to in regards to the zoning I have requested as witnessed by my signature.

NAME OF APPLICANT: Ron Walters Homes - Aaron Burger
ADDRESS OF APPLICANT: 8501 S. Walker Ave. OKC, OK 73139
PHONE # OF APPLICANT: 405-692-1903 / 405-651-9057

NAME OF PROPERTY OWNER: Laurel Springs LLC
ADDRESS OF PROPERTY OWNER: 8501 S. Walker Ave. OKC, OK 73139
PHONE # OF PROPERTY OWNER: 405-692-1903


Signature of Property Owner

11-2-18
Date


Signature of Applicant

10/22/18
Date

Ingress and egress to property will be via: Laurel Springs Terr. and located between Mustang Rd.
Street and N. Savannah Terr. Street on the North side of the street. off E. Plantation Terr.

Additional information may be attached which provides further detail concerning the requested action or manner of operations of the proposed use.

LETTER OF AUTHORIZATION

I, Ron Walters, an agent of the property owner of record authorizes Ron Walters Homes LLC., to make application for municipal approvals and to do all things necessary for the advancement of such application with respect to the property at the following location
151 E. Plantation Terr. Mustang, OK 73064

By: 
Ron Walters

Title: MANAGER

Date: 10-22-18



WARRANTY DEED
(Oklahoma Statutory Form)

Doc#: R 2017 13081
Bk&Pg: RB 4575 838-842
Filed: 05-11-2017 11:52:59 AM
Canadian County, OK

DAR
WD

KNOW ALL MEN BY THESE PRESENTS:

That **MARY LOU COZZENS**, a single woman, party of the first part, in consideration of the sum of Ten and No/100 dollars and other valuable consideration to it in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto **LAUREL SPRINGS, L.L.C.**, an Oklahoma limited liability company, party of the second part, the following described real property and premises situate in **CANADIAN** County, State of Oklahoma, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION.

MAIL TAX STATEMENT TO:
Laurel Springs, L.L.C.
8501 S. Walker
Oklahoma City, OK 73139

State of Oklahoma
Canadian County
Documentary Stamps
\$ 900.00

together with the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, its successors and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages, and other liens and encumbrances of whatsoever nature, subject to those easements, rights of ways and restrictive covenants of record, AND less and except any oil, gas and other minerals and all rights pertaining thereto, previously reserved or conveyed of record.

Return original to:

2228747

Pilar A. Beare
First American Title & Trust
501 N. Walker, Suite 170
Oklahoma City, OK 73102

5/21

Signed and delivered this 9 day of May, 2017.

By: Alyssa J. Lutz, POA
Alyssa J. Lutz, Attorney in Fact Book 4568/Pg 913

By: Derek G. Cozzens, POA
Derek G. Cozzens, Attorney in Fact Book 4548/Pg 913

ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS:

This instrument was acknowledged before me on May 9, 2017, by Alyssa J. Lutz and Derek G. Cozzens, Attorneys in Fact for Mary Lou Cozzens, a single woman.

My Commission Expires:

6-7-2017
Commission No.: 05005094

Pilar A. Beare
Notary Public

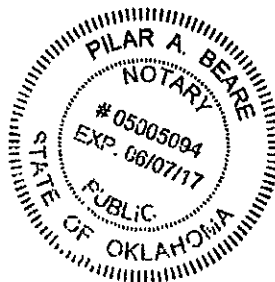


EXHIBIT 'A'

TRACT 1:

A tract of land situated in the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section Twenty-seven (27), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, being described as follows:

Commencing at the Southwest corner of the NW/4 of said Section 27;

Thence North 00°20'08" West, along the West Section line, a distance of 587.50 feet;

Thence North 89°52'14" East a distance of 50.00 feet;

Thence North 00°20'08" West a distance of 396.62 feet;

Thence North 89°52'19" East a distance of 200.00 feet to the Point of Beginning

Thence North 00°20'08" East a distance of 350.00 feet;

Thence North 89°52'19" East a distance of 290.00 feet;

Thence South 27°59'43" East a distance of 329.37 feet;

Thence South 06°20'00" East a distance of 355.00 feet;

Thence North 89°52'19" West a distance of 240.00 feet;

Thence South 02°20'08" East a distance of 122.50 feet;

Thence North 89°52'19" West a distance of 140.00 feet;

Thence North 86°20'02" West a distance of 6.24 feet;

Thence North 00°34'12" West a distance of 168.53 feet;

Thence North 24°39'56" West a distance of 146.85 feet;

Thence North 07°7'41" West a distance of 114.08 feet;

Thence South 89°52'19" West a distance of 32.99 feet to the Point of Beginning.

AND

TRACT 2:

Part of the Northwest Quarter (NW/4) of Section Twenty-seven (27), Township Eleven (11) North, Range Five (5) West of the Indian Meridian Canadian County, Oklahoma;

Commencing at the Southwest corner of said NW/4;

Thence North 00°20'08" West a distance of 680.00 feet;

Thence North $89^{\circ}52'14''$ East a distance of 486 feet to the Point of Beginning;

Thence South $00^{\circ}20'08''$ East a distance of 112.51 feet;

Thence South $89^{\circ}52'14''$ West a distance of 109.01 feet;

Thence on a curve to the Southeast having a radius of 200.00 feet and a length of 197.16 feet;

Thence South $38^{\circ}46'45''$ East a distance of 69.73 feet;

Thence on a curve to the left having a radius of 160.00 feet and a length of 143.47 feet;

Thence North $89^{\circ}50'34''$ East a distance of 9.29 feet;

Thence North $00^{\circ}20'08''$ West a distance of 309.67 feet;

Thence South $89^{\circ}52'14''$ West a distance of 240.00 feet to the Point of Beginning.

BOTH TRACTS, WHEN COMBINED, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A tract of land situated in the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section Twenty-seven (27), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, being described as follows:

Commencing at the Southwest corner of the NW/4 of said Section 27;

Thence North $00^{\circ}20'08''$ West, along the West section line, a distance of 984.12 feet;

Thence North $89^{\circ}52'19''$ East a distance of 250.00 feet to the Point of Beginning;

Thence North $00^{\circ}20'08''$ West a distance of 350.00 feet;

Thence North $89^{\circ}52'19''$ East a distance of 290.00 feet;

Thence South $27^{\circ}59'43''$ East a distance of 329.37 feet;

Thence South $06^{\circ}20'00''$ East a distance of 355.00 feet;

Thence South $00^{\circ}28'48''$ East a distance of 319.65 feet to a point on the North right-of-way line of Plantation Terrace;

Thence along said North right-of-way line the following 6 courses:

Thence South $89^{\circ}50'34''$ West a distance of 9.29 feet;

Thence on a curve to the right having a radius of 190.00 feet (said curve having a chord which bears North $64^{\circ}28'07''$ West, a chord distance of 164.73 feet) an arc distance of 170.38 feet;

Thence North $38^{\circ}46'45''$ West a distance of 69.78 feet;

Thence on a curve to the left having a radius of 190.00 feet, (said curve having a chord which bears North 64°27'15" West,) a chord distance of 164.63 feet, an arc distance of 170.28 feet;

Thence South 89°52'19" West a distance of 31.79 feet;

Thence North 86°19'08" West a distance of 6.24 feet;

Thence North 00°34'12" West a distance of 168.52 feet;

Thence North 24°39'56" West a distance of 146.85 feet;

Thence North 00°07'41" West a distance of 114.08 feet;

Thence South 89°52'11" West a distance of 32.99 feet to the Point of Beginning.

**LEGAL DESCRIPTION PREPARED BY LICENSED, PROFESSIONAL SURVEYOR BOB MANLEY
PLS #1584.**

CERTIFICATE OF BONDED ABTRACTOR
(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
) §:
COUNTY OF CANADIAN)

The undersigned bonded abstractor in and for Canadian County, State of Oklahoma, does hereby certify that the following Ownership is true and correct according to the current year's tax rolls in the office of the County Treasurer of Canadian County, Oklahoma, as updated by the records of the County Clerk of Canadian County, Oklahoma; that the owners, as reflected by said records, are based on the last conveyance or final decree of record of certain properties located within 300 feet in all directions of the following described land:

A tract of land situated in the Southwest Quarter (SW/4) Northwest Quarter (NW/4) of Section Twenty-seven (27), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, being described as follows:

COMMENCING at the Southwest corner of the NW/4 of said Section 27;

THENCE North 00°20'08" West, along the West section line, a distance of 984.12 feet; THENCE North 89°52'19" East a distance of 250.00 feet to the POINT OF BEGINNING;

THENCE North 00°20'08" West a distance of 350.00 feet;

THENCE North 89°52'19" East a distance of 290.00 feet;

THENCE South 27°59'43" East a distance of 329.37 feet;

THENCE South 06°20'00" East a distance of 355.00 feet;

THENCE South 00°28'48" East a distance of 319.65 feet to a point on the North right-of-way line of Plantation Terrace;

Thence along said North right-of-way line the following 6 courses:

THENCE South 89°50'34" West a distance of 9.29 feet;

THENCE on a curve to the right having a radius of 190.00 feet (said curve having a chord which bears North 64°28'07" West, a chord distance of 164.73 feet) an arc distance of 170.38 feet;

THENCE North 38°46'45" West a distance of 69.78 feet;

THENCE on a curve to the left having a radius of 190.00 feet (said curve having a chord which bears North 64°27'15" West, a chord distance of 164.63 feet) an arc distance of 170.28 feet;

THENCE South 89°52'19" West a distance of 31.79 feet;

THENCE North 86°19'08" West a distance of 6.24 feet;

THENCE North 00°34'12" West a distance of 168.52 feet;

THENCE North 24°39'56" West a distance of 146.85 feet;

THENCE North 00°07'41" West a distance of 114.08 feet;

THENCE South 89°52'11" West a distance of 32.99 feet to the POINT OF BEGINNING

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (3), both inclusive.

SURFACE OWNERSHIP LIST**ORDER NO. 2361942**DATE PREPARED: October 24, 2018
EFFECTIVE DATE: October 17, 2018

OWNER	LOT	BLK	ADDITION OR STR
Laurel Springs, L.L.C. 8501 S. Walker Oklahoma City, OK 73139			Pt. NW/4 27-11N-5W (A-20 on map) SUBJECT PROPERTY
Savannah Lakes Property Owners Association P.O. Box 648 Mustang, OK 73064			Pt. NW/4 27-11N-5W (A-17 and A-19 on map) & Common Area "A" SAVANNAH LAKES 2 ND ADDITION
Donna R Burger 235 E. Plantation Terrace Mustang, OK 73064			Pt. NW/4 27-11N-5W (A-18 on map)
Terry Alford & Shelley Alford 34596 Sandy Rock Rd. Tecumseh, OK 74873			Pt. NW/4 27-11N-5W (A-15 on map)
First Baptist church of Mustang, Inc. 928 N. Mustang Rd. Mustang, OK 73064			Pt. NW/4 27-11N-5W (A-40, A-25, and A-2 on map)
Peachtree Mustang, LP %Robert Crout 1452 N. Mustang Rd. Mustang, OK 73064			Pt. NW/4 27-11N-5W (A-6 on map)
Mustang Health Associates, LLC 1100 N. Mustang Rd, Mustang, OK 73064			Pt. NW/4 27-11N-5W (A-11 on map)
Kristi Cobb & Roy Cobb P. O. Box 1428 Mustang, OK 73064			Pt. NW/4 27-11N-5W (A-7 on map)
Safe & Secure Mini-Storage, LLC P.O. Box 6775 Edmond, OK 73083			Pt. NW/4 27-11N-5W (A-10, A-27, A-26, and A-21 on map)
Kate T. To 11841 SW 3 rd Terrace Yukon, OK 73099			Pt. NW/4 27-11N-5W (A-28 on map)
YNB, Inc P.O. Box 850186 Yukon, OK 73085			Pt. NW/4 27-11N-5W (A-34 on map)
Crout Development CO P.O. Box 250 Mustang, OK 73064			Pt. NW/4 27-11N-5W (A-9 on map)

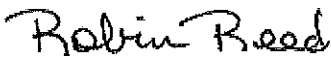
Danny T Atchley & Donna G Atchley 985 N. Savannah Terrace Mustang, OK 73064	1	1	SAVANNAH LAKES ADDITION
Kenneth Duane Schlup, Trustee of the Kenneth Duane Schlup Revocable Trust, dated February 13, 1995 1005 N. Savannah Terrace Mustang, OK 73064	2	1	SAVANNAH LAKES ADDITION
The Mary E Baird Marital Trust 1009 N. Savannah Terrace Mustang, OK 73064	3	1	SAVANNAH LAKES ADDITION
Steven Danley & Tabitha Danley 7700 S. County Line Rd. Oklahoma City, OK 73169	4	1	SAVANNAH LAKES ADDITION
Jayson Dedman & Megan L. Dedman 1109 N. Savannah Terrace Mustang, OK 73064	5	1	SAVANNAH LAKES ADDITION
Stephen G. Frost, Living Trust dated June 21, 1994, as amended and restated 1305 N. Savannah Terrace Mustang, OK 73064	13	2	SAVANNAH LAKES 2 nd ADDITION
Steven Rexroad 1301 N. Savannah Terrace Mustang, OK 73064	14	2	SAVANNAH LAKES 2 nd ADDITION
Jarrold S Council & Jennifer A Council 1217 N. Savannah Terrace Mustang, OK 73064	15	2	SAVANNAH LAKES 2 nd ADDITION
Mohammad Siddiki & Bilkis Siddiki 1213 N. Savannah Terrace Mustang, OK 73064	16	2	SAVANNAH LAKES 2 nd ADDITION
Cindy K Huston & Marta L. Bacon 1209 N. Savannah Terrace Mustang, OK 73064	17	2	SAVANNAH LAKES 2 nd ADDITION
Gregory Bailey 1205 N. Savannah Terrace Mustang, OK 73064	18	2	SAVANNAH LAKES 2 nd ADDITION
Gregory S. Bailey & Victoria M Bailey 1205 N. Savannah Terrace Mustang, OK 73064	19	2	SAVANNAH LAKES 2 nd ADDITION
Kevin Kurtz & Stephany Kurtz 1121 N. Savannah Terrace Mustang, OK 73064	20	2	SAVANNAH LAKES 2 nd ADDITION
Joel Vandruff & Shanna Vandruff 1117 N. Savannah Terrace Mustang, OK 73064	21	2	SAVANNAH LAKES 2 nd ADDITION

Ralph J Cury & Carolyn Guest Cury, Co -Trustees of the Ralph J Cury Revocable Trust, dated October 29, 2008 1113 N. Savannah Terrace Mustang, OK 73064	22	2	SAVANNAH LAKES 2 nd ADDITION
City of Mustang 135 N. Mustang Rd. Mustang, OK 73064			Pt. NW/4 27-11N-5W (A-8 on map) & Pt. NE/4 28-11N-5W (A-2 on map)
City of Mustang Office of City Clerk 1501 N. Mustang Rd. Mustang, OK 73064			Streets and Easements in Subject area but not set out above.

NOTICE TO CUSTOMERS: This report is released with the understanding that the information is strictly confidential. This report contains information from public land records only and is not to be construed as an abstract of title, opinion of title, title commitment, title insurance policy, or environmental research report. As used herein, the term "public land records" means those land records which under the recording laws of the applicable state, impart constructive notice to the third parties with respect to recorded, unreleased or record instruments memorializing legal interests in real estate. The company suggests that you contact your attorney for matters of a legal nature or legal opinion. We have exercised due care and diligence in preparing this report, however, the Abstractor does not guarantee validity of the title and acceptance of this report by the Company or person(s) for whom this report is made, constitutes agreement and confirmation of the limitation of this report.

Dated: October 17, 2018 at 7:30 AM

First American Title Insurance Company

By: 

Robin Reed

Abstractor License No. 4746

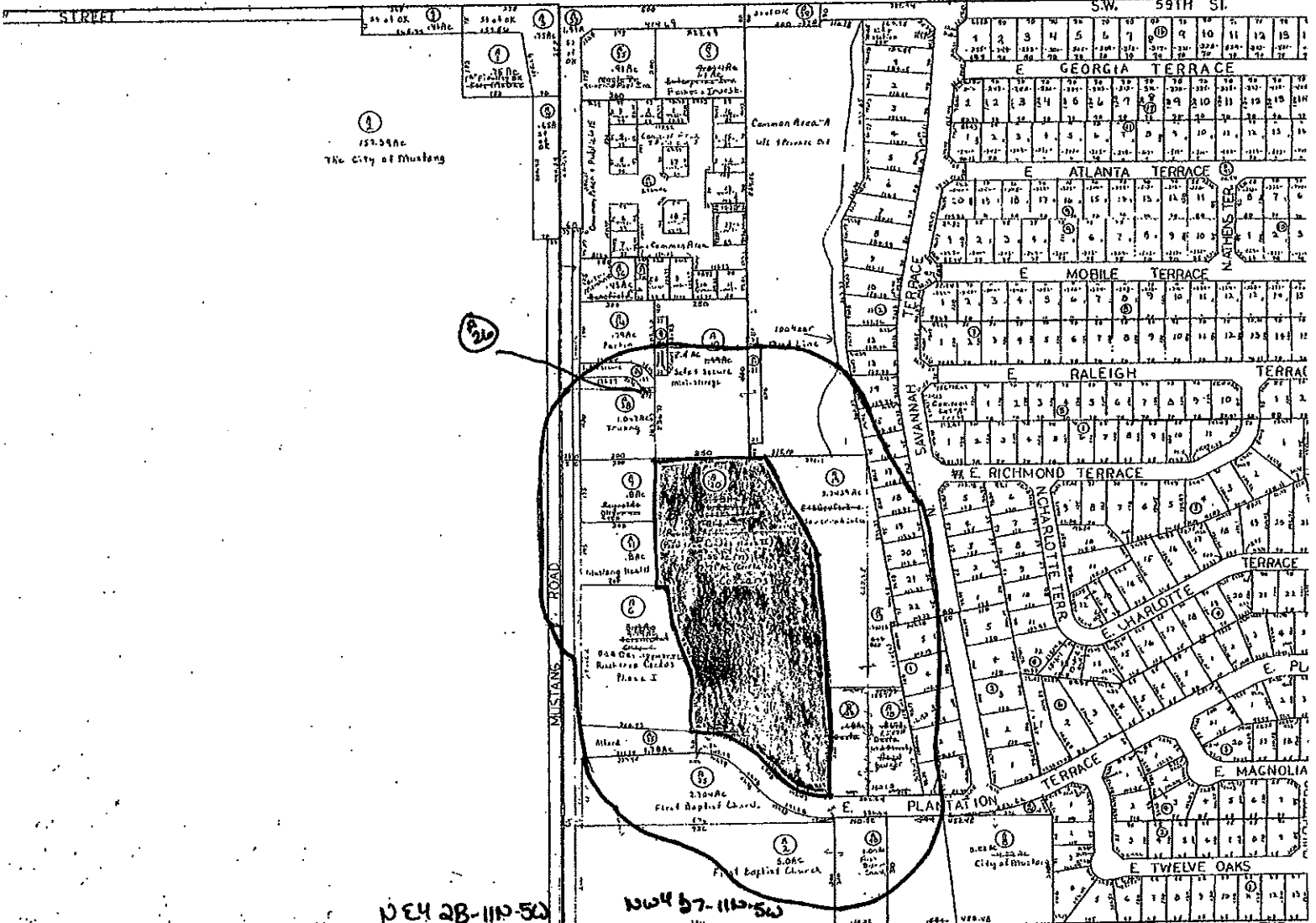
OAB Certificate of Authority # 0058

File No. 2361942-WA99

SAVANNAH LAKES 2ND ADDN

2000

BKD PG 276 - City of Mustang



NE 4 28-110-50

NW 4 27-110-50

N 1/4 : SECTION 27 T 11 N : R 5 W CANADIAN COUNTY, OKLA. THE CANADIAN

**PUBLIC HEARING NOTICE OF THE
MUSTANG PLANNING COMMISSION**

On Tuesday, December 11, 2018, beginning at 7:00 p.m. in the Council Chambers at Mustang City Hall located at 1501 N Mustang Road, Mustang, OK 73064, a Public Hearing will be conducted on the following:

NOTICE OF REDISTRICTING

CURRENTLY ZONED: R-4 PUD, Multiple Family District Planned Unit Development
REQUESTED ZONING: R-4 and C-2 PUD, Multiple Family and Commercial Neighborhood District Planned Unit Development

APPLICATION BY: Ron Walters Homes
PROPERTY OWNER: Laurel Springs LLC

GENERAL VICINITY OF PROPERTY: NW/4 Section 27, T-11-N, R-5-W

LEGAL DESCRIPTION OF COMPLETE PROPERTY FOR REZONING:

A tract of land situated in the Southwest Quarter (SW/4) Northwest Quarter (NW/4) of Section Twenty-seven (27), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, being described as follows: COMMENCING at the Southwest corner of the NW/4 of said Section 27; THENCE North 00°20'08" West, along the West section line, a distance of 989.12 feet; THENCE North 89°52'19" East a distance of 250.00 feet to the POINT OF BEGINNING; THENCE North 00°20'08" West a distance of 350.00 feet; THENCE North 89°52'19" East a distance of 290.00 feet; THENCE South 27°59'43" East a distance of 329.37 feet; THENCE South 06°20'00" East a distance of 355.00 feet; THENCE South 00°28'48" East a distance of 319.65 feet to a point on the North right-of-way line of Plantation Terrace; Thence along said North right-of-way line the following 6 courses: THENCE South 89°50'34" West a distance of 9.29 feet; THENCE on a curve to the right having a radius of 190.00', (said curve having a chord which bears North 64°28'07" West, a chord distance of 164.73',) an arc distance of 170.38'; THENCE North 38°46'45" West a distance of 69.78 feet; THENCE on a curve to the left having a radius of 190.00', (said curve having a chord which bears North 64°27'15" West, a chord distance of 164.63', an arc distance of 170.28'; THENCE South 89°52'19" West a distance of 31.79 feet; THENCE North 86°19'08" West a distance of 6.24 feet; THENCE North 00°34'12" West a distance of 168.52 feet; THENCE North 24°39'56" West a distance of 146.85 feet; THENCE North 00°07'41" West a distance of 114.08 feet; THENCE South 89°52'11" West a distance of 32.99 feet to the POINT OF BEGINNING. Said tract of land contains an area of 335,739 square feet or 7.71 acres, more or less.

As an interested property owner your comments are invited at the public hearing for or against the request. You may file a written petition and offer oral argument and evidence for or against granting the request.

Please feel free to call the Community Development Department at 376-9873 between 8:00 a.m. and 5:00 p.m. to make inquiries about the application.

Morgan Shepard, City Planner

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. H-4
2. MEETING DATE: January 2, 2019
3. TITLE: Wrecker Designation Rotation System
4. COUNCIL ACTION: Adopt Resolution 19-026
5. INITIATOR: Citizen/Business Initiated
6. BACKGROUND: The City of Mustang has a Wrecker Rotation System that was established by Resolution No. 16-021 on December 1, 2015. Among several different requirement listed within the referenced resolution, the wrecker service provider is required to have an office and storage facility within one mile of the city limits of Mustang.

At the December 4, 2018 City Council meeting, Mr. Randy Nelson of Lanes Towing requested the City Council to review the one mile requirement contained within Resolution No. 16-021.

As directed by the City Council, staff met with Mr. Nelson and the owner of Lanes Towing on December 6, 2018 to discuss their request. Lanes Towing had recently purchased land for an impound yard outside of the one mile spacing requirement which would have precluded them from remaining in the above described wrecker rotation.

Staff reviewed the request with Chief Groseclose and reviewed potentially extending the one mile requirement to a three mile limit. It would appear at this time it would not add any additional wrecker services to the rotation schedule by changing the limit from one mile to three miles. However, please note, that if an additional wrecker service were to locate an office and storage facility within three miles of the Mustang city limits in the future and go through the necessary steps to be added to the wrecker rotation schedule, they would not be precluded from doing so.

Resolution No. 19-026, attached for your information and review, changes the one mile requirement to three miles.

7. FINANCIAL IMPACT: None
8. STAFF COMMENTS: None
9. STAFF SOURCE: Timothy Rooney, City Manager
10. RESOLUTION / ORDINANCE: Resolution No. 19-026
11. ATTACHMENTS: Resolution No. 19-026

RESOLUTION NO.: 19-026

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

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

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

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

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

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

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

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

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

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

1. The wrecker service provider shall maintain a current wrecker license issued by the Oklahoma Department of Public Safety and all licensing requirements in current status;

2. The wrecker service provider shall maintain an office and a storage facility located in the limits of the City of Mustang, or within one mile of the city limits of the City of Mustang, that are located within areas properly zoned for such office and storage;

3. The wrecker service provider shall comply with the terms of this Resolution and with the provisions of the Mustang Code or Ordinances, including but not limited to Chapter 114, Article IX, Impoundment of Vehicles;

4. The wrecker service provider shall maintain a safe and secure storage facility to protect stored vehicles;

5. The wrecker service provider shall provide service 24 hours per day, each and every day, and every call for a wrecker shall be answered promptly;

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED this ____ day of January, 2019.

THE CITY OF MUSTANG, OKLAHOMA

By: _____
MAYOR

ATTEST:

CITY CLERK

Approved as to form this ____ day of January, 2019.

CITY ATTORNEY

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. H-5
2. MEETING DATE: January 2, 2019
3. TITLE: Acceptance of Fitness Passport Service Agreement with OptumHealth Care Solutions
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Jean Heasley, Assistant Parks and Recreation Director
6. BACKGROUND: United Healthcare members are eligible to receive a pre-determined monthly membership rates to the Recreation Center when they enroll in the Fitness Passport program. OptumHealth Care will reimburse the City of Mustang this pre-determined amount for each member.
7. FINANCIAL IMPACT: Reimbursement of membership fees for Optum Fitness Passport members
8. STAFF COMMENTS: Recommend Approval
9. STAFF SOURCE: Jean Heasley, Assistant Parks and Recreation Director
10. RESOLUTION / ORDINANCE NO.

FITNESS PASSPORT SERVICE AGREEMENT

This Fitness Passport Service Agreement (this "Agreement") is entered into on September 27, 2018 (the "Effective Date"), by and between OptumHealth Care Solutions, LLC, including its affiliates ("Optum") and City of Mustang ("Network"). For purposes of this Agreement, Network and Optum shall collectively be referred to herein as the "Parties" and individually as a "Party".

WHEREAS, Network wishes to become part of the Optum Fitness Passport Network comprised of facilities that provide services to support the Fitness Passport Program to customers of Optum; and

WHEREAS, Optum provides its customers and related Members access to the Fitness Passport Program (as further described in Appendix A); and

WHEREAS, Optum and Network wish to enter into this Agreement so that Optum customers and related Members may access the Fitness Passport Program and its associated benefits.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Except as otherwise specifically indicated, the following terms shall have the following meanings in this Agreement (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

Activation ID: A unique system-generated number assigned by Optum and used by both Parties to identify a Member who enrolls in the Fitness Passport Program.

Activation Letter: A letter, which displays the Activation ID that Members print off and present to a Participating Network Facility to enroll in the Fitness Passport Program.

Fitness Passport Program: A program sponsored by Optum as described in Appendix A herein.

Eligible Member: A benefit holder or a benefit holder's spouse enrolled in a qualifying health plan that may or may not be a member of a Participating Network Facility and is not enrolled in the Fitness Passport Program.

Member: A benefit holder or a benefit holder's spouse enrolled in a qualifying health plan that is enrolled in the Fitness Passport Program and is a member of a Participating Network Facility.

Participating Network Facility: A Network facility including its branches contracted under this Agreement to provide services to Members under the Fitness Passport Program as outlined in Appendix A herein.

Network Facility Reimbursement: The payment for which Optum has agreed to distribute to Network for each Member who meets or exceeds the established Fitness Passport Program visit requirements as defined by Optum in Appendix A.

Network Services: Those services available at the Participating Network Facility that are available to regular members, and are subject to Network adopted rules and regulations.

ARTICLE 2 TERM AND TERMINATION

2.1 Term. The initial term of this Agreement shall begin on the Effective Date and shall continue for a period of twelve (12) months ("Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless sooner terminated in accordance with Section 2.2 of this Agreement.

2.2 Termination. This Agreement may be terminated by any of the following:

- a) After the Initial Term, during any Renewal Term thereafter, either Party may terminate this Agreement at any time by giving a minimum one hundred twenty (120) day written notice to the other Party;
- b) By either Party upon mutual written agreement; or
- c) If either Party breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after written notice is given by the non-breaching Party, the Agreement shall terminate at the end of the thirty (30) day period.

Notwithstanding the above, this Agreement shall terminate immediately upon delivery to the other Party of written notice of termination on the occurrence of one of the following:

- a) Bankruptcy, insolvency or the dissolution of either Party;
- b) Assignment of this Agreement by either Party without the permission of the other Party; or
- c) The loss of any license, qualification, authorization, accreditation or certification required for a Party to perform its duties under this Agreement.

Each Party agrees to notify the other Party in writing not later than five (5) business days after the occurrence of any of the events referred to immediately above.

2.3 Effect of Termination: Upon termination of this Agreement, each Party shall immediately cease using the other Party's name, symbol or logo ("Mark"), including but not limited to uses of the Mark authorized by this Agreement. Notwithstanding, the obligation to pay Network Facility Reimbursement to Network by Optum shall survive Termination for 120 days after the termination date.

2.4 Ongoing Obligations. Termination shall not affect either Party's liability for any obligations incurred by such Party prior to the effective date of termination.

ARTICLE 3 OBLIGATIONS OF NETWORK

3.1 Access to, Fulfillment of, and Membership Fees for the Fitness Passport Program. Each Participating Network Facility shall provide all Members with access to the Participating Network Facility and all regular Network services, during the hours of operation as advertised by the Participating Network Facility to include, if applicable, an orientation to the Participating Network Facility and the equipment. In connection with participating in the Fitness Passport Program, each Participating Network Facility will provide Members with membership to their facility at the rate set forth in Appendix A.

3.2 Acknowledgement. Network acknowledges that Optum is not a payer of services nor an insurer with respect to any services provided by the Network as part of this Agreement.

3.3 Compliance with Applicable Laws. Both Parties shall comply with all applicable local, state and federal laws. Network shall also obtain and maintain any and all licenses required to fulfill its duties and obligations under this Agreement.

3.4 Cooperation with Optum. Both Parties agree Network shall be the first point of contact for Members and Eligible Members and shall assume all service responsibility with respect to Member participation in the Fitness Passport Program, unless the Member contacts Optum first, in which case that Member will be re-directed to the Network. In the event of an escalated issue whereby Optum's assistance is required for resolution, Optum agrees to cooperate with Network in handling any complaints or inquiries from Members or Eligible Members regarding the Fitness Passport Program.

3.5 Account Management. Network will assign an account management team to cooperate with Optum with implementation of the Fitness Passport Program.

ARTICLE 4 OBLIGATIONS OF OPTUM

4.1 Payment to Network. Optum shall pay Network the Network Facility Reimbursement set forth in Appendix A for each eligible Member that meets or exceeds the Fitness Passport Program's monthly visit requirement. Payment details for the Network Facility Reimbursement are set forth in Appendix A.

4.2 Hold Harmless. Network understands that Members are responsible for paying Participating Network Facilities the membership dues and/or associated fees. Optum shall not be responsible or liable for any membership dues and/or associated fees that a Member fails to pay to a Participating Network Facility.

4.3 Promotion of Services. Optum shall promote the Fitness Passport Program to Eligible Members through the Optum Web site, marketing and sales brochures, and other distribution channels designated by Optum, including but not limited to telephone and email communications. Optum shall be responsible for the design and production of any such materials and the design and maintenance of the Optum Web site.

ARTICLE 5 CONFIDENTIALITY

5.1 Information. Each Party acknowledges that in the course of performing under this Agreement, it may learn confidential, trade secret, or proprietary information concerning the other Party or third parties to whom the other Party has an obligation of confidentiality. Each Party shall protect and shall not disclose the other's proprietary information, including but not limited to, trade secrets, lists of Activation IDs and Participating Network Facilities, Member information, reimbursement amounts, and patented, trademarked, trade-named, service-marked, and copyrighted material or other property belonging to it or to a third party to whom it has an obligation of confidentiality ("Confidential Information").

5.2 Protection of Confidential Information. Each Party agrees that during the term of this Agreement: (a) it will use such Confidential Information only as permitted by this Agreement or as otherwise permitted in writing, (b) it will not disclose such Confidential Information orally or in writing to any third party without the prior written consent of the other Party, (c) it will take at least those precautions to protect the other's Confidential Information as it takes to protect its own similar information, and (d) it will

not otherwise use such Confidential Information for its own purposes or that of any other person or entity. A Party may disclose Confidential Information if required by law, legal process, or court order, in which case the disclosing Party shall notify the other Party sufficiently in advance of the disclosure, as allowed by law and to the extent permitted by the circumstances, to permit intervention at its option. The obligations stated in this Section shall survive termination of this Agreement for so long either Party has access to the other's Confidential Information.

5.3 Privacy. Each Party agrees to be bound by any applicable state and federal rules and regulations concerning the privacy and security of Member information.

5.4 Trademarks, Logos and Copyrighted Materials.

Network hereby acknowledges that Optum and its affiliates may, from time to time during the term of this Agreement, provide Network with marketing, promotional or other advertising materials intended for use in connection with the promotion of the Program (such materials together with all content, trademarks, trade names, and/or logos of Optum and its affiliates, the "Optum Marketing Materials"). Optum hereby grants to Network a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display the Optum Marketing Materials during the term of this Agreement without modification solely in connection with the promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect and Network shall immediately cease its use and display of the Optum Marketing Materials. All uses of the Optum Marketing Materials, other than as expressly provided herein, shall be subject to Optum's prior approval. Optum hereby represents and warrants to Network that it has the right to grant the license as set forth in this paragraph. Except as expressly set forth in this Agreement, Network obtains no other rights in or to the Optum Marketing Materials and Optum and its respective affiliates reserve all rights

Network hereby grants to Optum and its affiliates a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display Network's name and logo (collectively, the "Network Marks") during the term of this Agreement solely in connection with the administration and promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect. Network hereby represents and warrants to Optum that it has the right to grant the license as set forth in this paragraph.

**ARTICLE 6
DISPUTE RESOLUTION**

In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the Parties first met to discuss it, and either Party wishes to further pursue resolution of the dispute, that Party shall refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one (1) year after the date one Party first gave written notice of the dispute to the other Party. A single mediator engaged in the practice of law, who is knowledgeable as to the subject matter relevant to the dispute, shall conduct the mediation under the then current rules of the AAA. The mediation shall be held in a mutually agreeable site. Nothing herein is included to prevent either Party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction.

ARTICLE 7 RESPONSIBILITY FOR DAMAGES AND INDEMNIFICATION

7.1 Responsibility for Damages. Each Party shall be responsible for any and all damages, claims, liabilities, or judgments it incurs that arise as a result of its own acts or omissions. Any costs for damages, claims, liabilities, or judgments incurred at any time by one Party as a result of the other Party's negligence or intentional wrongdoing shall be paid for or reimbursed by the other Party.

Except for claims indemnified hereunder and to the extent allowed by law, or breaches of provisions related to confidentiality of information provided, in no event shall either Party be liable to the other for incidental, consequential, economic, special, or lost profit damages, even if such Party has been advised of the possibility of such damages. Consequential damages include, but are not limited to, lost profits, lost revenues, and lost business opportunities, whether or not the other Party was or should have been aware of the possibility of these damages.

7.2 Indemnification. To the extent allowed by law, the Parties shall each indemnify and hold the other harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the other incurs, including reasonable attorneys' fees ("Damages"), which arise out of the indemnifying Party's: (i) breach of this Agreement; (ii), negligence or willful misconduct.

7.3 Indemnification Procedures. Promptly, upon becoming aware of any matter which is subject to the provisions of Article 7 (a "Claim"), the Party seeking indemnification (the "Indemnified Party") must give notice of the Claim to the other Party (the "Indemnifying Party"), accompanied by a copy of any written documentation regarding the Claim received by the Indemnified Party.

The Indemnifying Party will, at its option, settle or defend, at its own expense and with its own counsel, the Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of the Claim, with its own counsel and at its own expense; but the Indemnifying Party will have the right to control the settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The Parties will cooperate in the settlement or defense and give each other full access to all relevant information.

If the Indemnifying Party: (i) fails to notify the Indemnified Party of the Indemnifying Party's intent to take any action within 30 days after receipt of a notice of a Claim; or (ii) fails to proceed in good faith with the prompt resolution of the Claim, the Indemnified Party, with prior written notice to the Indemnifying Party and without waiving any rights to indemnification, including reimbursement of reasonable attorney's fees and legal costs, may defend or settle the Claim without the prior written consent of the Indemnifying Party. To the extent allowed by law, the Indemnifying Party will reimburse the Indemnified Party on demand for all Damages incurred by the Indemnified Party in defending or settling the Claim.

ARTICLE 8 MISCELLANEOUS

8.1 Entire Agreement. This Agreement, exhibits and attachments constitute the entire understanding between the Parties and supersedes all proposals, communications and agreements between the Parties relating to its subject matter.

8.2 Independent Contractors. The Parties' relationship to each other is that of independent contractors. No Party shall be deemed to be, or hold itself out as, a partner, agent, employee or joint venture partner of any other Party. No Party will represent that it has any authority to assume or create any obligation,

express or implied, on behalf of the other Party, or to represent any other Party as an agent, employee or in any other capacity.

8.3 Insurance. Each Party, at its sole cost and expense, shall procure and maintain in full force and effect for the term of this Agreement and after its termination for so long as the services are provided to Members pursuant to this Agreement, adequate commercial general liability insurance coverage, including but not limited to contractual liability insurance coverage, with limits that are reasonable and customary for its business to cover liabilities and claims which may arise in relation to or in connection with providing such Party's respective services under this Agreement, but in no event less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

8.4 Certificate of Insurance. Network and Optum agree to 1) provide the other, within ten (10) business days of a written request, with a Certificate of Insurance with respect to all liability insurance required under this Agreement, and 2) maintain the foregoing policy or policies of insurance without material change or cancellation except upon thirty (30) days written notice to the other Party.

8.5 Right to Audit. Optum shall have the right to review or to appoint an independent third party auditor to review the files and materials used by Network for the purpose of auditing compliance by Network with the Access & Performance Minimums set forth in Section 1 of Appendix B. Optum may exercise such right of audit during normal business hours upon five (5) business days prior written notice to Network. Network shall cooperate with Optum's auditor in the performance of any audit. Optum shall be solely responsible for the cost of the audit.

8.6 Assignment. Except as provided in this Section, neither party may assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld. Network and Optum acknowledge that persons and entities under contract with or affiliated with them may perform certain services under this Agreement. Network acknowledges that assignment by Optum of all or any of its rights and responsibilities under this Agreement to any affiliate shall not require Network's prior written consent.

8.7 Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their successors and assigns.

8.8 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Oklahoma

8.9 Amendments. No amendments, modifications, or additions to this Agreement shall be valid unless made in writing and signed by both the Network and Optum.

8.10 Invalidity of Sections of Agreement. If any portions of this Agreement shall, for any reason, be invalid or unenforceable such portions shall be ineffective only to the extent of such invalidity or unenforceability and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect.

8.11 Survival. The terms and conditions of this Agreement, which by their express or implied terms, survive the termination of this Agreement, shall survive the termination of this Agreement.

8.12 Notices. Any notice, demand, or communication required under this Agreement shall be hand delivered or sent by commercial overnight delivery service, or if mailed, by pre-paid, first class mail to the addresses below. The addresses to which notices are sent may be changed by proper notice.

Notice to Optum:
OptumHealth Care Solutions, LLC
Attn: Contracts Administration
11000 Optum Circle
Eden Prairie, MN 55344

Notice to Network:
City of Mustang
1501 N Mustang Road
Mustang, OK 73064

8.13 Counterparts. This Agreement may be executed by electronic signatures or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is executed by the parties' authorized officers or representatives and shall be effective as of the Effective Date.

OptumHealth Care Solutions, LLC
11000 Optum Circle
Eden Prairie, MN 55344

City of Mustang
1501 N Mustang Road
Mustang, OK 73064

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

Internal Control No.: 00549908.0

Appendix A

Fitness Passport Program Fees and Description of Services

- I. **Fitness Passport Program Description:** The Optum Fitness Passport Program provides eligible Members with pre- determined monthly membership rates to Participating Networks when they enroll in the Fitness Passport Program. The Optum Fitness Passport Program also reimburses Participating Networks a pre-determined amount when Members meet the established program criteria as defined by Optum.
- II. **Network Reimbursement Fees:** In connection with participating in the Fitness Passport Program, Optum will reimburse Network for each participating Member a pre-determined amount each calendar month, when the Member meets the program criteria as defined by Optum below:

Member Participation Requirement	Network Reimbursement amount paid by Optum
Member visits Participating Network Facility during calendar month (1 or more visits)	\$20.00 per Member per calendar month

III. **Description of Services:**

1. **Network Responsibilities.**

Network shall be responsible for:

- a) Participating Network Facility Membership Fees: In connection with participating in the Fitness Passport Program, Participating Network Facilities shall waive any and all enrollment and membership fees for those Members that enroll in the Fitness Passport Program. Members who have existing memberships with Participating Network Facilities or other gyms, either directly or through a third party, do not need to terminate their existing membership contract. Network will need to enroll the eligible Member in the Fitness Passport Program in order to be eligible for reimbursement.
- b) Network will reasonably cooperate with Optum to create Fitness Passport Program communication and promotional materials for Optum to send to Optum's clients, Members or Eligible Members.
- c) Maintaining a Web site that provides Participating Network Facilities locations including Network branches by zip code as well as a list of amenities and services, hours of operation and other information for each Participating Network Facility including branches. Network shall allow Optum to link to this site for purposes of providing information to Eligible Members and Members.

- d) By the seventh day of each month or the next business day if the seventh day of the month falls on a weekend or holiday, the Network or Optum's designated third party will deliver to Optum, in a mutually agreed upon file format, a file containing the usage data for the prior month for every Member in the Fitness Passport Program, regardless of how many times they visited the Network each month (from zero visits to 12 or more visits per month). Network is responsible for ensuring the submitted usage data is accurate. A maximum of one (1) visit per calendar day can be counted towards a Member's monthly visit total to Network. Only those records that have been reported within two (2) months from the end of the reported month will be evaluated for possible Network Facility Reimbursement. For example, at the conclusion of the month of April, the Network has two calendar months to report a Member's April visit count for purposes of calculating a possible Network Facility Reimbursement.
- e) Upon receipt of Fitness Passport Program utilization information on a monthly basis from Optum, on or before the first day of the month following the data submission or the next business day if the first day of the month falls on a weekend or holiday, Optum or Optum's designated third party will direct the Network Facility Reimbursement into Network's designated account via EFT.
In the event that data processing errors are found, these errors can be corrected in the next month's payment cycle.
- f) Assisting to resolve questions, complaints or grievances related to a Member's participation in the Fitness Passport Program and to notify Optum via e-mail correspondence of all unresolved Member disputes and/or grievances that require the involvement of Optum.
- g) Additional administrative and support services as described herein.

2. Optum Responsibilities.

Optum shall be responsible for:

- a) Communicating program overview to Members pursuant to Section 4.3 of the Agreement.
- b) Making reasonable efforts to notify Optum's Eligible Members of Fitness Passport Program enrollment guidelines and processes.
- c) Posting updated facilities as a Participating Network Facility directory on the Optum Web site pursuant to Section 4.3 of the Agreement when available.
- d) Upon receipt of Member Fitness Passport Program utilization information on a monthly basis from Network or Optum's designed third party, Optum will verify the eligibility of Members listed on the monthly Member usage file and indicate which Activation IDs meet eligibility requirements for Network Facility Reimbursement to Network. Optum will designate with an error code any records which are ineligible for any such payments.
- e) By the twenty-third day of each month or the next business day if the twenty-third day of the month falls on a weekend or holiday, Optum will upload to the specified FTP site the eligibility verification file containing the payment amount of Network Facility Reimbursement to be reimbursed to Network. In addition, by the twenty-third day of the month Optum will send a payment via electronic funds transfer ("EFT") to Optum's designated third party equal to the total amount of Network Facility Reimbursement to Network for the prior month.

f) Additional administrative and support services as described herein.

g) Optum will ensure that, in all applicable agreements, Members authorize Network to provide to Optum the information concerning Member's membership and use of the Participating Network required to be provided under this Agreement. .

3. Additional Fitness Passport Program Guidelines.

- a) Details of Fitness Passport Program Member benefits are available upon request and may be changed from time to time at the sole discretion of Optum. Optum shall use reasonable commercial efforts to notify Participating Network Facilities thirty (30) days prior to such changes.
- b) The Network Facility Reimbursement period for Network is for each calendar month, not the fifteenth of the month to the fifteenth of the following month or based upon the date when the individual joins the Fitness Passport Program. A Member who signs up for the Fitness Passport Program will enable Network to be eligible to earn an Network Facility Reimbursement payment from Optum in the month he or she enrolls. For example, if the Member enrolls in the Fitness Passport Program on January 5, Network may earn the Network Facility Reimbursement if the Member meets their monthly attendance requirement at a Network on or after January 1 through the end of January.

Appendix B

Fitness Passport Program Performance Standards

Network and Optum accept the minimum performance standards set forth below.

Section 1 Minimum Standards

1.1 Customer Service: Participating Network Facilities and Optum shall work together to resolve all Member complaints and grievances in a timely manner. Network will make best efforts to achieve the Customer Service Deliverables listed in Table 1 below:

TABLE 1 - Customer Service	
Service Level Deliverables	Timeframe
E-mails and written inquiries to and from Participating Network Facilities and Optum	Response within two (2) business days
Member complaint and/or grievance resolution	Network must notify Optum in a timely manner of any disputes or other grievances involving Members and work to resolve ninety-five percent (95%) of such disputes within seven (7) business

1.2 Data and Payment Processing Schedule: Network, Optum and Optum's designated third parties, if applicable will use the following schedule set forth in Table 2 below for processing data and sending payment:

TABLE 2 - Data and Payment Processing (per Appendix		
Network or Optum's designated third party to upload usage file to Optum's FTP site *	Optum to upload eligibility verification file to Optum's third party designated FTP site	Optum or Optum's designated third party to transmit the Network Facility Reimbursement to Network's designated account
By the seventh day of the month or the next business day if the seventh day of the month falls on a weekend or holiday, following the month of usage	By the twenty-third day of the month or the next business day if the twenty-third day of the month falls on a weekend or holiday, following the month of usage	By the first day of the month or the next business day if the first day of the month falls on a weekend or holiday, following the exchange of data
Example: February 7 for January usage	Example: February 23 for January usage	Example: March 1 for January usage and February data exchange

* Member's monthly usage reports are to be reported to Optum's designated third party by the fifth day of the month.

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: H-6

2. MEETING DATE: January 2, 2019

3. TITLE: Acceptance of bids and awarding lowest qualified bidder bid for project labeled S. Mustang Road Widening and Reconstruction Project

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Justin Battles, Assistant City Manager

6. BACKGROUND:

The City of Mustang and EST Engineering published a notice to bidders for project labeled S. Mustang Road Widening and Reconstruction Project. This projects includes widening S. Mustang Road to three lanes and reconstructing the original road south from Highway 152 to Carson Drive. A total of 4 bids were received and are listed below.

Company:

Silver Star Construction
A-Tec Paving
MTZ Construction
TJ Campbell Construction

Base bid:

\$2,986,025.17
\$2,626,970.79
\$2,524,120.77
\$2,269,647.01

7. FINANCIAL IMPACT: None/ Contract approval

8. STAFF'S COMMENTS: Staff recommends accepting all qualified bids and awarding to the lowest qualified bidder. A recommendation letter from EST Engineering has been included with recommendation to award to TJ Campbell Construction.

9. STAFF SOURCE: Justin Battles, Assistant City Manager

December 13, 2018

Justin Battles
Assistant City Manager
City of Mustang
1501 N. Mustang Road
Mustang, Oklahoma 73064

Re: S. Mustang Road Roadway Widening and Reconstruction Project

Dear Mr. Battles:

EST has reviewed the bids received for the above referenced project. Silver Star Construction Co., Inc., A-Tech Paving, MTZ Construction Inc., and TJ Campbell Construction Co. submitted bids for this project. After review of the bids from both companies, the following summary of review and recommendations is provided.

TJ Campbell Construction Co., the low bidder, submitted a total bid for \$2,269,647.01. The information provided in the sealed bid was reviewed and is summarized herein. TJ Campbell has worked on similar projects for 40 years, they have 150 employees, and they have provided planned equipment for this project.

The following bidding documents were provided in the sealed bid: Bid Bond in the amount of 5%, Qualification Statement of Bidders, Qualification Statement of Bidder's Surety, Contractor's Performance Record, Bid Proposal, Bid Form, Addendum #1, Preliminary Contract, Bid Affidavits, Status-Verification System Affidavit, and the Certificate of Nondiscrimination. Their Bid Form and Bid Proposal are free of any errors.

The references provided by TJ Campbell Construction were contacted. All references that responded provided favorable feedback. Respondents included an existing customer and material suppliers. The customer stated they are by and large pleased with TJ Campbell's work. They are in good standing with their suppliers.

Silver Star Construction, the fourth lowest bidder, submitted a total bid of \$2,986,025.17. The information provided in the sealed bid was reviewed and is summarized herein. Bid Bond in the amount of 5%, Qualification Statement of Bidders, Qualification Statement of Bidder's Surety, Contractor's

EST, Inc.

Performance Record, Bid Proposal, Bid Form, Addendum #1, Bid Affidavits, Status-Verification System Affidavit, and the Certificate of Nondiscrimination.

The Silver Star Construction references were contacted and provided feedback. All contacted references provided positive comments about Silver Star. The submitted bid documents are free of any errors.

A-Tech Paving, the third lowest bidder, submitted a total bid of \$2,626, 970.79. The information provided in the sealed bid was reviewed and is summarized herein. Bid Bond in the amount of 5%, Qualification Statement of Bidders, Contractor's Performance Record, Bid Proposal, Bid Form, Addendum #1, Bid Affidavits, Status-Verification System Affidavit, and the Certificate of Nondiscrimination.

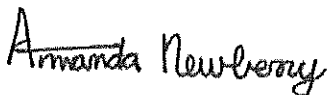
A-Tech Paving references were contacted, and all responding references provided positive feedback. One supplier has been working with A-Tech Paving since 2009, and stated that they are good business partners. A-Tech Paving is missing the Qualification Statement of Bidder's Surety. Other than this, the submitted bid documents are complete.

MTZ Construction, the second lowest bidder, submitted a total bid of \$2,524,120.77. The information provided in the sealed bid was reviewed and is summarized herein. Bid Bond in the amount of 5%, Qualification Statement of Bidders, Qualification Statement of Bidder's Surety, Contractor's Performance Record, Bid Proposal, Bid Form, Addendum #1, Bid Affidavits, Status-Verification System Affidavit, and the Certificate of Nondiscrimination.

The references provided by MTZ construction were contacted and verified within the last 60 days for a different project. The results of this verification are included here. MTZ received very favorable recommendations from all the references we contacted. Jesse Beck with Ponca City stated that MTZ has just completed one contract for the City and had another wrapping up. He also added that the projects with MTZ have gone better than they could have imagined and were or will be completed well ahead of schedule. The submitted bid documents are complete and in the proper form.

EST recommends The City of Mustang award the contract to TJ Campbell Construction Company, the lowest bidder. Should you have any questions, please contact us at (405) 815-3600.

Sincerely,



Amanda Newberry, P.E.
Project Manager, EST, Inc.

8848	WING BARRICADES	SD	1468.00	\$0.75	\$1,101.00	\$1.05	\$1,541.40	\$1.25	\$1,835.00	\$0.45	\$695.00	\$0.50	\$734.00
880(C)	8860 (SP) WARNING LIGHTS (TYPE A)	SD	7468.00	\$0.40	\$2,987.20	\$0.11	\$821.48	\$0.12	\$898.16	\$0.35	\$2,613.80	\$0.35	\$2,613.80
880(F)	8878 (SP) DELUS	SD	12120.00	\$0.25	\$3,030.00	\$0.20	\$2,424.00	\$0.25	\$3,030.00	\$0.30	\$3,636.00	\$0.30	\$3,636.00
0001 TRAFFIC SIGNING AND STRIPING													
8805(D)	8756 (PL) REMOVE AND RESET EXISTING SIGNS	EA	4.00	\$225.00	\$890.00								
8807(A)	8810 SHEET ALUMINUM SIGNS	SF	231.00	\$22.50	\$5,197.50	\$19.00	\$4,386.00	\$22.50	\$5,197.50	\$28.25	\$6,525.75	\$35.00	\$8,085.00
881(C)	8327 12"X12" SQUARE TUBE POST	LF	448.00	\$8.00	\$3,584.00	\$8.35	\$3,738.80	\$7.50	\$3,360.00	\$8.25	\$3,693.00	\$7.00	\$3,135.00
885(A)	8312 TRAFFIC STRIPE (PLASTIC) (4" WIDE)	LF	10382.00	\$1.00	\$10,382.00	\$0.75	\$7,786.50	\$0.80	\$8,305.60	\$0.50	\$5,191.00	\$0.80	\$8,305.60
885(A)	8314 TRAFFIC STRIPE (PLASTIC) (6" WIDE)	LF	698.00	\$2.10	\$1,465.80	\$2.80	\$1,954.40	\$1.50	\$1,047.00	\$0.70	\$486.60	\$0.80	\$694.40
885(A)	8323 TRAFFIC STRIPE (PLASTIC) (24" WIDE)	LF	104.00	\$86.00	\$8,944.00	\$65.35	\$6,814.60	\$7.50	\$780.00	\$3.25	\$338.00	\$3.50	\$367.50
885(B)	8313 TRAFFIC STRIPE (PLASTIC) (ARROWS)	EA	18.00	\$150.00	\$2,700.00	\$79.15	\$1,424.70	\$84.00	\$1,512.00	\$197.00	\$3,546.00	\$225.00	\$4,095.00
885(B)	8324 TRAFFIC STRIPE (PLASTIC) (SYMBOLS)	EA	1.00	\$650.00	\$650.00	\$791.50	\$791.50	\$925.00	\$840.00	\$1,925.00	\$1,725.00	\$1,725.00	\$1,725.00
885(A)	8530 TRAFFIC STRIPE (MULTI-POLY) (4" WIDE)	LF	893.00	\$2.60	\$2,321.80	\$2.10	\$1,875.30	\$2.50	\$2,225.00	\$2.25	\$2,006.25	\$2.50	\$2,225.00
885(A)	8540 TRAFFIC STRIPE (MULTI-POLY) (6" WIDE)	LF	108.00	\$3.00	\$324.00	\$4.20	\$453.60	\$5.00	\$540.00	\$2.55	\$275.40	\$3.00	\$324.00
885(A)	8555 TRAFFIC STRIPE (MULTI-POLY) (24" WIDE)	LF	120.00	\$9.00	\$1,080.00	\$10.65	\$1,278.00	\$12.50	\$1,500.00	\$8.25	\$990.00	\$7.00	\$840.00
885(B)	8525 TRAFFIC STRIPE (MULTI-POLY) (SYMBOLS, VW)	EA	1.00	\$215.00	\$215.00	\$211.10	\$211.10	\$250.00	\$250.00	\$355.00	\$355.00	\$405.00	\$405.00
887(F)	8005 PAVEMENT MARKING REMOVAL (TRAFFIC STRIPE)	EA	1064.00	\$1.00	\$1,064.00	\$1.05	\$1,117.20	\$1.25	\$1,330.00	\$3.25	\$3,468.00	\$3.50	\$3,724.00
887(F)	8007 PAVEMENT MARKING REMOVAL (ARROWS)	EA	2.00	\$60.00	\$120.00	\$26.40	\$52.80	\$31.25	\$62.50	\$65.50	\$131.00	\$75.00	\$150.00
887(F)	8008 PAVEMENT MARKING REMOVAL (WORDS)	EA	1.00	\$40.00	\$40.00	\$26.40	\$26.40	\$31.25	\$31.25	\$75.00	\$75.00	\$75.00	\$75.00
0002 CONSTRUCTION STAKING													
642(B)	0095 CONSTRUCTION STAKING (LEVEL II)	LSUM	1.00	\$25,300.00	\$25,300.00	\$45,000.00	\$45,000.00	\$25,000.00	\$25,000.00	\$25,150.00	\$25,150.00	\$20,500.00	\$20,500.00
0040 CONSTRUCTION													
220	2800 SWEEP DOCUMENTATION AND MANAGEMENT	LSUM	1.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$3,250.00	\$3,250.00	\$3,700.00	\$3,700.00	\$2,000.00	\$2,000.00
641	1389 MOBILIZATION	LSUM	1.00	\$150,000.00	\$150,000.00	\$140,000.00	\$140,000.00	\$125,000.00	\$125,000.00	\$85,000.00	\$85,000.00	\$55,000.00	\$55,000.00
TOTAL BASE BID					\$2,637,214.35		\$2,586,025.17		\$2,626,970.79		\$2,524,120.77		\$2,289,647.01

I hereby certify that this is a true and correct tabulation of the bids received for this project:

Amanda Newberry

Amanda Newberry, P.E.
EST, Inc.

APPROVED

City of Mustang

ADDENDUM NO. 1
CITY OF MUSTANG
S. Mustang Rd. Widening and Reconstruction

Acknowledgement

The undersigned acknowledges receipt of this Addendum No. 1 and will include the revised bid form in any bid submission.

T.J. CAMPBELL CONSTRUCTION CO.

Bidder

By

A handwritten signature in black ink, appearing to read "David Owen III", is written over a horizontal line.

Date: 11-27-18

BID PROPOSAL

PLACE: Mustang, Oklahoma

DATE: 12-06-18

PROJECT: S. Mustang Road Roadway
Widening and Reconstruction Project

Proposal of T.J. CAMPBELL CONSTRUCTION CO.

(hereinafter called "BIDDER") a corporation/a partnership/and individual (strike out inapplicable terms) doing business in the State of OKLAHOMA.

To: The City Council, City of Mustang, Oklahoma

Council members:

The undersigned, as the Bidder, declares that before preparing his bid, he read carefully the notice to bidders, instructions to bidders, contract requirements, special provisions, bid proposal, bid proposal form, contract, and the specifications, examined the form of the Contract and the several bonds and the information blanks to be submitted, and that he is familiar with all the provisions of the same and with all the requirements of the complete Contract to be entered into, and the necessary bonds to be executed; that he has carefully examined the specifications for the proposed work on file with the City Clerk that he has visited the site of the work, has examined carefully all local conditions, has informed himself by his independent research and soundings of all the difficulties to be encountered, has judged for himself of the accessibility of the work, and the quantities and character of the materials to be encountered or excavated and all attending circumstances affecting the cost of doing the work and the time required for its completion and that this bid is made with full knowledge of the difficulties that may be encountered and the kinds, quantity, and quality of the plant work, and materials required or to be encountered, and with full knowledge of all specifications and estimated and all provisions of the Contract and bonds, gained by the independent research of the Bidder.

Said Bidder proposes and agrees that if his proposal is accepted, he will enter into a Contract with the City of Mustang, within ten (10) days after the acceptance of his bid, for the furnishing of all necessary machinery, equipment, tools, labor, and materials of construction and to perform all work necessary to erect, construct and install the structure and appurtenances complete in place in the manner and under conditions required by the Contract and by the specifications therefore, on file in the Office of the City Clerk, Mustang, Oklahoma, for the following amounts of:

Total Base Bid: TWO MILLION, TWO HUNDRED SIXTY-NINE THOUSAND, SIX HUNDRED FORTY-SEVEN AND 01/100 Dollars (\$ 2,269,647.01)
(In words)

The Contractor hereby agrees to commence work within thirty (30) days following issuance of a written NOTICE-TO-PROCEED from the Engineer and to complete same within 360 consecutive calendar days.

If partnership, give name
and address of each member.

Signed: T.J. CAMPBELL CONSTRUCTION CO.

(Contractor)

By: Arlen Halvorson President

(Agent)

Address: P.O. BOX 3788 EDMOND, OK 73083

Incorporated under the laws of

OKLAHOMA

(State)

STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA)

ARLEN HALVORSON

lawful age, being first duly sworn, upon his oath deposes and says:
That he executed the accompanying bid on behalf of the Bidder therein named for the construction of the above improvement in the City of Mustang, Oklahoma, and that he had lawful authority to do so and said Bidder has not directly nor indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such bid or bids, the paying to anyone any money for promotion out to any Bidder or Bidders or other persons of any part of the Contract or any part of the subject matter the bid or bids of the profits thereof, and that he has not and will not divulge the sealed bid on such public improvements to any persons whatsoever, except those having partnership or other financial interest with him in said bid or bids, until after the said sealed bid or bids are opened.

SIGNED: Arlen Halvorson

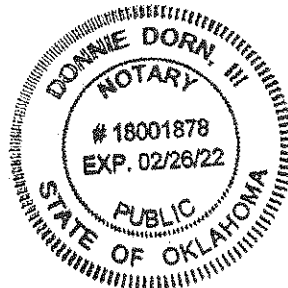
Subscribed and sworn to before me, a Notary Public, in and for the State of OKLAHOMA, County of
this 6TH day of DECEMBER, 2018.

Donnie Dorn

Notary Public

My Commission Expires:

2-26-22



Revisions		
	Revised Pay Items	11-16-18

BID FORM
S. Mustang Road Roadway Widening and Reconstruction Project

0100 Roadway

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u> <u>(NUMERALS)</u>	<u>QUANTITY</u>	<u>TOTAL PRICE</u>
201(A) 0102	CLEARING AND GRUBBING	LSUM	4,500.00	1.00	4,500.00
202(A) 0183	UNCLASSIFIED EXCAVATION	CY	8.85	10,853.00	96,049.05
202(D) 0184	UNCLASSIFIED BORROW	CY	12.00	733.00	8,796.00
205(A) 4229	TYPE A-SALVAGED TOPSOIL	LSUM	12,500.00	1.00	12,500.00
221(C) 2801	TEMPORARY SILT FENCE	LF	2.75	447.00	1,229.25
221(D) 2803	TEMPORARY SEDIMENT FILTER	EA	300.00	35.00	10,500.00
221(F) 0100	TEMPORARY SILT DIKE	LF	7.00	196.00	1,372.00
230(A) 2806	SOLID SLAB SODDING	SY	3.00	10,278.00	30,834.00
233(A) 2817	VEGETATIVE MULCHING	AC	5,800.00	2.12	12,296.00
241 2832	MOWING	AC	5,000.00	4.25	21,250.00
307(K) 4300	STABILIZED SUBGRADE	SY	4.94	19,695.00	97,293.30
402(E) 0225	TRAFFIC BOUND SURFACE COURSE TYPE E	TON	35.00	1,154.00	40,390.00
407(B) 0250	TACK COAT	GAL	3.50	1,320.00	4,620.00
408 5774	PRIME COAT	GAL	0.50	6,894.00	3,447.00
411(B) 5945	SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	78.00	3,962.00	309,036.00
411(C) 5955	SUPERPAVE, TYPE S4 (PG 70-28 OK)	TON	102.00	1,982.00	202,164.00
509(B) 0321	CLASS A CONCRETE	CY	400.00	27.50	11,000.00
509(D) 0325	CLASS C CONCRETE	CY	285.00	50.00	14,250.00
511(A) 0332	REINFORCING STEEL	LB	0.75	2,698.00	2,023.50
601(A) 0297	TYPE I PLAIN RIPRAP	TON	65.00	30.00	1,950.00
609(B) 1525	2'-8" COMB. CURB & GUTTER (6" BARRIER)	LF	17.50	7,282.00	7,350.00

Revisions		
	Revised Pay Items	11-16-18

0100 Roadway

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE (NUMERALS)	QUANTITY	TOTAL PRICE
610(A)	0602 4" CONCRETE SIDEWALK	SY	50.00	1,838.00	91,900.00
610(B)	0604 6" CONCRETE DRIVEWAY	SY	70.00	1,455.00	101,850.00
610(B)	5016 8" CONCRETE DRIVEWAY	SY	82.00	806.00	66,092.00
610(I)	4610 TACTILE WARNING DEVICE-NEW	SF	17.50	420.00	7,350.00
 611(A)	2657 MANHOLE (4' DIAMETER)	EA	1,600.00	4.00	6,400.00
 611(A)	2658 MANHOLE (5' DIAMETER)	EA	2,400.00	4.00	9,600.00
 611(B)	2680 ADD'L DEPTH IN MANHOLE (4' DIAMETER)	VF	500.00	2.00	1,000.00
 611(B)	2681 ADD'L DEPTH IN MANHOLE (5' DIAMETER)	VF	750.00	6.00	4,500.00
611(G)	5112 INLET CI DES. 2 (STD)	EA	2,400.00	4.00	9,600.00
611(G)	5113 INLET CI DES. 2 (B)	EA	3,000.00	3.00	9,000.00
611(G)	5115 INLET CI DES. 2 (D)	EA	4,000.00	3.00	12,000.00
611(G)	5117 INLET CI DES. 2 (2B)	EA	4,200.00	2.00	8,400.00
611(G)	5122 INLET CI DES. 3 (D)	EA	4,850.00	21.00	101,850.00
611(G)	5125 INLET CI DES. 3 (2D)	EA	4,200.00	2.00	8,400.00
611(G)	5704 INLET CDI RCP DES. 1	EA	2,500.00	3.00	7,500.00
611(H)	5305 ADD'L DEPTH IN INLET CI DES. 2 (D)	VF	675.00	2.00	1,350.00
611(H)	5325 ADD'L DEPTH IN INLET CI DES. 2	VF	650.00	13.00	8,450.00
611(H)	5330 ADD'L DEPTH IN INLET CI DES. 3	VF	650.00	25.00	16,250.00
611(H)	5789 ADD'L DEPTH IN INLET CDI RCP DES.1	VF	675.00	4.00	2,700.00
611(L)	0487 JUNCTION BOXES	CF	48.00	1,579.72	75,826.56
611(N)	3610 WELDED STEEL GRATE (36" SQ.)	EA	1,050.00	12.00	12,600.00
613(A)	0491 18" R.C. PIPE CLASS III	LF	60.00	590.00	35,400.00
613(A)	0492 24" R.C. PIPE CLASS III	LF	68.00	260.00	17,680.00

Revisions		
	Revised Pay Items	11-16-18

613(A) 0494 36" R.C. PIPE CLASS III	LF	<u>94.00</u>	810.00	<u>76,140.00</u>
613(A) 4500 58" X 36" R.C. PIPE ARCH CLASS A-III	LF	<u>190.00</u>	1,240.00	<u>235,600.00</u>

0100 Roadway

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE (NUMERALS)</u>	<u>QUANTITY</u>	<u>TOTAL PRICE</u>
613(B) 4527	21" X 15" CORR. GALV. STEEL PIPE ARCH	LF	<u>60.00</u>	149.00	<u>8,940.00</u>
613(B) 4528	28" X 20" CORR. GALV STEEL PIPE ARCH	LF	<u>64.00</u>	254.00	<u>16,256.00</u>
613(L) 4516	28" X 20" PREFAB. CULVERT END SECTION, ARCH	EA	<u>1,200.00</u>	10.00	<u>12,000.00</u>
613(L) 4546	58" X 36" PREFAB. CULVERT END SECTION, ARCH	EA	<u>4,000.00</u>	1.00	<u>4,000.00</u>
613(L) 4504	21" X 15" PREFAB. CULVERT END SECTION, ARCH	EA	<u>1,100.00</u>	8.00	<u>8,800.00</u>
619(A) 0920	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	<u>17,500.00</u>	1.00	<u>17,500.00</u>
619(B) 4728	REMOVAL OF ASPHALT PAVEMENT	SY	<u>2.80</u>	10,696.00	<u>29,948.80</u>
619(B) 4766	REMOVAL OF CONCRETE DRIVEWAY	SY	<u>6.50</u>	1,805.00	<u>11,732.50</u>
619(B) 4767	REMOVAL OF ASPHALT DRIVEWAY	SY	<u>4.25</u>	3,341.00	<u>14,199.25</u>
619(B) 4792	REMOVAL OF SIDEWALK	SY	<u>20.00</u>	439.00	<u>8,780.00</u>
629(E) 5048	REMOVE AND RESET MAILBOX	EA	<u>435.00</u>	38.00	<u>16,530.00</u>
SPECIAL	6" VAR. HEIGHT SLOT DRAIN	LF	<u>120.00</u>	332.00	<u>39,840.00</u>

0300 Traffic Control

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE (NUMERALS)</u>	<u>QUANTITY</u>	<u>TOTAL PRICE</u>
880(B) 8818	(SP) CONSTRUCTION SIGNS 0 TO 6.25 SF	SD	<u>0.10</u>	10,224.00	<u>1,022.40</u>

Revisions		
	Revised Pay Items	11-16-18

880(B) 8821 (SP) CONSTRUCTION SIGNS 6.25 TO
15.99 SF

SD 1.00 3,240.00 3,240.00

0300 Traffic Control

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE (NUMERALS)	QUANTITY	TOTAL PRICE
880(B) 8824	(SP) CONSTRUCTION SIGNS 16.00 TO 32.99 SF	SD	1.25	2,802.00	3,502.50
880(C) 8842	(SP) CONSTRUCTION BARRICADES (TYPE III)	SD	1.25	2,880.00	3,600.00
880(C) 8848	WING BARRICADES	SD	0.50	1,468.00	734.00
880(E) 8860	(SP) WARNING LIGHTS (TYPE A)	SD	0.35	7468.00	2,613.80
880(F) 8878	(SP) DRUMS	SD	0.30	12,120.00	3,636.00

0301 Traffic Signing and Striping

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE (NUMERALS)	QUANTITY	TOTAL PRICE
805(D) 8756	(PL) REMOVE AND RESET EXISTING SIGNS	EA	350.00	4.00	1,400.00
850(A) 8110	SHEET ALUMINUM SIGNS	SF	35.00	231.00	8,085.00
851(C) 8327	2 1/4" SQUARE TUBE POST	LF	7.00	448.00	3,136.00
855(A) 8812	TRAFFIC STRIPE (PLASTIC) (4" WIDE)	LF	0.60	10,382.00	6,229.20
855(A) 8814	TRAFFIC STRIPE (PLASTIC) (8" WIDE)	LF	0.80	698.00	558.40
855(A) 8825	TRAFFIC STRIPE (PLASTIC) (24" WIDE)	LF	3.50	104.00	364.00
855(B) 8818	TRAFFIC STRIPE (PLASTIC) (ARROWS)	EA	225.00	18.00	4,050.00
855(B) 8824	TRAFFIC STRIPE (PLASTIC) (SYMBOLS)	EA	1,725.00	1.00	1,725.00
856(A) 8530	TRAFFIC STRIPE (MULTI.-POLY.) (4" WIDE)	LF	2.50	933.00	2,332.50

Revisions	
 Revised Pay Items	11-16-18

0301 Traffic Signing and Striping

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE (NUMERALS)	QUANTITY	TOTAL PRICE
856(A) 8540	TRAFFIC STRIPE (MULTI.-POLY.) (8" WIDE)	LF	3.00	108.00	324.00
856(A) 8555	TRAFFIC STRIPE (MULTI.-POLY.) (24" WIDE)	LF	7.00	120.00	840.00
856(B) 8525	TRAFFIC STRIPE (MULTI.-POLY.) (SYMBOLS, WORDS, ETC.)	EA	405.00	1.00	405.00
857(F) 8006	PAVEMENT MARKING REMOVAL (TRAFFIC STRIPE)	LF	3.50	1,064.00	3,724.00
857(F) 8007	PAVEMENT MARKING REMOVAL (ARROWS)	EA	75.00	2.00	150.00
857(F) 8008	PAVEMENT MARKING REMOVAL (WORDS)	EA	75.00	1.00	75.00

0600 Construction Staking

642(B) 0096	CONSTRUCTION STAKING LEVEL II	LSUM	20,500.00	1.00	20,500.00
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0640 Construction

220 2800	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	2,000.00	1.00	2,000.00
641 1399	MOBILIZATION	LSUM	66,500.00	1.00	66,500.00

Total Base Bid \$ 2,269,647.01

Total Base Bid in words \$ TWO MILLION, TWO HUNDRED SIXTY-NINE THOUSAND, SIX HUNDRED FORTY-SEVEN AND 01/100

Name and Address of Responsible Bidder: T.J. CAMPBELL CONSTRUCTION CO.
P.O. BOX 3788
EDMOND, OK 73083

Contact Person: ARLEN HALVORSON Telephone No: (405) 672-6768 EXT. 277

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THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we T.J. Campbell Construction Company

6250 Industrial Blvd., Edmond, OK 73034

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of MA

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Mustang

1501 N. Mustang Rd., Mustang, OK 73064

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid

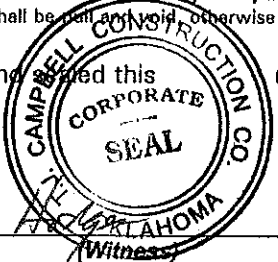
Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for

S. Mustang Road Widening and Reconstruction

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of December, 2018

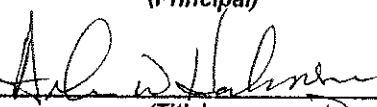


(Witness)

T.J. Campbell Construction Company

(Principal)

(Seal)

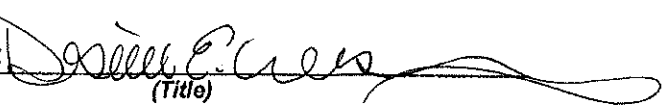
By: 
(Title)

President

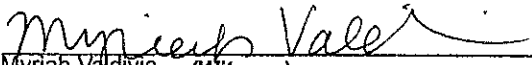
Liberty Mutual Insurance Company

(Surety)

(Seal)

By: 
(Title)

Desiree E. Westmoreland, Attorney-in-fact


Myriah Valdivia (Witness)



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

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

Certificate No: 8196835

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bret S. Burton, Tim H. Heffel, David B. McKinney, Todd Alan Rambo, Timothy C. Smith, Myriah A. Valdivia, Desiree E. Westmoreland

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of September, 2018.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 13th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of December, 2018



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

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

QUALIFICATION STATEMENT OF BIDDERS

SUBMITTED TO:

Engineering Department

Reviewed by: _____

Date

Date Received: _____

CONTRACTOR: T.J. CAMPBELL CONSTRUCTION CO.

CIRCLE ONE: Sole Proprietor Partnership Corporation Joint Venture

NAME: T.J. CAMPBELL CONSTRUCTION CO.

PARTNER: _____

ADDRESS: P.O. BOX 3788

ADDRESS: _____

CITY: EDMOND, OK 73083

CITY: _____

PHONE: (405) 672-6768

PHONE: _____

PRINCIPAL PLACE OF BUSINESS:

PRINCIPAL PLACE OF BUSINESS:

OKLAHOMA

OKLAHOMA

COUNTY

STATE

COUNTY

STATE

IF THE CONTRACTOR IS A CORPORATION, FILL OUT THE FOLLOWING:

STATE OF INCORPORATION: OKLAHOMA

LOCATION OF PRINCIPAL OFFICE: 6250 INDUSTRIAL BLVD. EDMOND, OK 73034

CONTACT PERSONS AT OFFICE: ARLEN HALVORSON

PERSON EXECUTING CONTRACTS ON BEHALF OF CORPORATION: _____

NAME: ARLEN HALVORSON

ADDRESS: 6250 INDUSTRIAL BLVD.

TITLE: PRESIDENT

EDMOND,

OKLAHOMA

73034

CITY

STATE

ZIP

PHONE: (405) 672-6768

NAMES OF OFFICERS: (IF APPLICABLE) Arden Halvorson President

LIST NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: 150

LIST ALL EQUIPMENT TO BE USED ON THIS PROJECT: (PLEASE USE ATTACHMENT)

NUMBER OF YEARS IN BUSINESS AS A GENERAL CONTRACTOR ON PROJECTS

SIMILAR TO THIS PROJECT: 40 YEARS

TYPE(S) OF WORK DONE: (CIRCLE)

Asphalt Paving

Storm Sewer

Water & Sanitary Sewer Lines

Concrete Paving

Earth Work

Steel Erection

Chip Seal

Misc. Concrete

Bridge Work

Painting

Channel Lining

Demolition

Fog Seal

Pump Stations

Landscaping Concrete

Structures: Inlets, Box Culverts, Junction Boxes, Manholes

Other:

COMMENTS:

GREATEST NUMBER OF THIS TYPE CONSTRUCTION CONTRACTS IN EXCESS OF \$500,000.00 UNDER CONSTRUCTION AT ONE TIME IN COMPANY'S HISTORY: 20

GREATEST NUMBER OF THIS TYPE CONSTRUCTION CONTRACTS IN EXCESS OF \$1,000,000.00 UNDER CONSTRUCTION AT ONE TIME IN COMPANY'S HISTORY: 15

APPROXIMATE AVERAGE OF DOLLAR VOLUME OF INCOMPLETE WORK OUTSTANDING UNDER CONTRACT AT ANY ONE TIME: \$21,800,00.00

A LIST OF RECENTLY COMPLETED PROJECTS OF THE TYPE OF WORK QUALIFYING FOR OR SIMILAR WORK, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT:

PROJECT: PR-13-13/14
OWNER/ENGINEER: CITY OF OKLAHOMA CITY
YEAR BUILT: 2015-2016 CONTRACT PRICE: \$1,678,976.25
CONTACT PERSON: JEDIDIAH MAYES PHONE: 405-297-2274

PROJECT: PR-10-15/16
OWNER/ENGINEER: CITY OF OKLAHOMA CITY
YEAR BUILT: 2016-2017 CONTRACT PRICE: \$1,418,665.15
CONTACT PERSON: BOB HANGER PHONE: 405-297-2040

PROJECT: PC-0350/WC-0819
OWNER/ENGINEER: CITY OF OKLAHOMA CITY
YEAR BUILT: 2016-2017 CONTRACT PRICE: \$2,437,557.50
CONTACT PERSON: _____ PHONE: _____

PROJECT: T-MC-118
OWNER/ENGINEER: OKLAHOMA TURNPIKE AUTHORITY
YEAR BUILT: 2015-2016 CONTRACT PRICE: \$7,425,637.05
CONTACT PERSON: ODOT PHONE: _____

PROJECT: DC-0187
OWNER/ENGINEER: CITY OF OKLAHOMA CITY
YEAR BUILT: 2016-2017 CONTRACT PRICE: \$7,179,526.20
CONTACT PERSON: _____ PHONE: _____

(USE ATTACHMENTS IF NECESSARY)

LIST INCOMPLETE PROJECTS, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT LISTED:

PROJECT: ODOT STP-155C(569)SS- SH-74
OWNER/ENGINEER: ODOT
YEAR BUILT: 2017/2018 CONTRACT PRICE: \$22,000,000.00
CONTACT PERSON: PHONE:

PROJECT: PC-0418/PC-0460
OWNER/ENGINEER: CITY OF OKC
YEAR BUILT: 2017/2018 CONTRACT PRICE: \$5,600,000.00
CONTACT PERSON: PHONE:

PROJECT: CEDAR RIDGE AT MORGAN CREEK SECTION 3
OWNER/ENGINEER: PRIVATE DEVELOPER
YEAR BUILT: 2018 CONTRACT PRICE: \$1,000,000.00
CONTACT PERSON: PHONE:

(USE ATTACHMENTS IF NECESSARY)

IF COMPANY IS UNDER NEW MANAGEMENT, PLEASE LIST NAMES OF STAFF AND QUALIFICATION AND/OR EXPERIENCE OF SAID PERSONS. (PLEASE USE ATTACHMENT.)

HAVE YOU OR ANY PRESENT PARTNER(S) OR OFFICER(S) FAILED TO COMPLETE A CONTRACT? NO IF SO, NAME OF OWNER AND/OR SURETY:
CONTACT PERSON: PHONE:
ARE THERE ANY UNSATISFIED DEMANDS UPON YOU AS TO YOUR ACCOUNTS PAYABLE? NO IF SO, GIVE NAMES, AMOUNTS, AND EXPLANATIONS:

BANK REFERENCE: Bank: UMB
Address: 1217 S. AGNEW
City: OKLAHOMA CITY State: OK Zip: 73108
Contact Person: Phone: 405-239-5828

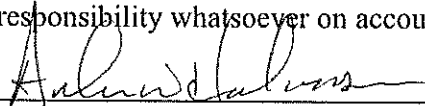
MUNICIPALITY REFERENCE: City: OKLAHOMA CITY
Contact Person: JOHN DOYLE Position: CONSTRUCTION MANAGER
Address: 420 W. MAIN SUITE 700 OKC, OK Phone: 405-297-3689

OTHER CREDIT REFERENCES:

Name: BUTTERLY CO., LTD
Address: P.O. BOX 82009 OKC, OK 73148
Phone: 405-235-1477

Name: MAXWELL SUPPLY
Address: P.O. BOX 83077 OKC, OK 73148
Phone: 405-943-3388

In compliance with Notice to Bidders for above mentioned types of projects, the undersigned is submitting the information as required with the understanding that the purpose is only to assist in determining the qualifications for this organization to perform the type and magnitude of work designated, and further, guarantee the truth and accuracy of all statements made, and will accept your determination of qualifications without prejudice. The surety herein named, any other bonding company, bank, sub-contractor, supplier, or any other person(s), firm(s) or corporation with whom I (we) have done business, or who have extended any credit to me (us) are hereby authorized to furnish you with any information you may request concerning performance on previous work and my (our) credit standing with any of them; and I (we) hereby release any and all such parties from any legal responsibility whatsoever on account of having furnished such information to you.

Signed:  Title: PRESIDENT
Company: T.J. CAMPBELL CONSTRUCTION CO. Date: 12-06-18

COPY TO LOCAL UNDERWRITING OFFICE OF PROPOSED SURETY

Name: IMA, INC. Phone: 316-267-9221
Address: 8200 E. 32ND ST. NORTH City: WICHITA State: KS

QUALIFICATION STATEMENT OF BIDDER'S SURETY

SUBMITTED TO: City of Mustang, OK

BIDDER: T.J. Campbell Construction Co.

ADDRESS: P.O. Box 15129, Oklahoma City, OK 73155

1. Has this surety furnished contract bonds on contracts now complete? Yes
2. Has this surety furnished contract bonds on contracts now incomplete? Yes
3. What is the maximum bonding capacity of this Contractor? \$50 Million
4. Is the current financial information on this Contractor satisfactory? Yes
5. Does information obtained indicate accounts are paid when due? Yes If not, give details: _____
6. Is it your opinion that the bidder has sufficient experience and financial resources to satisfactory perform the contract? Yes
7. Provided this bidder does not assume the commitments or that you do not acquire further information that in your opinion will materially affect the bidder's capacity to perform this contract, will you furnish the bonds as specified? Yes

REMARKS:

SURETY: Liberty Mutual Surety

SIGNED: *[Signature]*

BY: Bret S. Burton

TITLE: Attorney-in-Fact

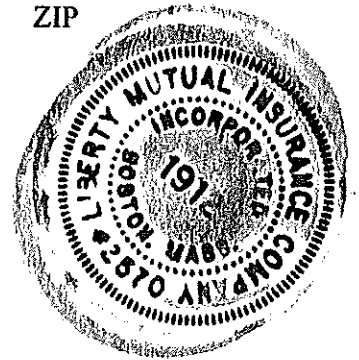
ADDRESS: Wichita, KS 67226

CITY

STATE

ZIP

(IN DUPLICATE)





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

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

Certificate No: 8196835

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bret S. Burton, Tim H. Heffel, David B. McKinney, Todd Alan Rambo, Timothy C. Smith, Myriah A. Valdivia, Desiree E. Westmoreland

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of September, 2018.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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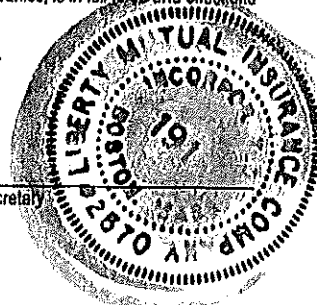
I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of December, 2018.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



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

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**CITY OF MUSTANG
CONTRACTOR'S PERFORMANCE RECORD**

S. MUSTANG ROAD ROADWAY WIDENING AND RECONSTRUCTION PROJECT

Submitted by T.J. CAMPBELL CONSTRUCTION CO.
 A Corporation
 A Co-partnership
 An Individual

Principal Office 6250 Industrial Blvd., Edmond, OK 73034 (405) 672-6768
 (Address & Phone)

The Signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. What projects has your organization now under way?

Value of Work Completed	Value of Work to Be Completed	Class of Work	Being Performed for Whom
\$14,000,000.00	\$8,000,000.00	HEAVY HIGHWAY	ODOT
\$2,500,000.00	\$3,500,000.00	ARTERIAL STREET RECONSTRUCTION	CITY OF OKC
\$0.00	\$2,200,000.00	RESIDENTIAL STREET RECONSTRUCTION	CITY OF OKC
\$4,500,000.00	\$1,500,000.00	PRIVATE DEVELOPMENT	PRIVATE OWNERS

2. What equipment do you propose to use on this contract?

Qty	Item	Description, Size, Capacity, Etc.	Year of Service	Present Location
2		KOMATSU 360 TRACKHOE	4	OKC
2		JOHN DEER 310 RUBBERTIRE BACKHOE	4	OKC
1		WIRTGEN 240 STABILIZER	1	OKC
1		CAT 1055F ASPHALT PAVER	3	OKC

CITY OF MUSTANG
CONTRACTORS PERFORMANCE RECORD (CONT.)

The Contractor is aware that the 2009 Oklahoma Department of Transportation Specifications, Section 108.01 states:

"The Department will not allow the Contractor to sublet, sell, assign, or otherwise dispose of the Contract, or any portion thereof, or any of the Contractor's rights, title, or interests therein without the written or electronic consent of the Director or his authorized representative. The Contractor shall perform at least 50 percent of the Contract amount, based on the Contract unit prices, using its own organization, unless the Contract allows a greater percentage."

Dated at 9:05 A.M., this 6TH day of DECEMBER, 20 18

By ARLEN HALVORSON

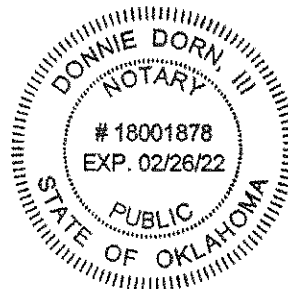
Title of Person Signing PRESIDENT

Name of Organization T.J. CAMPBELL CONSTRUCTION CO.

Subscribed and sworn to before me this 6TH day of DECEMBER, 20 18

Notary Public

My Commission Expires 2-26-22



CONTRACT

THIS CONTRACT AND AGREEMENT made and entered into this 6TH OF DECEMBER, 2018, between the City of Mustang (hereinafter called the "City"), and T.J. CAMPBELL CONSTRUCTION CO. acting as an independent contractor (hereinafter called the "Contractor").

WITNESSETH, That for and in consideration of the payment to be made as hereafter set forth, the Contractor hereby agrees to furnish all tools, equipment, materials, and labor to build and complete City of Mustang

PROJECT NO.: S. MUSTANG ROAD ROADWAY WIDENING AND RECONSTRUCTION PROJECT

COUNTY: CANADIAN

LENGTH: APPROXIMATELY 0.689 MILES

DESCRIPTION: ROADWAY WIDENING AND RECONSTRUCTION PROJECT

LOCATION: S. MUSTANG ROAD IN MUSTANG, OK

as shown on the plans to be built at the unit prices bid by said Contractor, for the respective estimated quantities aggregating approximately

in accordance with the plans on file with the City of Mustang at Mustang Municipal Building, Mustang, Oklahoma, designated as **PROJECT: S. MUSTANG ROAD ROADWAY WIDENING AND RECONSTRUCTION PROJECT**

and with the Oklahoma Department of Transportation Standard Specifications for Highway Construction, 2009 Edition and the current City of Mustang standard drawings, (the "Specifications"), with the Proposal filed with the City of Mustang on October 31, 2018 (the "Proposal"); each of which is made a part hereof as though copied in full herein; and with the Special Provisions attached hereto; and to the entire satisfaction of the City of Mustang.

It is agreed and understood between the parties hereto that the Contractor agrees to accept, and the City agrees to pay for the work at the price stipulated in the Proposal, such payment to be in lawful money of the United States and the payment shall be made at the time and in the manner set forth in the Specifications.

The City's cost of this project is estimated to be

The Contractor agrees, for the consideration above expressed, to begin work on the date designated by the Engineer. Time is of the essence of this Contract. The Contract time and rates of liquidated damages applicable to this Contract are set forth in contract provisions which are part of this Contract.

It is further agreed that the Contractor shall execute and file good and sufficient maintenance, performance, and statutory bond with the City of Mustang as required by law, and that said contractor shall comply with the Oklahoma Workmen's Compensation Law and shall file a Certificate of Workman's Compensation Insurance, then he shall file with the City of Mustang a copy of the order authorizing him to carry his own insurance.

In Witness Whereof, the Mayor, City of Mustang, or his authorized designee, pursuant to an award of contract made by or under the direction of the City of Mustang and pursuant to authority vested in him by the City of Mustang, has hereunto subscribed his name, and the said Contractor has properly executed the same.

Signed, sealed and delivered at Mustang, Oklahoma, the day and year first set forth.

Approved as to form: City of Mustang

General Counsel Date Mayor Date By: _____

City Clerk Date

By: [Signature]
An Individual - A Member of the Firm - Vice-President

[Signature]
Secretary of Corporation

ACKNOWLEDGEMENT

STATE OF OKLAHOMA }
 }SS.
COUNTY OF OKLAHOMA }

This instrument was acknowledged before me on DECEMBER 6TH, 2018

Notary Public [Signature]
18001878
EXP. 02/26/22
PUBLIC
STATE OF OKLAHOMA

(SEAL)

My commission expires: 2-26-22

BID AFFIDAVITS

The following affidavits are to accompany the bid:

A. Non-Collusion Affidavit

STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA)

ARLEN HALVORSON

, of lawful age, being first duly sworn on oath says that (s)he is the Agent authorized by the Bidder to submit the attached bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective Contract, of any other terms of said prospective Contract; or in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

SIGNED: Arlen Halvorson

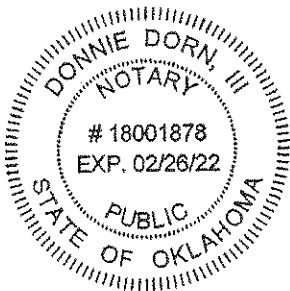
Subscribed and sworn to before me this 6TH day of DECEMBER, 2018.

Donnie Dorn III
Notary Public (or Clerk of Judge)

My Commission Expires:

2-26-22

(SEAL)



B. Business Relationships Affidavit

STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA)

ARLEN HALVORSON, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

NONE

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

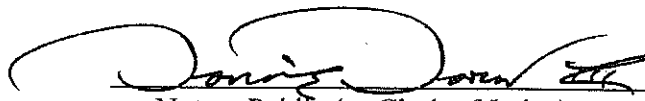
NONE

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

NONE

(If none of the business relationships hereinabove mentioned exist, Affiant should so state.)

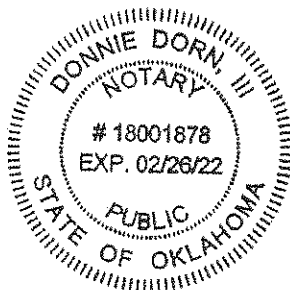
Subscribed and sworn to before me this 6TH day of DECEMBER, 2018.


Notary Public (or Clerk of Judge)

My Commission Expires:

2-26-22

(SEAL)



STATUS VERIFICATION SYSTEM AFFIDAVIT

S. MUSTANG ROAD ROADWAY WIDENING AND RECONSTRUCTION
PROJECT

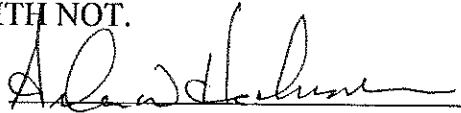
STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

I, ARLEN HALVORSON, of lawful age, and having been first duly sworn, on oath states:

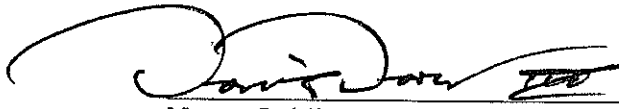
1. That I am the agent authorized by the Contractor to submit the attached contract to the State of Oklahoma. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and have been personally and directly involved in the procurement of this contract.
2. That the Contractor has registered and fully participates in the Status Verification System, as required by Title 25 O.S. § 1313(B)(1), to verify the work eligibility status of all new employees of the Contractor.

FURTHER AFFIANT SAITH NOT.

AFFIANT



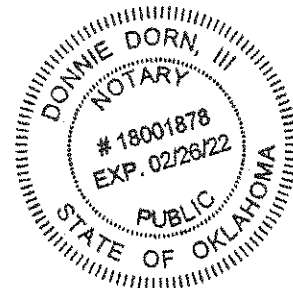
Subscribed and sworn before me this 6 day of DECEMBER, 2018.



Notary Public

My Commission Expires: 2-26-22

My Commission Number: 18001878

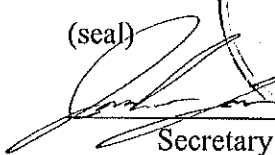


CERTIFICATE OF NONDISCRIMINATION

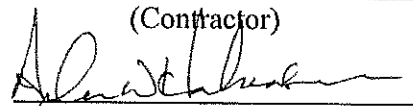
In connection with the performance of work under this contract, the Contractor agrees as follows:

- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Sub-Contractor shall agree to make this information to all employees and applicants for employment notices and to post in a conspicuous place where required by law.
- B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
- C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

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

(seal)

Secretary

T.J. CAMPBELL CONSTRUCTION CO.

(Contractor)

(Signature)

PRESIDENT

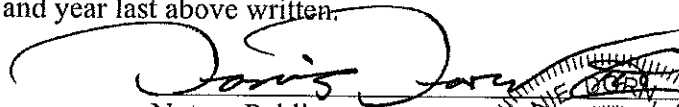
(Title)

STATE OF OKLAHOMA)

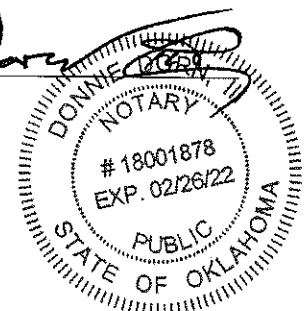
COUNTY OF OKLAHOMA)

On this 6TH day of DECEMBER, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared ARLEN HALVORSON, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its PRESIDENT and acknowledged to me that HE executed the same as HIS free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.


Notary Public

My Commission Expires: 2-26-22
My Commission No.: 18001878



SPECIFICATIONS

The Oklahoma Department of Transportation, Standard Specifications are incorporated herein as if fully set forth.

All applicable City of Mustang Standards shall be utilized in the construction of this project.

Materials for this project will be sales tax exempt.

MUSTANG IMPROVEMENT AUTHORITY
MUSTANG MUNICIPAL BUILDING
1501 N. MUSTANG ROAD
MUSTANG, OKLAHOMA 73064

JANUARY 2, 2019
7:00 P.M.

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. NEW BUSINESS

D. CONSENT AGENDA

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

1. Approval of **12/04/2018** MIA Minutes
- *2. Claims List for **FY 2019**
- *3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
- *4. Acknowledgement of **Receipt of DEQ Permit** No. WL000009180910, to Construct Water Lines for Mustang High School Performing Arts Center Project.
- *5. Acknowledgement of **Receipt of DEQ Permit** No. WL000009180830, to Construct Water Lines for Pine Canyon Addition.
- *6. Acknowledgement of **Receipt of DEQ Permit** No. SL000009180831, to Construct Sewer Lines for Pine Canyon Addition.

E. INFORMATION/REPORTS

1. Trustee Manager
2. Trustees

F. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Approval of Agreement between the City of Mustang Public Works Authority (MIA) and Oklahoma City Water Utilities Trust to Provide Wholesale Water Service.

G. ADJOURNMENT

Items Considered Concurrently on the City Council Agenda.

**MUSTANG IMPROVEMENT AUTHORITY
DECEMBER 4, 2018**

The Mustang Improvement Authority met in regular session on Tuesday, December 4, 2018, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Friday, November 30, 2018, at 9:45 a.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Chairman Schweinberg called the meeting to order at **9:02 p.m.**

B. ROLL CALL

Trustees Present: Pratt
Leete
Grider
Jones
McKenzie
Noblitt
Schweinberg

Trustees Absent: None

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **11/06/2018** MIA Minutes
- *2. Claims List for **FY 2019**
- *3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
- *4. Approval of **Schedule of Meetings** for City Council, Boards and Commissions, and Holidays for the City of Mustang/MIA for the Year 2019.

MOTION was made by **Trustee Grider**, seconded by **Chairman Schweinberg**, to approve Items D-1 through D-4 of the Consent Agenda.

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

NAY: None

E. INFORMATION/REPORTS

1. **Trustee Manager**
None.

2. **Trustees**
None.

F. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Acceptance of the Comprehensive Annual Financial Report and Report on Internal Control and Compliance with Government Auditing Standards for Fiscal Year ending June 30, 2018.

MOTION was made by **Councilman Grider**, seconded by **Councilman Noblitt**, to Accept the Comprehensive Annual Financial Report and Report on Internal Control and Compliance with Government Auditing Standards for Fiscal Year ending June 30, 2018.

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt, Schweinberg
NAY: None

- *2. **Discussion, Consideration and Possible Action** regarding:
- a. Acceptance of Bids for Project Labeled Rockwell Water Tank and County Line Tank Improvements.
 - b. Awarding Lowest Qualified Bid for Project Labeled Rockwell Water Tank and County Line Tank Improvements.

MOTION was made by **Councilman Noblitt**, seconded by **Councilman McKenzie**, to Accept all Bids for Project Labeled Rockwell Water Tank and County Line Tank Improvements.

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt, Schweinberg
NAY: None

MOTION was made by **Councilman Grider**, seconded by **Councilman Noblitt** to Award to the low bidder, Elite Towers, Inc., in the amount of \$1,348,236 for Project Labeled Rockwell Water Tank and County Line Tank Improvements.

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt, Schweinberg
NAY: None

- *3. **Discussion, Consideration and Possible Action** regarding:
- a. Acceptance of Bids for Project Labeled S. Mustang Road Storm Sewer Project – Phase I.
 - b. Awarding Lowest Qualified Bid for Project Labeled S. Mustang Road Storm Sewer Project – Phase I.

MOTION was made by **Councilman Noblitt**, seconded by **Councilman McKenzie**, to Accept all Bids for Project Labeled S. Mustang Road Storm Sewer Project – Phase I.

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt, Schweinberg
NAY: None

MOTION was made by **Councilman McKenzie**, seconded by **Councilman Noblitt** to Award to the low bidder, MTZ Construction, Inc., in the amount of \$118,416 for Project Labeled S. Mustang Road Storm Sewer Project – Phase I

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt, Schweinberg
NAY: None

- *4. **Discussion, Consideration and Possible Action** regarding Approval of Contract and Bonds for Project Labeled S. Mustang Road Storm Sewer Project – Phase I.

MOTION was made by **Councilman Grider**, seconded by **Councilman McKenzie** to Approve the Contract and Bonds for Project Labeled S. Mustang Road Storm Sewer Project – Phase I

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt, Schweinberg
NAY: None

G. ADJOURNMENT

MOTION was made by **Trustee Grider**, seconded by **Trustee Pratt**, to adjourn.

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt, Schweinberg
NAY: None

Meeting was adjourned at **9:05 p.m.**

Jess Schweinberg, Chairman

Attest:

Lisa Martin, Secretary

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68 GENERAL GOVERNMENT						
19-0518	01-A1067	AC-OWEN CONSTRUCTION	TOWN CENTER EXPANSION	12/2018	17-706-15	134,829.08
19-0664	01-C1191	CEC CORPORATION	CONSTRUCTION MATERIALS	12/2018	1701220316-000-11	650.00
DEPARTMENT TOTAL:						135,479.08
DEPARTMENT: 72 WATER						
19-0054	01-C0135	THE CITY OF OKLAHOMA CITY	WATER PURCHASE	12/2018	201812138990	57,121.32
19-0078	01-I0006	WATER HOLDINGS ACQUISITIONS	PUBLIC WORKS CONTRACTOR	12/2018	36304	95,955.41
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICES	12/2018	201812128982	8,699.68
19-0094	01-00055	OKLAHOMA GAS & ELECTRIC COMPANY	ELECTRIC SERVICES	12/2018	201812128980	18,043.11
DEPARTMENT TOTAL:						179,819.52
DEPARTMENT: 75 SEWER						
19-0051	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICE	12/2018	201812128978	512.18
19-0078	01-I0006	WATER HOLDINGS ACQUISITIONS	PUBLIC WORKS CONTRACTOR	12/2018	36304	53,974.91
19-0095	01-00010	ONE GAS, INC.	GAS SERVICE	12/2018	201812138991	108.04
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICES	12/2018	201812128982	892.00
19-0094	01-00055	OKLAHOMA GAS & ELECTRIC COMPANY	ELECTRIC SERVICES	12/2018	201812128980	1,832.68
19-0215	01-W0161	WYNN CONSTRUCTION CO., INC	WASTEWATER TREATMENT PLAN	12/2018	SIX	613,808.07
DEPARTMENT TOTAL:						671,127.88
FUND TOTAL:						986,426.48

FUND: 68 -- IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68		GENERAL GOVERNMENT				
19-0002	01-B0024	BANCFIRST	2009 OWRB LOAN PAYMENT	1/2019	201812269021	21,939.67
19-0003	01-B0024	BANCFIRST	2016 NOTE PAYMENT	1/2019	201812269022	98,377.91
19-0004	01-B0024	BANCFIRST	2017 NOTE PAYMENT	1/2019	201812269023	78,721.75
19-0006	01-B0024	BANCFIRST	2014B NOTE PAYMENT	1/2019	201812269024	94,935.41
19-0057	01-C0108	COWAN GROUP ENGINEERING, LLENGINEERING FEES		12/2018	3932A	499.00
19-0019	01-C0281	MIA - 4TH PENNY EXCESS 90% PENNY EXTENSION 90% EXCES		1/2019	201812269016	55,000.00
19-0008	01-G0030	GENERAL FUND	TRANSFER OPERATING FUNDS	1/2019	201812269049	245,000.00
19-0011	01-I0015	TYLER TECHNOLOGIES, INC	MONTHLY SUPPORT & HOST WE	1/2019	025-245344A	192.00
19-0015	01-L0045	LIMITED PURPOSE FUND	3RD PENNY EXCESS	1/2019	201812269012	125,000.00
19-0018	01-M0210	MUSTANG IMPROVEMENT AUTHORITRANSFER CIP FEE		1/2019	201812269015	40,000.00
19-0026	01-P0132	PERSONAL SERVICES FUND	PENNY EXTENSION 10% P.S.	1/2019	201812269017	30,000.00
19-0028	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2019	201812269027	8,335.00
19-0030	01-S0205	STREET IMPROVEMENT FUND	12.5% FRANCHISE FEE	1/2019	201812269019	15,000.00
19-0846	01-S0332	SMITH ROBERTS LAND SERVICESRIGHT-OF-WAY EASEMENT		12/2018	622-07	4,237.50
DEPARTMENT TOTAL:						817,238.24
DEPARTMENT: 72		WATER				
19-0057	01-C0108	COWAN GROUP ENGINEERING, LLENGINEERING FEES		12/2018	3932A	322.00
DEPARTMENT TOTAL:						322.00
DEPARTMENT: 75		SEWER				
19-0471	01-C0108	COWAN GROUP ENGINEERING, LLWWTP EXPANSION & MODIFICA		12/2018	3933	6,544.20
19-0294	01-M0188	MESHEK & ASSOCIATES	VIEW & CONTENT UPDATE	12/2018	5796	11,647.75
19-0095	01-O0010	ONE GAS, INC.	GAS SERVICE	12/2018	201812269041	208.62
19-0820	01-S1145	U CHANGE LOCKS INDUSTRIES	IMOTOR ACTIVATED GATE, SCA	12/2018	PINV000215	11,238.00
DEPARTMENT TOTAL:						29,638.57
DEPARTMENT: 78		SANITATION				
19-0724	01-O0121	OKLAHOMA ENVIRONMENTAL MANASANITATION SERVICES		12/2018	14175	87,306.00
DEPARTMENT TOTAL:						87,306.00
FUND TOTAL:						934,504.81

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FUND: 70 - MIA RESERVE

P U R C H A S E O R D E R C L A I M R E G I S T E R

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SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 70 ADMINISTRATION						
19-1093	01-Y0109	ALVIS J. YORK SR.	REPLACE WELL PUMP ON WELL	12/2018	21206	8,329.30
DEPARTMENT TOTAL:						8,329.30
FUND TOTAL:						8,329.30

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PURCHASE ORDER CLAIM REGISTER

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FUND: 98 - 2013 NOTE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		2013 NOTE PAYMENTS				
19-1151	01-L0045	LIMITED PURPOSE FUND	RESIDUAL FUNDS TO CLOSE	12/2018	201812269006	3,635.53
DEPARTMENT TOTAL:						3,635.53
FUND TOTAL:						3,635.53
GRAND TOTAL:						1,624,377.23