



Mustang City Council

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

Mustang City Council

MUSTANG CITY COUNCIL

Tuesday, February 4, 2025 – 7:00 PM

MUSTANG MUNICIPAL BUILDING

1501 N. MUSTANG ROAD

MUSTANG, OKLAHOMA 73064

A. **CALL TO ORDER**

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

C. **ROLL CALL**

D. **INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES**

E. **NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA**

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

F. **CONSENT AGENDA**

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

- F.1** Approval of 1/7/2025 City Council Minutes.

- F.2** Claims List for FY25.

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

- F.4** Approval of Resolution 25-017 Making Changes in the Rates for Parks and Recreation Facilities.

- F.5** Approval of Sports Facility Agreement between the City of Mustang and the Mustang Youth Soccer Association.

- F.6** Approval of Sports Facility Agreement between the City of Mustang and the Mustang Youth Softball Association.

- F.7** Approval of Sports Facility Agreement between the City of Mustang and the Mustang Youth Baseball Association.

- F.8** Approval of Sports Facility Agreement between the City of Mustang and the Mustang Football and Cheer Association.

G. INFORMATION/REPORTS

- G.1** City Manager Report

- G.2** City Council Reports

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

H. DISCUSSION ITEMS

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

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

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

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

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

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

I. MATTERS FOR EXECUTIVE SESSION

J. ADJOURNMENT

Note:

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



Mustang City Council Agenda Item Report

Meeting Date: February 4, 2025

Submitted by: Tammi Noblitt

Submitting Department: City Clerk

Item Type: Minutes

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of 1/7/2025 City Council Minutes.

Recommendation:

Initiator:

Tammi Noblitt

Background:

Approval of January 7, 2025 City Council Minutes.

Financial Impact:

Staff Comments:

Attachments:

[1-7-2025 City Council Minutes.pdf](#)

**MUSTANG CITY COUNCIL
JANUARY 7, 2025**

The Mustang City Council met in regular session on Tuesday, January 7, 2025, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Thursday, January 2, 2025 at 3:30 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE/INVOCATION - Vice Mayor Ray

C. ROLL CALL

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

Councilmembers Absent: **Ward 5 Vacancy**

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

None.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

- F.1 Approval of 12/3/2024 City Council Minutes.
- F.2 Approval of 12/16/2024 City Council Special Meeting Minutes.
- F.3 *Claims List for FY2025.
- F.4 Oklahoma Municipal Retirement Fund Defined Benefit Master Plan and Joinder Agreement changes and updates.

- F.5 Approval of Resolution No. 25-016 making Changes in the Library Fund Budget by Making a Supplemental Appropriation to Increase the 2024-2025 Fiscal Year Budget by \$14,555.
- F.6 Approval to Turn Past Due Library Accounts over to Collection Agency.

MOTION was made by **Councilman Wald**, seconded by **Councilman Sholund**, to Approve the Consent Agenda Items F.1 thru F.6.

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

NAY: None

G. INFORMATION/REPORTS

G.1 City Manager Report
Nothing in addition to report.

G.2 Council Reports

Councilman Ray stated it was quiet in Ward 1.

Councilman Leete stated it was quiet in Ward 2.

Councilman Wald stated his ward was quiet.

Councilman Waugh stated his ward was concerned about the traffic diversion plan for the W SH 152 project. It has been an intense couple of weeks on that side of town.

Councilman Sholund stated his ward is quiet as well.

Mayor Grider had nothing to report.

H. DISCUSSION ITEMS

H.1 Consideration of Reappointment of Municipal Judge Steve Huddleston and Alternate Judge Chris Box.

MOTION was made by **Councilman Waugh**, seconded by **Councilman Ray**, to Approve The Reappointment of Municipal Judge Steve Huddleston and Alternate Judge Chris Box.

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

H.2 *Consideration of Acceptance of the Annual Comprehensive Financial Report and Report on Internal Control and Compliance with Government Auditing Standards for Fiscal Year ending June 30, 2024.

Ms. Anne Elfrink of Elfrink and Associates presented the Annual Comprehensive Financial Report via a zoom presentation.

Ms. Elfrink stated that Financial Statements have been fairly represented to GFOA, no testing deficiencies were alerted and the City has received clean reporting in all areas.

MOTION was made by **Councilman Waugh**, seconded by **Councilman Ray**, to Approve The Acceptance of the Annual Comprehensive Financial Report and Report on Internal Control and Compliance with Government Auditing Standards for Fiscal Year ending June 30, 2024.

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

H.3 Acceptance of Resignation of Ward 5 Councilmember Travis McKenzie.

City Manager, Tim Rooney stated that on December 3, 2024 Councilman McKenzie submitted his resignation of Ward 5. **Rooney** recommends that Council formally accept this resignation.

MOTION was made by **Councilman Sholund**, seconded by **Councilman Waugh**, to Accept the resignation of Ward 5 Councilmember Travis McKenzie.

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

H.4 Notice of Ward 5 City Council Vacancy and Approval of Selection Process

City Manager, Tim Rooney stated that staff recommends to advertise Ward 5 vacancy through the local Mustang Times newspaper as well as posting the information on the City website and City Facebook page.

MOTION was made by **Councilman Ray**, seconded by **Councilman Wald**, to Accept the resignation of Ward 5 Councilmember Travis McKenzie.

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

H.5 Public Hearing and Consideration of Ordinance No. 1312, an Ordinance of The City of Mustang, Oklahoma, Amending the Zoning Ordinance of The City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from A-1, Agricultural District to R-E, Rural Estates District, Declaring Repealer, and Providing for Severability.

City Planner, Ryan Connor stated that a request to rezone a 10 acre lot on E Lily Lane in the Farris Springs Addition had been presented to the Planning Commission in November, 2024. The request is to rezone from A-1 to R-E to build Residential homes on 1 acre lots.

Councilman Wald inquired if screening requirements were required by the I-2 property upon development.
Councilman Leete inquired if homes would be on septic.

Councilman Waugh inquired if fencing around property is the homeowners decision.

Councilman Wald confirmed lots sizes are 1 acre.

Mayor Grider opened the Public Hearing.

Louis Krivanek, the Builder for this project was present and stated that the intent of the property is to bring in Rural Estate living. They want to leave the vegetation in place and create country living. Lily Lane will turn in to a cul-de-sac when completed on the west end. The project will be responsible for bring the water and gas in. Sewer is not available in that area, so septic systems will be allowed according to specifications.

Councilman Waugh inquired about curbing.

Mayor Grider stated that it was nice to see Rural Estates again.

MOTION was made by **Councilman Sholund**, seconded by **Councilman Waugh** to Approve the Consideration of Ordinance No. 1312, an Ordinance of The City of Mustang, Oklahoma, Amending the Zoning Ordinance of The City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from A-1, Agricultural District to R-E, Rural Estates District, Declaring Repealer, and Providing for Severability.

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

NAY: None

I. MATTERS FOR EXECUTIVE SESSION

NONE.

J. ADJOURNMENT

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

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

The meeting was adjourned at **7:36 p.m.**

Brian Grider, Mayor

Attest:

Tammi Noblitt, City Clerk



Mustang City Council Agenda Item Report

Meeting Date: February 4, 2025

Submitted by: Ashley Neely

Submitting Department: Finance

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Claims List for FY25.

Recommendation:

Approve.

Initiator:

Ashley Neely

Background:

Claims List for FY25.

Financial Impact:

\$540,805.97

Staff Comments:

Attachments:

[GF Claims List - FY25.pdf](#)

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 CITY ATTORNEY						
25-0693	01-M040	MCAFFEE & TAFT A PROFESSIONAL	LEGAL SERVICES EMP MATTER	1/2025	772380	150.00
DEPARTMENT TOTAL:						150.00
DEPARTMENT: 11 CITY MANAGER						
25-0296	01-B0274	HEALTH CARE SERVICE CORPORATE	RETIREE HEALTH INSURANCE	1/2025	202501213048	3,317.01
25-0088	01-D1082	DELTA DENTAL PLAN OF OKLAHOMA	RETIREE DENTAL INSURANCE	1/2025	202501213050	497.30
25-1282	01-M0180	MUSTANG CHAMBER OF COMMERCE	LEGISLATIVE BREAKFAST	1/2025	202501213056	500.00
25-0341	01-S0137	STANDARD INSURANCE COMPANY	RETIREE VISION INSURANCE	1/2025	202501213049	64.24
DEPARTMENT TOTAL:						4,378.55
DEPARTMENT: 12 LIBRARY						
25-0991	01-B1023	BTAC UNITED ACQUISITION	HOLBOOKS	12/2024	5019263133	118.46
25-0991	01-B1023	BTAC UNITED ACQUISITION	HOLBOOKS	1/2025	5019276849	99.06
25-0223	01-C1068	CDW LLC	INK	12/2024	AB92G71	245.89
25-0225	01-E0082	ENVISIONWARE, INC.	PC RESERVATION, MOBILE PR	9/2024	INV-US-72836	1,194.76
25-0231	01-I0023	INGRAM LIBRARY SERVICES LLC	JUVENILE BOOKS	12/2024	85711739	49.31
25-0231	01-I0023	INGRAM LIBRARY SERVICES LLC	JUVENILE BOOKS	1/2025	85810158	161.04
25-0232	01-I0023	INGRAM LIBRARY SERVICES LLC	CYA BOOKS	1/2025	85810157	178.77
25-1290	01-M0332	ANNE CONAWAY-CAMPBELL	MORALPOP & PALETTE	1/2025	202501213070	40.00
25-1210	01-S1023	CRESHIA STARK	BILINGUAL STORYTIME	1/2025	202501213067	60.00
DEPARTMENT TOTAL:						2,147.29
DEPARTMENT: 13 PARKS AND RECREATION						
25-0170	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	12/2024	4215904927	19.72
25-0170	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	1/2025	4217408079	39.44
25-0171	01-C0286	CIVICPLUS, LLC	CIVIC REC SOFTWARE FEES	12/2024	326091	763.01
25-0997	01-O0211	JONATHAN GRIDER	FITNESS EQUIPMENT REPAIRS	1/2025	7332	463.90
25-1249	01-O0211	JONATHAN GRIDER	FITNESS EQUIPMENT REPAIRS	1/2025	7333	669.06
25-1240	01-P0086	MINISTRY BRANDS PARENT, LLC	ANNUAL SUBSCRIPTION	1/2025	643586QB	199.00
25-1195	01-Y0040	YUKON TROPHY & AWARDS INC	TROPHIES FOR 4/5 BBALL	1/2025	125043	952.00
DEPARTMENT TOTAL:						3,106.13

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		GENERAL GOVERNMENT				
25-0090	01-D0088	STATE OF OKLAHOMA - DEPARTMINMATE LABOR		12/2024	UNCCC-3061224	540.00
25-0368	01-M0200	MUSTANG FLOWERS & GIFTS, INWELCOME SIGNS DECORATIONS		11/2024	1000059724	305.00
25-0823	01-00125	OKLAHOMA ONE-CALL SYSTEM, IOK ONE-CALL MEMBERSHIP		11/2024	2024M0499	6,002.61
25-0468	01-S0173	STANDLEY SYSTEMS, LLC	COPIER LEASE/USAGE	1/2025	INV1751157	2,162.20
25-0472	01-S0330	STREETS, LLC	HVAC MAINT-QUARTERLY PMTS	1/2025	S44-0125	3,269.25
DEPARTMENT TOTAL:						12,279.06
DEPARTMENT: 18		TOWN CENTER				
25-0164	01-A0110	ALL SEASON BUILDING SUPPLY	TOWN CENTER, SPORTS, PARK	12/2024	394895	1.26
25-1105	01-A0198	RE-MAN SHACK INC IV	AUTO-SCRUBBER BATTERY	12/2024	118010	311.98
25-0166	01-A0227	ALLIED ELEVATOR SERVICES,	ELEVATOR MAINTENANCE	1/2025	2148417	175.00
25-0170	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	12/2024	4215904927	458.59
25-0170	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	1/2025	4217408079	956.09
25-0178	01-E0115	ERC ACQUISITION INC.	GYM WIPES	11/2024	962132	99.90
25-0178	01-E0115	ERC ACQUISITION INC.	GYM WIPES	12/2024	963630	199.80
25-0178	01-E0115	ERC ACQUISITION INC.	GYM WIPES	1/2025	966536	199.80
25-1175	01-G0127	THE GARLAND COMPANY, INC	WINDOW LEAK REPAIR	12/2024	CI-GUS0240039	238.58
25-0182	01-J1071	CRUSH ENTERPRISES, INC.	TOWN CENTER CLEANING	1/2025	INV137138	3,595.00
25-0183	01-L0052	LOCKE SUPPLY CO	LIGHTING SUPPLIES	1/2025	54420743-00	20.17
25-1082	01-L0052	LOCKE SUPPLY CO	MAINTENANCE SUPPLIES	1/2025	54420677-00	25.59
DEPARTMENT TOTAL:						6,281.76
DEPARTMENT: 19		BALL COMPLEX				
25-0164	01-A0110	ALL SEASON BUILDING SUPPLY	TOWN CENTER, SPORTS, PARK	12/2024	394367	406.46
25-0205	01-F0144	405 TECHNOLOGY SOLUTIONS,	LPOS SYSTEM	1/2025	2927	67.01
25-1202	01-I0043	INTEQ DISTRIBUTORS, LLC	LASER RECEIVER FOR ABI	12/2024	60-26186	1,045.48
25-0973	01-I1119	STEPHENSON WHOLESALE CO.,	ICONCESSIONS - FOOD/BEV	1/2025	7932363	272.68
25-0569	01-L0052	LOCKE SUPPLY CO	ZIP TIES, PLUMBING PARTS	1/2025	54463460-00	24.05
25-0870	01-P0144	BOTTLING GROUP, LLC	CONCESSIONS - DRINKS	1/2025	36117258	443.35
25-1221	01-T1215	TRASHVAC, LLC	TRASH VACUUM SYSTEMS	1/2025	0000028	1,300.00
DEPARTMENT TOTAL:						3,559.03

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20 AQUATICS						
25-1200	01-H0155	HEATHER HUFF	AOAP CONF PER DIEM	1/2025	202501213053	413.00
25-1199	01-H0194	MAKAYLIN HUFF	AOAP CONF PER DIEM	1/2025	202501213055	413.00
25-1231	01-T1215	TRASHVAC, LLC	TRASH VAC SYSTEM	1/2025	0000028A	650.00
DEPARTMENT TOTAL:						1,476.00
DEPARTMENT: 21 FINANCE						
25-1219	01-00069	OK MUNICIPAL LEAGUE	BUDGET PROCESS TRAINING	12/2024	200005292	95.00
25-0382	01-00197	OKLAHOMA MUNICIPAL COURT	CLANNUAL MEMBERSHIP DUES	1/2025	6157	55.00
25-0390	01-00197	OKLAHOMA MUNICIPAL COURT	CLOMCCA WORKSHOPS	1/2025	6157A	20.00
DEPARTMENT TOTAL:						170.00
DEPARTMENT: 41 POLICE						
25-0012	01-A0039	ASC INC	MISC. VEHICLE PARTS	12/2024	203700	829.55
25-0586	01-B0090	LEEDS WEST INVESTMENT GROUPOIL	CHANGES	12/2024	036052-59070	233.69
25-0586	01-B0090	LEEDS WEST INVESTMENT GROUPOIL	CHANGES	1/2025	036052-59309	170.00
25-0021	01-B0109	STATE OF OKLAHOMA BOARD OF	INTOXILYZER OPERATOR	12/2024	16107	288.00
25-0077	01-F0078	DAIOHS USA, INC	ICE MACHINE RENTAL & SERV	1/2025	OK-121128	135.00
25-0556	01-G099	GT DISTRIBUTORS, INC.	AMMUNITION ORDER	12/2024	INV1028010	1,239.04
25-0082	01-J1071	CRUSH ENTERPRISES, INC.	FACILITY CLEANING	1/2025	INV137137	1,585.00
25-0087	01-M0170	DAVID L. MORRIS	MISC. VEHICLE MAINTENANCE	12/2024	258-12272024	360.00
25-1233	01-M0303	LYLE DIECKMANN	REPAIR ADMIN EXTERIOR DOO	1/2025	108089	338.00
25-0107	01-T0029	WEST PUBLISHING CORPORATION	CLEAR INVESTIGATIVE TOOL	1/2025	851292776	247.92
25-0115	01-T1029	THOMAS L DAVIS	JAIL LAUNDRY SERVICE	11/2024	000679	180.95
25-0115	01-T1029	THOMAS L DAVIS	JAIL LAUNDRY SERVICE	12/2024	000701	176.25
25-0585	01-U0055	UNIFIRST HOLDINGS INC.	ENTRY MATS CLEANING	12/2024	2770209397	36.32
25-0585	01-U0055	UNIFIRST HOLDINGS INC.	ENTRY MATS CLEANING	1/2025	2770212598	36.32
DEPARTMENT TOTAL:						5,856.04
DEPARTMENT: 42 ANIMAL WELFARE						
25-0123	01-D0090	OK DEPT. OF PUBLIC SAFETY	OLETS USER FEES	1/2025	LET-017365A	18.00
25-0001	01-H0182	HALO ANIMAL HOSPITAL, PLLC	VETERINARY SERVICES	12/2024	436396	65.00
25-0001	01-H0182	HALO ANIMAL HOSPITAL, PLLC	VETERINARY SERVICES	1/2025	436613	123.14
25-0125	01-J1071	CRUSH ENTERPRISES, INC.	FACILITY CLEANING	1/2025	INV137135	395.00
25-1068	01-M0340	MWI VETERINARY SUPPLY CO	MEDICATIONS/VACCINATIONS	1/2025	58704006	187.67
25-0126	01-P0181	PLAN-IT FIRE, LLC	MONTHLY ALARM MONITORING	9/2024	20243480	201.00
25-0126	01-P0181	PLAN-IT FIRE, LLC	MONTHLY ALARM MONITORING	1/2025	20250153	41.00
DEPARTMENT TOTAL:						1,030.81

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 51 FIRE						
25-0342	01-A0110	ALL SEASON BUILDING SUPPLY	BUILDING REPAIR AND MAINT	12/2024	396506	51.39
25-0342	01-A0110	ALL SEASON BUILDING SUPPLY	BUILDING REPAIR AND MAINT	1/2025	397032	29.22
25-1256	01-C0060	CRAIG CARRUTH	WINTER WORKSHOP PER DIEM	1/2025	202501213051	177.00
25-0952	01-C0065	CASCO INDUSTRIES, INC.	ANNUAL UNIFORM ORDER	12/2024	268711	3,866.00
25-0343	01-I1129	CHARLES IMHOFF	GARAGE DOOR PREVENTATIVE	12/2024	24331	2,850.00
25-1218	01-I1129	CHARLES IMHOFF	GARAGE DOOR REPAIR	12/2024	24361A	413.40
25-1094	01-J1017	JONATHAN DUNCAN	15 LBS CO2 EXTINGUISHER	1/2025	223958	565.00
25-0978	01-N0003	NORTH AMERICA FIRE EQUIPMEN	RAGLAN ARMOR COAT/PANTS	12/2024	1316586	19,750.00
25-1270	01-S0230	ALLEN SYLVESTER	OFCA PER DIEM - SYLVESTER	1/2025	202501213064	59.00
25-1269	01-S1186	JONATHAN SPRAGUE	OFCA PER DIEM - SPRAGUE	1/2025	202501213068	59.00
25-0326	01-U0055	UNIFIRST HOLDINGS INC.	SHOP TOWEL SERVICE	12/2024	2770209399	82.13
DEPARTMENT TOTAL:						27,902.14
FUND TOTAL:						68,336.81

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
25-0164	01-A0110	ALL SEASON BUILDING SUPPLY TOWN CENTER, SPORTS, PARK		12/2024	396468	26.30
25-1106	01-A0110	ALL SEASON BUILDING SUPPLY CEDAR FENCE POSTS/RAILS		12/2024	396467	512.67
25-1043	01-P0073	PLAYCORE GROUP, INC & SUBSIPLAYGROUND UNIT		12/2024	PJI-0077270A	367.32
DEPARTMENT TOTAL:						906.29
FUND TOTAL:						906.29

FUND: 07 - LIBRARY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
25-1212	01-00123	OK TINT PLUS LLC	CHILDREN'S AREA TINT	1/2025	JAN072025	2,080.00
DEPARTMENT TOTAL:						2,080.00
FUND TOTAL:						2,080.00

FUND: 08 - PD TRAFFIC ENFORCEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE ENFORCEMENT				
25-0041	01-D0090	OK DEPT. OF PUBLIC SAFETY	OLETS TERMINALS, CAD SERV	1/2025	LET-017365	719.00
DEPARTMENT TOTAL:						719.00
FUND TOTAL:						719.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 CITY ATTORNEY						
25-0621	01-T0029	WEST PUBLISHING CORPORATION	WESTLAW NATIONAL EDGE	1/2025	851323301	372.60
DEPARTMENT TOTAL:						372.60
DEPARTMENT: 11 CITY MANAGER						
25-0574	01-C0324	DENNIS ENGLAND	REMODEL OFFICE CITY HALL	1/2025	IN-1501-10043	23,275.92
25-1005	01-S0392	STOW'S OFFICE FURNITURE	INNPROJ MGR OFFICE FURNITURE	10/2024	0110318	5,729.00
DEPARTMENT TOTAL:						29,004.92
DEPARTMENT: 13 PARK AND RECREATION						
25-1044	01-P0073	PLAYCORE GROUP, INC & SUBS	PLAYGROUND UNIT - CAPITAL	12/2024	PJI-0077270	40,000.00
DEPARTMENT TOTAL:						40,000.00
DEPARTMENT: 15 GENERAL GOVERNMENT						
25-1171	01-H0193	HAMPTON FIRE & SECURITY	PROCITY HALL FRONT DOOR	12/2024	12456449	512.00
DEPARTMENT TOTAL:						512.00
DEPARTMENT: 51 FIRE						
25-0976	01-I1126	INDUSTRIAL TRUCK EQUIPMENT,	FLEET REPAINT & DECAL	1/2025	102098	46,296.00
DEPARTMENT TOTAL:						46,296.00
DEPARTMENT: 61 STREETS						
25-1065	01-E0094	ECO-COUNTER CORP	PYRO EVO BOX & POST	11/2024	C010075	8,545.00
DEPARTMENT TOTAL:						8,545.00
DEPARTMENT: 72 WATER						
25-0544	01-L0052	LOCKE SUPPLY CO	PARTS FOR WATER LINES	1/2025	54486804-00	39.56
DEPARTMENT TOTAL:						39.56
FUND TOTAL:						124,770.08

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
25-1234	01-E0007	EMERGENCY PHYSICIANS OF MIDWC	2025-07 - ER VISIT	12/2024	202501213052	120.52
25-1283	01-H0174	HEALTHSMART BENEFIT SOLUTIONS	WC SERVICE FEE X 1 CLAIM	1/2025	202501213054	265.00
25-1277	01-M0267	MEDICAL CLAIMS REVIEW SERVICES	BILL AUDIT FEE	1/2025	202501213057	523.07
25-1235	01-M1237	MCBRIDE CLINIC ORTHOPEDIC HWC	2025-07 - OFFICE VISIT	12/2024	202501213059	123.03
25-1275	01-M1237	MCBRIDE CLINIC ORTHOPEDIC HWC	2025-04 OFFICE VISIT	1/2025	202501213060	136.70
25-1236	01-O1050	OKLAHOMA RADIOLOGY GROUP PCWC	2025-04 - RADIOLOGY EX	12/2024	202501213061	15.93
25-1276	01-S0255	SSM HEALTH CARE OF OKLAHOMA	WC 2025-09 & WC 2025-06	1/2025	202501213065	1,021.32
25-1278	01-S0394	SELECT PHYSICAL THERAPY HOLWC	2025-07 PT EVAL	1/2025	202501213066	358.63
25-1237	01-W0108	SERVIX, INC.	WC 2009-07 - MEDICATION	12/2024	202501213069	1,015.65
DEPARTMENT TOTAL:						3,579.85
FUND TOTAL:						3,579.85

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		MAYOR AND COUNCIL				
25-0744	01-C0108	COWAN GROUP ENGINEERING, LLSW 89TH ENGINEER CONTRACT		1/2025	9445	1,035.00
DEPARTMENT TOTAL:						1,035.00
DEPARTMENT: 01		CITY ATTORNEY				
25-0303	01-H0045	RALPH STEVEN HUDDLESTON	JUDGE	2/2025	202501283155	1,900.00
25-0264	01-00042	MICHEAL S. OGLESBY	CITY PROSECUTOR	2/2025	202501283157	800.00
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2025	202501283159	40.00
DEPARTMENT TOTAL:						2,740.00
DEPARTMENT: 05		INFORMATION TECHNOLOGY				
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2025	202501283159	25.00
DEPARTMENT TOTAL:						25.00
DEPARTMENT: 11		CITY MANAGER				
25-0251	01-H0167	HEALTH CARE SERVICE CORPORACOBRA ADMIN. FEE		12/2024	202501283162	520.00
25-0354	01-J1071	CRUSH ENTERPRISES, INC.	CLEANING SERVICES	2/2025	INV145346	880.00
25-0285	01-M0234	MUSTANG TIMES LLC	LEGAL PUBLICATIONS	1/2025	MT618634	132.30
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2025	202501283159	70.00
DEPARTMENT TOTAL:						1,602.30
DEPARTMENT: 12		LIBRARY				
25-0991	01-B1023	BTAC UNITED ACQUISITION HOLBOOKS		1/2025	5019291070	137.22
25-0233	01-C1014	CENGAGE LEARNING, INC.	LARGE PRINT BOOKS	1/2025	86369148	719.76
25-1322	01-M0332	ANNE CONAWAY-CAMPBELL MORALPAINTING CLASS		1/2025	202501283164	40.00
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2025	202501283159	5.00
25-1291	01-S1023	CRESHIA STARK	POP & PALETTE	1/2025	202501283168	60.00
DEPARTMENT TOTAL:						961.98
DEPARTMENT: 13		PARKS AND RECREATION				
25-0170	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	1/2025	4218126073	135.12
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2025	202501283159	130.00
DEPARTMENT TOTAL:						265.12

FUND: 01 - GENERAL FUND

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		GENERAL GOVERNMENT				
25-0022	01-A1000	ATWOOD DISTRIBUTING L.P.	ATWOODS SALES TAX REBATE	2/2025	202501283149	13,290.88
25-1144	01-E0095	ELECTRICAL SOLUTIONS OF OKLLIGHTNING PROTECTION		1/2025	11214	1,164.00
25-0268	01-K0127	KG SC HOLDINGS, LLC	CASH SAVER TAX REBATE	2/2025	202501283156	5,000.00
25-0413	01-S0085	SILVER STAR CONSTRUCTION	COSTREET MOWING CONTRACTOR	12/2024	35178	78,398.34
DEPARTMENT TOTAL:						97,853.22
DEPARTMENT: 18		TOWN CENTER				
25-0170	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	1/2025	4218126073	1,081.23
25-0708	01-D0144	DON-CO SEWER & DRAIN LLC	PLUMBING REPAIRS	1/2025	8616	165.00
25-0872	01-D0160	DANE & ASSOCIATES ELECTRIC	ELECTRICAL REPAIRS	1/2025	7937	354.66
25-1035	01-D0160	DANE & ASSOCIATES ELECTRIC	REPAIRS	1/2025	7937A	505.07
25-0178	01-E0115	ERC ACQUISITION INC.	GYM WIPES	1/2025	968247	99.90
25-0181	01-H0165	HD SUPPLY, INC	JANITORIAL SUPPLIES	1/2025	843088048	33.99
25-0880	01-H0165	HD SUPPLY, INC	JANITORIAL SUPPLIES	1/2025	843314428	484.48
25-0182	01-J1071	CRUSH ENTERPRISES, INC.	TOWN CENTER CLEANING	2/2025	INV145348	3,595.00
25-0384	01-O0179	STATE OF OKLAHOMA	BOILER & HOT WATER TANK	1/2025	B967802	25.00
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2025	202501283159	20.00
25-1239	01-S2221	S&T ELECTRIC LLC	OUTLET FOR SENIOR CENTER	1/2025	1658	800.00
DEPARTMENT TOTAL:						7,164.33
DEPARTMENT: 19		BALL COMPLEX				
25-0973	01-I1119	STEPHENSON WHOLESALE CO.,	ICONCESSIONS - FOOD/BEV	1/2025	7937872	449.50
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2025	202501283159	70.00
DEPARTMENT TOTAL:						519.50
DEPARTMENT: 20		AQUATICS				
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2025	202501283159	20.00
DEPARTMENT TOTAL:						20.00
DEPARTMENT: 21		FINANCE				
25-0071	01-C0245	CRAWFORD & ASSOCIATES, P.C.	CONSULTING/GASB REVIEWS	1/2025	33883	25.00
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2025	202501283159	40.00
DEPARTMENT TOTAL:						65.00

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 31		COMMUNITY DEVELOPMENT				
25-0295	01-M0234	MUSTANG TIMES LLC	LEGAL PUBLICATIONS	1/2025	MT618636	65.10
25-0293	01-00096	OKLAHOMA UNIFORM BUILDING	CBUILDING PERMIT FEES	12/2024	202501283165	348.00
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2025	202501283159	70.00
DEPARTMENT TOTAL:						483.10
DEPARTMENT: 41		POLICE				
25-0019	01-A0084	BADGEPASS, INC	BADGEPASS/IDENTITY MGR	1/2025	INV123827	627.00
25-0677	01-B0006	KARBS TOWING LLC	MISC TOWING NEEDS	1/2025	25-74672	50.00
25-0586	01-B0090	LEEDS WEST INVESTMENT GROUP	OIL CHANGES	1/2025	036052-59546	134.06
25-0082	01-J1071	CRUSH ENTERPRISES, INC.	FACILITY CLEANING	2/2025	INV145347	1,585.00
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2025	202501283159	750.00
25-0101	01-S0330	STREETS, LLC	HVAC MAINTENANCE AGREEMEN	1/2025	S43-0125	5,438.00
25-0585	01-U0055	UNIFIRST HOLDINGS INC.	ENTRY MATS CLEANING	1/2025	2770216117	36.32
25-0703	01-W0098	JAZREALE WRIGHT	REIMBURSE TUITION FALL 24	1/2025	202501283170	850.00
DEPARTMENT TOTAL:						9,470.38
DEPARTMENT: 42		ANIMAL WELFARE				
25-0001	01-H0182	HALO ANIMAL HOSPITAL, PLLC	VETERINARY SERVICES	1/2025	437155	110.00
25-0125	01-J1071	CRUSH ENTERPRISES, INC.	FACILITY CLEANING	2/2025	INV145345	395.00
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2025	202501283159	20.00
25-1244	01-S1185	SPAY/NEUTER CLINIC OF NORMA	SPAY/NEUTER SERVICES	1/2025	JAN172025	75.00
DEPARTMENT TOTAL:						600.00
DEPARTMENT: 44		SUPPORT SERVICES				
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2025	202501283159	90.00
DEPARTMENT TOTAL:						90.00
DEPARTMENT: 51		FIRE				
25-0342	01-A0110	ALL SEASON BUILDING SUPPLY	BUILDING REPAIR AND MAINT	1/2025	397606	5.97
25-1243	01-E0058	EPR SYSTEMS USA, Inc	EMS CONTINUING EDUCATION	2/2025	3321	1,055.00
25-1049	01-F1039	FEDERAL SIGNAL CORPORATION	SHIPPING FOR RECALL ITEMS	10/2024	8786652	34.58
25-0889	01-G0143	ZANE GORDON	FIRE PROTECTION CAPSTONE	1/2025	202501283161	538.85
25-1098	01-M0115	MTM RECOGNITION CORPORATION	CHALLENGE COINS	1/2025	6228489	327.60
25-0337	01-O0025	O'REILLY AUTOMOTIVE STORES,	VEHICLE REPAIR AND MAINT.	1/2025	0309-351411	205.97
25-1304	01-O0215	OKLAHOMA STATE UNIVERSITY	FIRE OFFICER I	1/2025	0094136	400.00
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2025	202501283159	780.00
25-1226	01-S0348	HOWMEDICA OSTEONICS CORP	MASIMO PULSE OX E-2	1/2025	9208315085	651.75
DEPARTMENT TOTAL:						3,999.72
FUND TOTAL:						126,894.65

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
25-0412	01-S0085	SILVER STAR CONSTRUCTION	COSTREET MAINTENANCE	11/2024	35179A	1,296.00
DEPARTMENT TOTAL:						1,296.00
FUND TOTAL:						1,296.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
25-0744	01-C0108	COWAN GROUP ENGINEERING, LLSW 89TH ENGINEER CONTRACT		1/2025	9445C	1,047.00
25-1057	01-D0142	D. OWEN CONSTRUCTION LLC E CHARLOTTE TER DRAINAGE		11/2024	202501283160	115,080.00
25-1179	01-G0142	GRACE AND SONS APPRAISAL SELAND APPRAISAL CURTIS PRK		1/2025	24990373B	4,000.00
25-0412	01-S0085	SILVER STAR CONSTRUCTION COSTREET MAINTENANCE		11/2024	35179A	13,567.45
DEPARTMENT TOTAL:						133,694.45
FUND TOTAL:						133,694.45

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 51		FIRE				
25-0479	01-T0232	TRUIST BANK	2019 AERIAL LADDER TRUCK	2/2025	202501283169	61,665.30
					DEPARTMENT TOTAL:	61,665.30
DEPARTMENT: 61		STREETS				
25-0485	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING FEES	1/2025	9442	1,984.00
					DEPARTMENT TOTAL:	1,984.00
DEPARTMENT: 72		WATER				
25-1079	01-P0049	PIONEER SUPPLY, LLC	WATERLINE PARTS	1/2025	INV76333	6,045.05
25-1143	01-P0049	PIONEER SUPPLY, LLC	WATERLINE PARTS	1/2025	INV76334	6,852.25
					DEPARTMENT TOTAL:	12,897.30
					FUND TOTAL:	76,546.60

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
25-1313	01-M0267	MEDICAL CLAIMS REVIEW SERVIMEDICAL BILL AUDIT FEE		1/2025	202501283163	714.93
25-1327	01-P0166	PTMS 3.0, LC	WC 2023-12	1/2025	202501283166	760.45
25-1328	01-S0394	SELECT PHYSICAL THERAPY HOLWC 2025-07		1/2025	202501283167	506.86
DEPARTMENT TOTAL:						1,982.24
FUND TOTAL:						1,982.24

FEBRUARY 2025 VISA

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

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



Mustang City Council Agenda Item Report

Meeting Date: February 4, 2025

Submitted by: Julie Slupe

Submitting Department: Library

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

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

Recommendation:

Approve.

Initiator:

Julie Slupe

Background:

Past Due Accounts for January 2025.

Financial Impact:

\$1,339.24

Staff Comments:

Attachments:

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



Mustang City Council Agenda Item Report

Meeting Date: February 4, 2025

Submitted by: Nic Bailey

Submitting Department: Parks and Recreation

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of Resolution 25-017 Making Changes in the Rates for Parks and Recreation Facilities.

Recommendation:

Approval

Initiator:

Nic Bailey

Background:

The changes to this resolution deals with the levels of membership to the recreation center.

Financial Impact:

0

Staff Comments:

We feel that eliminating some of the options of memberships will make it easier on the public to choose the correct level, and also make it easier on staff when trying to sign up a new member. This will also allow us to make membership available to purchase online allowing us to collect waivers from everyone who becomes a member.

Attachments:

[Resolution_25-017_-_Changing_Rates_for_Parks_and_Recreation_Facilities \(NEW\) - Copy.pdf](#)

RESOLUTION NO. 25-017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSTANG
AMENDING RESOLUTION NO. 22-026; CHANGING THE RATES FOR
PARKS AND RECREATION FACILITIES; DECLARING REPEALER;
ESTABLISHING SEVERABILITY; AND DECLARING AN EFFECTIVE
DATE**

WHEREAS, Wild Horse Park and the Town Center for the City of Mustang will be available for numerous events and participation by members of the Mustang community, and

WHEREAS, certain of these events and facilities will be available to the public at no charge; other of these facilities will be available to the public at a charge sufficient to provide and maintain the event facility.

WHEREAS, the rates for these events and the terms and conditions for their use are herein established and set forth for the benefit of the public.

**BE IT THEREFORE RESOLVED BY THE CITY COUNCIL OF THE CITY OF
MUSTANG; THAT**

The following charges and rates are hereby established for events and facility use at Wild Horse Park Mustang, Town Center and Aquatics Park.

**I. WILD HORSE PARK SPORTS AND AQUATIC COMPLEX MEMBERSHIP &
FEES**

1. SOFTBALL

COMPLEX

Vendor Fees

\$200 per weekend (Friday - Sunday)

\$50 per league night (Monday, Tuesday Wednesday or Thursday)

2. AQUATICS

COMPLEX

Gate Fees

Regular Admissions \$6.00 per day
No charge for children age 3 and under

Season Passes

Individual Passes Family Passes
\$55.00 per season
\$200.00 per season (includes two adults and all youth under 21 living in the same home)

Pool Parties After Hours - 2 Hour Rental for 100 guests.

Monday - Thursday \$350.00
Friday- Saturday \$400.00
\$25.00 per additional 25 guest up to 400.

II. COMMUNITY CENTER RECREATION MEMBERSHIPS

1. **Walking Pass** - Entitles individual access for ages 60+ to the Indoor Walking Track (Only).- \$15.00 Per year.
2. **Fitness Pass** - Entitles individual access to Indoor Walking/Jogging Track, Basketball Gym, Game Room, Climbing Wall during designated hours, Weight/Cardio areas, Fitness Classes, and onsite babysitting service for children 6 months to 8 years of age during designated hours.
 - Youth Fitness Pass (14 to 17 years old)-\$6-day pass (See Weight/Cardio Area Waiver), \$20 per month or \$200 annually
 - Adult Fitness Pass (18 to 59) -\$8-day pass, \$20 per month or \$200 annually
 - Active Adult or Military Fitness Pass (60 & over) -\$8-day pass, \$15 per month or \$150 annually
 - Family Fitness Pass - \$50 per month or \$500 annually (includes two adults and all youth under 21 living in the same home)

III. GENERAL SERVICES

Class Rooms:	Charge - Reservations Taken
Meeting Rooms:	
One Side (Room C or D)	\$90.00 per 4 Hour Session (During Business Hours Only) \$22.50 per additional hour
Both Sides	\$180.00 per 4 Hour Session (During Business Hours Only) \$45.00 per additional hour

Banquet Hall (A, B, and Great Room)

One Side (A or B)	\$250.00 per 4 Hour Session (During Business Hours Only) \$62.50 per additional hour
Both Sides (A&B)	\$500.00 per 4 Hour Session (During Business Hours Only) \$1000 per 8 Hour Session (9:30am- 5:30pm or 12:30 - 8:30pm) \$1,200 All Day (9:30 am to 8:30 pm) All Day during business hours only \$1,750.00 All Day (10am -Midnight, Friday and Saturday Only)

Great Room	\$500.00 per 4 Hour Session (During Business Hours Only) \$1000 per 8 Hour Session (9:30am - 5:30pm or 12:30 - 8:30pm) \$1,200 All Day (9:30 am to 8:30 pm) All Day during business hours only \$1,750.00 All Day (10am-Midnight, Friday and Saturday Only)
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Full Banquet Facility (A, B, Great Room, Kitchen, and Gazebo)

\$2500.00 All Day (10am - Midnight, Friday and Saturday Only)

Other Items

Kitchen Gazebo	\$150.00 per Rental
Customized Room Layout	\$150.00 per Day \$100 per Event

BE IT FURTHER RESOLVED THAT the Director of Parks and Recreation may authorize a refund of fees provided in this resolution where, based upon the facts related to a requested refund, the Director determines that the services were not provided by the City or that exigent circumstance support issuance of a refund.

BE IT FURTHER RESOLVED THAT any Resolution or parts thereof inconsistent with this Resolution are hereby repealed.

BE IT FURTHER RESOLVED THAT the fees herein for the Softball Complex and the Aquatic Complex will all be effective immediately, and all other fees shall be effective March 1, 2025.

PASSED AND APPROVED this ____ day of February, 2025.

Brian Grider, Mayor

ATTEST:

[SEAL]

Tammi Noblitt, City Clerk

APPROVED as to form this ____ day of February, 2025.

Jonathan E. Miller, City Attorney



Mustang City Council Agenda Item Report

Meeting Date: February 4, 2025

Submitted by: Nic Bailey

Submitting Department: Parks and Recreation

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of Sports Facility Agreement between the City of Mustang and the Mustang Youth Soccer Association.

Recommendation:

Approve

Initiator:

Nic Bailey

Background:

Sport Facility user agreements are renewed on a yearly basis. Mustang Youth Sports agreements have been signed by the Associations. The agreements are attached.

Financial Impact:

\$0.00

Staff Comments:

Staff recommends approval of the agreements

Attachments:

[Soccer_Facility_Agreement_2025.pdf](#)

Sports Facility Agreement Wild Horse Park Soccer Facility

This Agreement, made and entered into this 4th day of February , 2025, between the City of Mustang (the “City”) and the Mustang Youth Soccer Association, a not for profit corporation (hereinafter called “Club”);

WITNESSETH:

1. That the CITY for and in consideration of the covenants and agreements hereinafter set forth, and the performance on the part of the Club of all the terms hereof, does hereby enter into a Non-Exclusive Agreement with Club relative to the use of certain portions of the following described property, located within **Wild Horse Park**, situated in the City of Mustang, County of Canadian, State of Oklahoma, as described in Exhibit A, (hereinafter “Property”) for the purposes set forth herein;

2. The purpose of this Agreement is to provide and promote soccer activities for the youth and other residents of the Mustang Community, and to promote the establishment, operation, and support of public recreational facilities and programs for the welfare of the people, all as authorized by 11 O.S. Sec. 33-101 et seq., and other applicable law.

3. That the term of this Agreement shall run from **January 1, 2025 through January 1, 2026**, and may be renewed upon approval by both parties for the next year.

4. For and in consideration of the use of said Property for the soccer activities as stated herein, said Club hereby agrees and covenants with the CITY that Club will:

a. Use the Property for athletic or recreational programs and facilities, and for no other purpose;

b. Maintain the entire Property herein in a good condition, free and clear of all debris or matter, by whatever description, through the entire term of this Agreement

c. Construct no permanent construction on the property without prior approval of the CITY. It is further understood that all construction plans will require CITY Engineer review, **written approval prior to commencement of construction and improvement**, and will be subject to CITY Inspection, and all City Municipal Code requirements. It is specifically understood that all permanent fixtures and or permanent type construction will become property of the CITY upon its completion and acceptance by CITY. It is further specifically understood that Club will furnish an accounting of all monies furnished by club funds within five

days of request and that any property, whether temporary or permanent, of any type, constructed or purchased in whole or in part with monies so furnished will become property of the City. It is further understood that any improvements may, at the discretion of the City Manager or his designee, be moved to another location and used for purposes compatible with those set forth in this Agreement.

d. Reserve unto the CITY, the right to control the use of the water in the area and to permit the CITY to limit the use or discontinue of the same altogether during periods of water shortage;

e. **By July 1 and December 1 or upon CITY's request, Club will furnish to the City Manager or his designee financial statements of Club operations.**

f. Upon City's request, Club will furnish to CITY information indicating the number of participants in the current programs.

g. Permit no activities to continue beyond the hour of 11:00 p.m. **without the prior approval from the Parks and Recreation Director** and all exterior lights except for security lights to be turned out within 15 minutes after the earlier of cessation of activities on the lighted field or the hour above stated unless requested by City Staff on duty for safety reasons;

5. All coaches must have a background check prior to commencing coaching activities at said facility. Background check process must be approved by City Manager or his designee prior to executing the background check.

6. Club further agrees to the following:

a. To fully defend, protect, indemnify and hold harmless the CITY, its employees and agents, from and against each and every claim, demand or cause of action and any liability cost, expense (including but not limited to reasonable attorneys' fees and expense incurred in defense of the City of Mustang and/or the Mustang Improvement Authority), damage or loss in connection therewith, which may be made or asserted by Club's employees or agents, subcontractors, or any third party (including but not limited to Mustang Improvement and/ or the City of Mustang agents, servants or employees) on account of personal injury or death or property damage caused by, arising out of or in any way incidental to, or in connection with the Agreement hereunder, except such as may result solely from the CITY's negligence.

b. Club shall maintain, at its sole cost, the insurance coverage set forth below with companies satisfactory to the CITY with full policy limits applying but not less than as stated and

name the City of Mustang and the Mustang Improvement Authority as additional insureds. A certificate evidencing the required insurance quoting the indemnification provision set forth in the Agreement shall be delivered to the CITY prior to commencement of the work and shall provide that any change restricting or reducing coverage or cancellation of any policies under which certificates are issued shall not be valid as respects the Mustang Improvement Authority and/or City of Mustang interest therein until the CITY has received 30 days prior notice in writing of such change or cancellation. Proof of such insurance shall be required before this Agreement becomes effective. All insurance shall be issued as occurrence basis policies.

(i) Workman's Compensation Insurance as required by law and regulations applicable to and covering employees of Club.

(ii) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury- \$1,000,000.00 each person, \$1,000,000.00 each occurrence /aggregate. This policy shall cover, among other risks, the contractual liability assumed under the indemnification provisions set forth in this Agreement. All insurance shall be issued as occurrence basis policies.

(iii) Each policy shall be endorsed to provide waiver of subrogation rights in favor of the Mustang Improvement Authority and/or the City of Mustang, its agents and employees, and all other parties owning an interest in the property covered by this Agreement.

c. It is the express intent of this agreement that there be no lapse in insurance coverage, and it is further expressly provided that any change or cancellation in any such insurance shall not constitute a waiver of this term and condition of the Agreement.

d. The Club will require any subcontractors it may engage to maintain, at all times, while performing work on the property, the insurance as set forth above, and naming the City of Mustang and the Mustang Improvement Authority as additional insureds.

e. Failure of the Club to keep the required insurance policies in force and effect during the term described in this Agreement and during any extension hereof, shall constitute a breach of this Agreement, and shall automatically make this Agreement null and void without further action of the CITY, and with no notice to the Club being required effective the date of expiration or termination of the insurance.

f. Club will adhere to adopted bylaws by organization and can be held accountable to do so or agreement can be terminated

7. The CITY hereby reserves unto itself the right of ingress and egress over, through, under and across the property at all times necessary for purpose of maintaining, improving, repairing, extending, erecting, constructing water and sewer lines or other utilities, and for the purpose of all other governmental and municipal purposes, including the right to inspect and police said Property.

8. The Club will, at its expense, provide the labor necessary to staff the concession and referee the games.

9. The CITY will maintain and mow the grass on the playing fields, club may assist in mowing in the event they deem necessary.

10. The Club shall, maintain the sanitary toilet facilities, as required, and keep same clean and emptied as needed and required, and in a way acceptable to the State Health Department. The Club is also responsible for providing paper goods for facilities.

11. The CITY shall, at all times, have the right to go upon said property and inspect same and determine if the covenants or conditions in this Agreement are being honored and maintained, and may make reports to the Club from time to time concerning same.

12. The CITY shall pay all electric, gas, water, sewer, sanitation or other utility bills.

13. The CITY hereby grants to the Club the non-exclusive right to use said property during the term of this agreement so long as the use does not interfere with the use of the CITY subject to the terms of the Agreement hereinabove set forth.

14. It is understood and agreed that no right is granted or intended to be granted hereunder which the CITY does not have. If it is determined that this Agreement exceeded City's rights then this Agreement shall be null and void.

15. Fees and/or admission charge: No fee shall be charged for parking unless a special event permit is obtained through the City of Mustang. All fees and any and all activities, which will generate funds for Club, including, but not limited to, registration fees, tournaments, etc., will be used for further expansion of leagues to perpetuate the proper use of said Property. The Club shall pay to the CITY a fee of \$5,000 per contract year.

16. Concession privileges for sale of refreshments and goods associated with any athletic and recreational activities operated by the Club on the Property will be the sole responsibility of the Club. All funds generated through the concession sales during Club activities shall be the property of the Club. All sales tax reporting will be sole responsibility of

the Club and follow Federal, State, and Municipal laws. Such concessions will promote the use of Property consistent with its dedication as a sports facility.

17. It is understood and agreed that this Agreement does not authorize the Club or anyone acting under, through or on its behalf to use any of the other facilities in said park and Club hereby agrees that no other facility shall be used without first clearing the same through the City Manager or designee of the City of Mustang, except for that area commonly designated for parking. It is also understood and agreed that Club shall have no right to grant any third person any license or other right to use the Property or any portion thereof for any purpose.

18. **The Club shall furnish the City Manager or his designee a list of all dates and times they desire to use the Property and such schedule shall include the intended use; e.g., league play, tournament, etc.** Such schedule shall be submitted **no later than the fifteenth (15th) day of the February for spring/summer activities, and the fifteenth (15th) day of July for fall/winter activities.** The City Manager's designee shall be notified in a timely manner of amendments to the schedule.

19. Consideration shall be given to all organized youth teams, persons, and groups and for other recreational events outside the Club to use the area covered in this Agreement and the City Manager, or his designee may give permission for such. Such permission rests in the sole discretion of the City Manager, or designee. However, both Club and CITY shall exert good faith efforts to ensure and provide fairness in the availability of the Property. It is further provided and acknowledged that Club assumes no liability or responsibility for activities of persons or groups not affiliated with Club activities.

20. This Agreement shall not be transferred or assigned to any other organization or person or any other entity without the prior written consent of the CITY, and any attempt to assign or transfer the rights under this Agreement shall be null and void, and of no force and effect, and shall, at City's option, constitute a termination of this Agreement. It is expressly understood that this provision includes, but is not limited to, any contracting or subcontracting arrangement.

21. Any violation of the City Code of the City of Mustang can constitute grounds for termination of this Contract by the CITY.

22. Except as otherwise provided, a breach of any of the covenants or agreements of this Agreement on the part of Club will result in cancellation of said Agreement with 45 days

prior written notice. No holding over after the term hereof shall constitute a renewal of this Agreement.

23. Notwithstanding the above, should Club fail in any respect to comply with the terms of this Agreement, except those provisions set forth in paragraph 6.e., and should CITY notify Club in writing of the matter in regard to which default is asserted, and should Club fail either to cure the default within 30 days after the giving of notice or to commence within 15 days to rectify the default and continue thereafter to use due diligence to rectify the default until it is fully rectified or cured, then the CITY may cancel this Agreement at any time thereafter by giving written notice to Club of the election to terminate. It is expressly agreed that Club shall in no event be liable for damages for default and that the sole remedy of CITY for any default of Club shall be to terminate this agreement pursuant to the provisions of paragraph 23. This paragraph shall not, however, relieve Club from liability for negligence or any other act for which it is directly responsible in damages.

24. In the event of a termination of this agreement, Club shall remove its personnel and non-permanent personal property from the property. On the termination of this agreement for any reason, all improvements on the Property will be turned over to CITY and become the property of CITY.

However, if the CITY terminates this Agreement for any reason other than a default by the Club, or if the CITY refuses to renew the agreement before all the improvements have been completed and paid for by Club, CITY shall be liable for and shall assume the outstanding debt on any such improvements, provided that the improvements and indebtedness were approved by the CITY prior to the incurrence of same by Club.

25. Club members, guests, employees and associates will conduct his or her activity in a professional manner at all times. Any incident of an unprofessional nature that could jeopardize the image or reflect adversely on City can and will be considered grounds for termination.

26. Club is responsible for providing information concerning appropriate safety equipment relating to each activity to each and all participants in their programs.

27. This Agreement may be amended by written agreement of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written above.

CITY OF MUSTANG

By _____
Mayor

ATTEST:

City Clerk

MUSTANG YOUTH SOCCER

ATTEST:

By _____
President

Secretary or Vice President
Mustang Youth Soccer



Mustang City Council Agenda Item Report

Meeting Date: February 4, 2025

Submitted by: Tammi Noblitt

Submitting Department: Parks and Recreation

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of Sports Facility Agreement between the City of Mustang and the Mustang Youth Softball Association.

Recommendation:

Approve

Initiator:

Nic Bailey

Background:

Sport Facility user agreements are renewed on a yearly basis. Mustang Youth Sports agreements have been signed by the Associations. The agreements are attached.

Financial Impact:

\$0.00

Staff Comments:

Staff recommends approval of the agreements

Attachments:

[Softball_Facility_Agreement_2025.pdf](#)

Sports Facility Agreement Wild Horse Park Softball Facility

This Agreement, made and entered into this __4th__ day of __February__, 2025, between the City of Mustang (“City”) and the Mustang Youth Softball Association, a not for profit corporation (hereinafter called “Club”);

WITNESSETH:

1. That the CITY for and in consideration of the covenants and agreements hereinafter set forth, and the performance on the part of the Club of all the terms hereof, does hereby enter into a Non-Exclusive Agreement with Club relative to the use of certain portions of the following described property, located within **Wild Horse Park**, situated in the City of Mustang, County of Canadian, State of Oklahoma, as described in Exhibit A, (hereinafter “Property”) for the purposes set forth herein;

2. The purpose of this Agreement is to provide and promote softball activities for the youth and other residents of the Mustang Community, and to promote the establishment, operation, and support of public recreational facilities and programs for the welfare of the people, all as authorized by 11 O.S. Sec. 33-101 et seq., and other applicable law.

3. That the term of this Agreement shall run from **January 1, 2025 through January 1, 2026**, and may be renewed upon approval by both parties for the next year.

4. For and in consideration of the use of said property for the softball activities as stated herein, said Club hereby agrees and covenants with the CITY that Club will:

a. Use the property for athletic or recreational programs and facilities, and none other;

b. Maintain the entire property herein in a good condition, free and clear of all debris or matter, by whatever description, through the entire term of this Agreement, **except that the CITY will provide for janitorial services and landscape maintenance in support areas which are defined as non-playing field areas within the complex at Wild Horse Park;**

c. Construct no permanent type construction on the property without prior approval of the CITY. It is further understood that all construction plans will require MIA Engineer review **and written approval prior to commencement of construction; and the construction and improvement**, will be subject to CITY Inspection, and all City Code requirements. It is specifically understood that all permanent fixtures and or permanent type

construction will become property of the CITY upon its completion and acceptance by CITY. It is further specifically understood that Club will furnish an accounting of all monies furnished by the City of Mustang within five days of request and that any property, whether temporary or permanent, of any type, constructed or purchased in whole or in part with monies so furnished will become property of the CITY. It is further understood that any improvements may, at the discretion of the City Manager or his designee, be moved to another location and used for purposes compatible with those set forth in this Agreement.

d. Reserve unto the CITY, the right to control the use of the water in the area and to permit the CITY to limit the use or discontinue of the same altogether during periods of water shortage

e. **By July 1 and December 1 or upon CITY request, Club will furnish to the City Manager or his designee financial statements of Club operations.**

f. Upon City's request, Club will furnish to MIA information indicating the number of participants in the current programs.

g. Permit no activities to continue beyond the hour of midnight **without the prior approval from the City Manager or his designee** and all exterior lights except for security lights to be turned out within 15 minutes after the cessation of all such activities on the hour above stated unless requested by City Staff on duty for safety reasons;

h. Club will adhere to organizations adopted bylaws and can be held accountable to do so or agreement can be terminated following the guidelines set forth in said agreement

5. **All teams must have head and assistant coaches that are certified through a course to be approved by the City Manager's designee. All coaches must have a background check prior to commencing coaching activities at said facility. Background check process must be approved by City Manager or his designee prior to executing the background check.**

6. Club further agrees to the following:

a. To fully defend, protect, indemnify and hold harmless the CITY, its employees and agents, from and against each and every claim, demand or cause of action and any liability cost, expense (including but not limited to reasonable attorneys' fees and expense incurred in defense of the City of Mustang and/or the Mustang Improvement Authority), Damage or loss in connection therewith, which may be made or asserted by Club's employees or agents,

subcontractors, or any third party (including but not limited to Mustang Improvement and/ or the City of Mustang agents, servants or employees) on account of personal injury or death or property damage caused by, arising out of or in any way incidental to, or in connection with the Agreement hereunder, except such as may result solely from the CITY's negligence.

b. Club shall maintain, at its sole cost, the insurance coverage set forth below with companies satisfactory to the CITY with full policy limits applying but not less than as stated and named the City of Mustang as additional insured. A certificate evidencing the required insurance quoting the indemnification provision set forth in the Agreement shall be delivered to the CITY prior to commencement of the work and shall provide that any change restricting or reducing coverage or cancellation of any policies under which certificates are issued shall not be valid as respects the City of Mustang interest therein until the CITY has received 30- days notice in writing of such change or cancellation. Proof of such insurance shall be required before this Agreement becomes effective.

(i) Workman's Compensation Insurance as required by law and regulations applicable to and covering employees of Club.

(ii) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury- \$1,000,000.00 each person, \$1,000,000.00 each occurrence /aggregate. This policy shall cover, among other risks, the contractual liability assumed under the indemnification provisions set forth in this Agreement.

(iii) Each policy shall be endorsed to provide waiver of subrogation rights in favor of the Mustang Improvement Authority and/or the City of Mustang, its agents and employees, and all other parties owning an interest in the property covered by this Agreement.

c. It is the express intent of this agreement that there be no lapse in insurance coverage, and it is further expressly provided that any change or cancellation in any such insurance shall not constitute a waiver of this term and condition of the Agreement.

d. The Club will require any subcontractors it may engage to maintain, at all times, while performing work on the property, the insurance as set forth above, naming the City of Mustang as additional insured.

e. Failure of the Club to keep the required insurance policies in force and effect during the term of this Agreement and during any extension hereof, shall constitute a breach of this Agreement, and shall automatically make this Agreement null and void without further

action of the CITY, and with no notice to the Club being required effective the date of expiration or termination of the insurance.

7. The CITY hereby reserves unto itself the right of ingress and egress over, through, under and across property at all times necessary for purpose of maintaining, improving, repairing, extending, erecting, constructing water and sewer lines or other utilities, and for the purpose of all other governmental and municipal purposes, including the right to inspect and police said premises.

8. The Club will, at its expense, provide the labor necessary to staff the gate and umpire the games.

9. The CITY will, maintain and prepare the infields, groom and mow the grass in the outfields.

10. The CITY shall, maintain the sanitary toilet facilities, as required, and keep same clean and emptied as needed and required, and in a way acceptable to the State Health Department.

11. The CITY shall, at all times, have the right to go upon said property and inspect same and determine if any of the covenants or conditions in this Agreement are being honored and maintained, and may make reports to the Club from time to time concerning same.

12. The CITY shall pay all electric, gas, water, sewer, sanitation or other utility bills.

13. The CITY hereby grants to the Club the non-exclusive right to use said property during the term of this agreement so long as the use does not interfere with the use of the CITY subject to the terms of the Agreement hereinabove set forth.

14. It is understood and agreed that no right is granted or intended to be granted hereunder which the CITY does not have. If it is determined that this agreement exceeded the City's rights, then this agreement will be null and void.

15. Fees and/or admission charge: No fee shall be charged for parking. The admission charges shall not be excessive and shall be set in order to cater to the maximum number of people. Only those fees necessary to support the activity will be charged to those participating and the spectators. All fees and any and all activities, which will generate funds for Club, including, but not limited to, registration fees, tournaments, etc., will be used for further expansion of leagues to perpetuate the proper use of said Property. The Club shall pay to the CITY a fee of \$1.00 per paying gate entrant during league play and \$2.00 per paying

gate entrant during tournament play, which will be monitored through the City Manager's designee. In the event a tournament or league pass is sold the City shall receive percentage based upon the total. (Example, gate for league play is \$4.00, City receives \$1.00 which equals 25%, if league pass is sold for \$40 City will receive 25% of pass equaling \$10)

16. **The exclusive concession privileges for sale of refreshments and goods associated with any athletic and recreational activities on the property will be the sole responsibility of the CITY. All funds generated through the concession sales shall be the property of the CITY.** Such concessions will promote the use of premises consistent with its dedication as a sports facility.

17. It is understood and agreed that this Agreement does not authorize the Club or anyone acting under, through or on its behalf to use any of the other facilities in said park and Club hereby agrees that no other facility shall be used without first clearing the same through the City Manager or designee of the City of Mustang, except for that area commonly designated for parking. It is also understood and agreed that Club shall have no right to grant any third person any license or other right to use the Property or any portion thereof for any purpose.

18. **The Club shall furnish the City Manager or his designee a list of all dates and times they desire to use the Property and such schedule shall include the intended use; e.g., league play, tournament, etc.** Such schedule shall be submitted **no later than the fifteenth (15th) day of the February for spring activities, and the fifteenth (15th) day of August for fall activities. The City Manager's designee shall be notified in a timely manner of amendments to the schedule and upon proper notification by club; dates for submission of schedule may be extended.**

19. Consideration shall be given to all organized youth teams, persons, and groups and for other recreational events outside the Club to use the area covered in this Agreement and the City Manager, or his designee may give permission for such. Such permission rests in the sole discretion of the City Manager, or designee. However, both Club and CITY shall exert good faith efforts to ensure and provide fairness in the availability of the premises. It is further provided and acknowledged that Club assumes no liability or responsibility for activities of persons or groups not affiliated with Club activities.

20. This Agreement shall not be transferred or assigned to any other organization or person or any other entity without the prior written consent of the CITY, and any attempt to

assign or transfer the rights under this Agreement shall be null and void, and of no force and effect, and shall, at City's option, constitute a termination of this Agreement. It is expressly understood that this provision includes, but is not limited to, any contracting or subcontracting arrangement.

21. Any violation of the City Code of the City of Mustang can constitute grounds for termination of this Contract by the CITY.

22. Except as otherwise provided, a breach of any of the covenants or agreements of this Agreement on the part of said Club will result in cancellation of said Agreement with 45 days prior written notice. No holding over after the term hereof shall constitute a renewal of this Agreement.

23. Notwithstanding the above, should Club fail in any respect to comply with the terms of this Agreement, except those provisions set forth in paragraph 6.e., and should CITY notify Club in writing of the matter in regard to which default is asserted, and should Club fail either to cure the default within 30 days after the giving of notice or to commence within 15 days to rectify the default and continue thereafter to use due diligence to rectify the default until it is fully rectified or cured, then the CITY may cancel this Agreement at any time thereafter by giving written notice to Club of the election to terminate. It is expressly agreed that Club shall in no event be liable for damages for default and that the sole remedy of CITY for any default of Club shall be to terminate this agreement pursuant to the provisions of paragraph 23. This paragraph shall not, however, relieve Club from liability for negligence or any other act for which it is directly responsible in damages.

24. In the event of a termination of this agreement, Club shall remove its personnel and non-permanent personal property from the property. On the termination of this agreement for any reason, all improvements on the premises will be turned over to CITY and become the property of CITY.

However, if the CITY terminates this Agreement for any reason other than a default by the Club, or if the CITY refuses to renew the agreement before all the improvements have been completed and paid for by Club, CITY shall be liable for and shall assume the outstanding debt on any such improvements, provided that the improvements and indebtedness were approved by the CITY prior to the incurrence of same by Club.

25. Club members, guests, employees and associates will conduct his or her activity in a professional manner at all times. Any incident of an unprofessional nature that could jeopardize the image or reflect adversely on City can and will be considered grounds for termination.

26. Club is responsible for providing information concerning appropriate safety equipment relating to each activity to each and all participants in their programs.

27. This Agreement may be amended by written agreement of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written above.

CITY OF MUSTANG

By _____
Mayor

ATTEST:

City Clerk

MUSTANG SOFTBALL ASSOCIATION

ATTEST:

By _____
President
Mustang Softball Association

Vice President
Mustang Softball Association



Mustang City Council Agenda Item Report

Meeting Date: February 4, 2025

Submitted by: Tammi Noblitt

Submitting Department: Parks and Recreation

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of Sports Facility Agreement between the City of Mustang and the Mustang Youth Baseball Association.

Recommendation:

Approve

Initiator:

Nic Bailey

Background:

Sport Facility user agreements are renewed on a yearly basis. Mustang Youth Sports agreements have been signed by the Associations. The agreements are attached.

Financial Impact:

\$0.00

Staff Comments:

Staff recommends approval of the agreements

Attachments:

[Baseball_Facility_Agreement_2025.pdf](#)

Sports Facility Agreement Wild Horse Park Baseball Facility

This Agreement, made and entered into this __4th__ day of __February____, 2025, between the City of Mustang (“City”) and the Mustang Youth Baseball Association a not for profit corporation (hereinafter called “Club”);

WITNESSETH:

1. That the CITY for and in consideration of the covenants and agreements hereinafter set forth, and the performance on the part of the Club of all the terms hereof, does hereby enter into a Non-Exclusive Agreement with Club relative to the use of certain portions of the following described property, located within **Wild Horse Park**, situated in the City of Mustang, County of Canadian, State of Oklahoma, as described in Exhibit A, (hereinafter “Property”) for the purposes set forth herein;

2. The purpose of this Agreement is to provide and promote baseball activities for the youth and other residents of the Mustang Community, and to promote the establishment, operation, and support of public recreational facilities and programs for the welfare of the people, all as authorized by 11 O.S. Sec. 33-101 et seq., and other applicable law.

3. That the term of this Agreement shall run from **January 1, 2025 through January 1, 2026**, and may be renewed upon approval by both parties for the next year.

4. For and in consideration of the use of said property for the baseball activities as stated herein, said Club hereby agrees and covenants with the CITY that Club will:

a. Use the property for athletic or recreational programs and facilities, and none other;

b. Maintain the entire property herein in a good condition, free and clear of all debris or matter, by whatever description, through the entire term of this Agreement, **except that the CITY will provide for janitorial services and landscape maintenance in support areas which are defined as non-playing field areas within the complex at Wild Horse Park;**

c. Construct no permanent construction on the property without prior approval of the CITY. It is further understood that all construction plans will require CITY Engineer review **and written approval prior to commencement of construction; and the construction and improvement**, will be subject to CITY Inspection, and all City Code requirements. It is specifically understood that all permanent fixtures and or permanent type construction will

become property of the CITY upon its completion and acceptance by CITY. It is further specifically understood that Club will furnish an accounting of all monies furnished by the City of Mustang within five days of request and that any property, whether temporary or permanent, of any type, constructed or purchased in whole or in part with monies so furnished will become property of the CITY. It is further understood that any improvements may, at the discretion of the City Manager or his designee, be moved to another location and used for purposes compatible with those set forth in this Agreement.

d. Reserve unto the CITY, the right to control the use of the water in the area and to permit the CITY to limit the use or discontinue of the same altogether during periods of water shortage;

e. **By July 1 and December 1 or upon CITY request, Club will furnish to the City Manager or his designee financial statements of Club operations.**

f. Upon City's request, Club will furnish to CITY information indicating the number of participants in the current programs.

g. Permit no activities to continue beyond the hour of midnight **without the prior approval from the Parks and Recreation Director** and all exterior lights except for security lights to be turned out within 15 minutes after the earlier of cessation of activities on the lighted field or the hour above stated unless requested by City Staff on duty for safety reasons;

h. Club will adhere to adopted bylaws by organization and can be held accountable to do so or agreement can be terminated following guidelines set forth in said agreement.

5. All teams must have head and assistant coaches that are certified through a course to be approved by the City Manager's designee. All coaches must have a background check prior to commencing coaching activities at said facility. Background check process must be approved by City Manager or his designee prior to executing the background check.

6. Club further agrees to the following:

a. To fully defend, protect, indemnify and hold harmless the CITY, its employees and agents, from and against each and every claim, demand or cause of action and any liability cost, expense (including but not limited to reasonable attorneys' fees and expense incurred in defense of the City of Mustang and/or the Mustang Improvement Authority), damage or loss in connection therewith, which may be made or asserted by Club's employees or agents, subcontractors, or any third party (including but not limited to Mustang Improvement and/ or

the City of Mustang agents, servants or employees) on account of personal injury or death or property damage caused by, arising out of or in any way incidental to, or in connection with the Agreement hereunder, except such as may result solely from the CITY's negligence.

b. Club shall maintain, at its sole cost, the insurance coverage set forth below with companies satisfactory to the CITY with full policy limits applying but not less than as stated and named the City of Mustang as additional insured. A certificate evidencing the required insurance quoting the indemnification provision set forth in the Agreement shall be delivered to the CITY prior to commencement of the work and shall provide that any change restricting or reducing coverage or cancellation of any policies under which certificates are issued shall not be valid as respects the City of Mustang interest therein until the CITY has received 30- days notice in writing of such change or cancellation. Proof of such insurance shall be required before this Agreement becomes effective. All insurance shall be issued as occurrence basis policies.

(i) Workman's Compensation Insurance as required by law and regulations applicable to and covering employees of Club.

(ii) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury- \$1,000,000.00 each person, \$1,000,000.00 each occurrence /aggregate. This policy shall cover, among other risks, the contractual liability assumed under the indemnification provisions set forth in this Agreement. All insurance shall be issued as occurrence basis policies.

(iii) Each policy shall be endorsed to provide waiver of subrogation rights in favor of the Mustang Improvement Authority and/or the City of Mustang, its agents and employees, and all other parties owning an interest in the property covered by this Agreement.

c. It is the express intent of this agreement that there be no lapse in insurance coverage, and it is further expressly provided that any change or cancellation in any such insurance shall not constitute a waiver of this term and condition of the Agreement.

d. The Club will require any subcontractors it may engage to maintain, at all times, while performing work on the premises, the insurance as set forth above, naming the City of Mustang as additional insured.

e. Failure of the Club to keep the required insurance policies in force and effect during the seasons described in this Agreement and during any extension hereof, shall

constitute a breach of this Agreement, and shall automatically make this Agreement null and void without further action of the CITY, and with no notice to the Club being required effective the date of expiration or termination of the insurance.

7. The CITY hereby reserves unto itself the right of ingress and egress over, through, under and across property at all times necessary for purpose of maintaining, improving, repairing, extending, erecting, constructing water and sewer lines or other utilities, and for the purpose of all other governmental and municipal purposes, including the right to inspect and police said premises.

8. The Club will, at its expense, provide the labor necessary to staff the gate and umpire the games.

9. The CITY will, maintain and prepare the infields, groom and mow the grass in the outfields.

10. The CITY shall, maintain the sanitary toilet facilities, as required, and keep same clean and emptied as needed and required, and in a way acceptable to the State Health Department.

11. The CITY shall, at all times, have the right to go upon said property and inspect same and determine if any of the covenants or conditions in this Agreement are being honored and maintained, and may make reports to the Club from time to time concerning same.

12. The CITY shall pay all electric, gas, water, sewer, sanitation or other utility bills.

13. The CITY hereby grants to the Club the non-exclusive right to use said property during the term of this agreement so long as the use does not interfere with the use of the CITY subject to the terms of the Agreement hereinabove set forth.

14. It is understood and agreed that no right is granted or intended to be granted hereunder which the CITY does not have. If it is determined that this agreement exceeded City's rights, then this agreement will become null and void.

15. Fees and/or admission charge: No fee shall be charged for parking. The admission charges shall not be excessive and shall be set in order to cater to the maximum number of people. Only those fees necessary to support the activity will be charged to those participating and the spectators. All fees and any and all activities, which will generate funds for Club, including, but not limited to, registration fees, tournaments, etc., will be used for further expansion of leagues to perpetuate the proper use of said Property. The Club shall

pay to the CITY a fee of \$1.00 per paying gate entrant during league play and \$2.00 per paying gate entrant during tournament play, which will be monitored through the City Manager's designee. In the event a tournament or league pass is sold the City shall receive percentage based upon the total. (Example, gate for league play is \$4.00, City receives \$1.00 which equals 25%, if league pass is sold for \$40 City will receive 25% of pass equaling \$10)

16. **The exclusive concession privileges for sale of refreshments and goods associated with any athletic and recreational activities on the property will be the sole responsibility of the CITY. All funds generated through the concession sales shall be the property of the CITY.** Such concessions will promote the use of premises consistent with its dedication as a sports facility.

17. It is understood and agreed that this Agreement does not authorize the Club or anyone acting under, through or on its behalf to use any of the other facilities in said park and Club hereby agrees that no other facility shall be used without first clearing the same through the City Manager or designee of the City of Mustang, except for that area commonly designated for parking. It is also understood and agreed that Club shall have no right to grant any third person any license or other right to use the Property or any portion thereof for any purpose.

18. **The Club shall furnish the City Manager or his designee a list of all dates and times they desire to use the Property and such schedule shall include the intended use; e.g., league play, tournament, etc.** Such schedule shall be submitted **no later than the fifteenth (15th) day of the February for spring activities, and the fifteenth (15th) day of August for fall activities. The City Manager's designee shall be notified in a timely manner of amendments to the schedule and upon proper notification by club; dates for submission of schedule may be extended.**

19. Consideration shall be given to all organized youth teams, persons, and groups and for other recreational events outside the Club to use the area covered in this Agreement and the City Manager, or his designee may give permission for such. Such permission rests in the sole discretion of the City Manager, or designee. However, both Club and CITY shall exert good faith efforts to ensure and provide fairness in the availability of the premises. It is further provided and acknowledged that Club assumes no liability or responsibility for activities of persons or groups not affiliated with Club activities.

20. This Agreement shall not be transferred or assigned to any other organization or person or any other entity without the prior written consent of the CITY, and any attempt to assign or transfer the rights under this Agreement shall be null and void, and of no force and effect, and shall, at City's option, constitute a termination of this Agreement. It is expressly understood that this provision includes, but is not limited to, any contracting or subcontracting arrangement.

21. Any violation of the City Code of the City of Mustang can constitute grounds for termination of this Contract by the CITY.

22. Except as otherwise provided, a breach of any of the covenants or agreements of this Agreement on the part of said Club will result in cancellation of said Agreement with 45 days prior written notice. No holding over after the term hereof shall constitute a renewal of this Agreement.

23. Notwithstanding the above, should Club fail in any respect to comply with the terms of this Agreement, except those provisions set forth in paragraph 6.e., and should CITY notify Club in writing of the matter in regard to which default is asserted, and should Club fail either to cure the default within 30 days after the giving of notice or to commence within 15 days to rectify the default and continue thereafter to use due diligence to rectify the default until it is fully rectified or cured, then the CITY may cancel this Agreement at any time thereafter by giving written notice to Club of the election to terminate. It is expressly agreed that Club shall in no event be liable for damages for default and that the sole remedy of CITY for any default of Club shall be to terminate this agreement pursuant to the provisions of paragraph 23. This paragraph shall not, however, relieve Club from liability for negligence or any other act for which it is directly responsible in damages.

24. In the event of a termination of this agreement, Club shall remove its personnel and non-permanent personal property from the Property. On the termination of this agreement for any reason, all improvements on the premises will be turned over to CITY and become the property of CITY.

However, if the CITY terminates this Agreement for any reason other than a default by the Club, or if the CITY refuses to renew the agreement before all the improvements have been completed and paid for by Club, CITY shall be liable for and shall assume the outstanding debt

on any such improvements, provided that the improvements and indebtedness were approved by the CITY prior to the incurrence of same by Club.

25. Club members, guests, employees and associates will conduct his or her activity in a professional manner at all times. Any incident of an unprofessional nature that could jeopardize the image or reflect adversely on City can and will be considered grounds for termination.

26. Club is responsible for providing information concerning appropriate safety equipment relating to each activity to each and all participants in their programs.

27. This Agreement may be amended by written agreement of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written above.

CITY OF MUSTANG

By _____
Mayor

ATTEST:

City Clerk

MUSTANG YOUTH BASEBALL

ATTEST:

By _____
President
Mustang Youth Baseball

Vice President
Mustang Youth Baseball



Mustang City Council Agenda Item Report

Meeting Date: February 4, 2025

Submitted by: Tammi Noblitt

Submitting Department: Parks and Recreation

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of Sports Facility Agreement between the City of Mustang and the Mustang Football and Cheer Association.

Recommendation:

Approve

Initiator:

Nic Bailey

Background:

Sport Facility user agreements are renewed on a yearly basis. Mustang Youth Sports agreements have been signed by the Associations. The agreements are attached.

Financial Impact:

\$0.00

Staff Comments:

Staff recommends approval of the agreements

Attachments:

[Football_Facility_Agreement_7.5.16-_2019.pdf](#)

Sports Facility Agreement Wild Horse Park Football Agreement

This Agreement, made and entered into this 4th day of February, 2025 between the City of Mustang (the "CITY") and the Mustang Youth Football and Cheer Association, a not for profit corporation (hereinafter called "Club");

WITNESSETH:

1. That the CITY for and in consideration of the covenants and agreements hereinafter set forth, and the performance on the part of the Club of all the terms hereof, does hereby enter into a Non-Exclusive Agreement with Club relative to the use of certain portions of the following described property, located within **Wild Horse Park**, situated in the City of Mustang, County of Canadian, State of Oklahoma, as described in Exhibit A, (hereinafter "Property") for the purposes set forth herein;

2. The purpose of this Agreement is to provide and promote football activities for the youth and other residents of the Mustang Community, and to promote the establishment, operation, and support of public recreational facilities and programs for the welfare of the people, all as authorized by 11 O.S. Sec. 33-101 et seq., and other applicable law.

3. That the term of this Agreement shall run from **January 1st, 2025 through January 1st, 2026**, and may be renewed upon approval by both parties for the next year.

4. For and in consideration of the use of said Property for the football activities as stated herein, said Club hereby agrees and covenants with the CITY that Club will:

a. Use the Property for athletic or recreational programs and facilities, and for no other purpose;

b. Maintain the entire Property herein in a good condition, free and clear of all paper, trash, glass, cans, bottles, weeds, grass or other debris or matter, by whatever description, through the entire term of this Agreement,

c. Construct no permanent construction on the Property without prior approval of the CITY. It is further understood that all construction plans will require CITY Engineer review **and written approval prior to commencement of construction; and the construction and improvement** will be subject to CITY Inspection and all City Municipal Code requirements. It is specifically understood that all permanent fixtures and or permanent construction will become property of the CITY upon its completion and acceptance by CITY. It is further specifically

understood that Club will furnish an accounting of all monies furnished by club funds within five days of request and that any property, whether temporary or permanent, of any type, constructed or purchased in whole or in part with monies so furnished will become property of the CITY. It is further understood that any improvements may, at the discretion of the City Manager or his designee, be moved to another location and used for purposes compatible with those set forth in this Agreement.

d. Reserve unto the CITY, the right to control the use of the water in the area and to collect from Club such charges as may be fixed by the CITY for the use thereof, and to permit the CITY to limit the use or discontinue of the same altogether during periods of water shortage;

e. **By December 1 or upon CITY's request, Club will furnish to the City Manager or his designee financial statements of Club operations.**

f. Upon CITY's request, Club will furnish to CITY information indicating the number of participants in the current programs.

g. Permit no activities to continue beyond 11:00 p.m. **without the prior approval from the Parks and Recreation Director** and all exterior lights except for security lights to be turned out within 15 minutes after the earlier of cessation of all such activities on the lighted area or the hour above stated;

5. All coaches must have a background check prior to commencing coaching activities at said facility. Background check process must be approved by City Manager or his designee prior to executing the background check.

6. Club further agrees to the following:

a. To fully defend, protect, indemnify and hold harmless the CITY, its employees and agents, from and against each and every claim, demand or cause of action and any liability cost, expense (including but not limited to reasonable attorneys' fees and expense incurred in defense of the City of Mustang and/or the Mustang Improvement Authority), damage or loss in connection therewith, which may be made or asserted by Club's employees or agents, subcontractors, or any third party (including but not limited to Mustang Improvement and/ or the City of Mustang agents, servants or employees) on account of personal injury or death or property damage caused by, arising out of or in any way incidental to, or in connection with the Agreement hereunder, except such as may result solely from the CITY's negligence.

b. Club shall maintain, at its sole cost, the insurance coverage set forth below with companies satisfactory to the CITY with full policy limits applying but not less than as stated and name the City of Mustang and the Mustang Improvement Authority as additional insureds. A certificate evidencing the required insurance quoting the indemnification provision set forth in the Agreement shall be delivered to the CITY prior to commencement of the work and shall provide that any change restricting or reducing coverage or cancellation of any policies under which certificates are issued shall not be valid as respects the Mustang Improvement Authority and/or City of Mustang interest therein until the CITY has received 30 days prior notice in writing of such change or cancellation. Proof of such insurance shall be required before this Agreement becomes effective. All insurance shall be issued as occurrence basis policies.

(i) Workman's Compensation Insurance as required by law and regulations applicable to and covering employees of Club.

(ii) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury- \$1,000,000.00 each person, \$1,000,000.00 each occurrence /aggregate. This policy shall cover, among other risks, the contractual liability assumed under the indemnification provisions set forth in this Agreement. All insurance shall be issued as occurrence basis policies.

(iii) Each policy shall be endorsed to provide waiver of subrogation rights in favor of the Mustang Improvement Authority and/or the City of Mustang, its agents and employees, and all other parties owning an interest in the property covered by this Agreement.

c. It is the express intent of this agreement that there be no lapse in insurance coverage, and it is further expressly provided that any change or cancellation in any such insurance shall not constitute a waiver of this term and condition of the Agreement.

d. The Club will require any subcontractors it may engage to maintain, at all times, while performing work on the Property, the insurance as set forth above, naming the City of Mustang and the Mustang Improvement Authority as additional insureds.

e. Failure of the Club to keep the required insurance policies in force and effect during the seasons described in this Agreement and during any extension hereof, shall constitute a breach of this Agreement, and shall automatically make this Agreement null and void without further action of the CITY, and with no notice to the Club being required effective the date of expiration or termination of the insurance.

7. The CITY hereby reserves unto itself the right of ingress and egress over, through, under and across the Property at all times necessary for purpose of maintaining, improving, repairing, extending, erecting, constructing water and sewer lines or other utilities, and for the purpose of all other governmental and municipal purposes, including the right to inspect and police said Property.

8. The Club will, at its expense, provide the labor necessary to staff the concession, gate, and referee the games.

9. The Club will, maintain and mow the grass on the playing fields.

10. The Club shall, maintain the sanitary toilet facilities, as required, and keep same clean and emptied as needed and required, and in a way acceptable to the State Health Department. The Club is also responsible for providing paper goods for the said facilities.

11. The CITY shall, at all times, have the right to go upon said Property and inspect same and determine if the covenants or conditions in this Agreement are being honored and maintained, and may make reports to the Club from time to time concerning same.

12. The CITY shall pay all electric, gas, water, sewer, sanitation or other utility bills.

13. The CITY hereby grants to the Club the non-exclusive right to use said Property during the term of this agreement so long as the use does not interfere with the use of the CITY and subject to the terms of the Agreement hereinabove set forth.

14. It is understood and agreed that no right is granted or intended to be granted hereunder which the CITY does not have and if it is determined that this Agreement exceeds the rights of City then this Agreement shall be null and void.

15. Fees and/or admission charge: No fee shall be charged for parking. The admission charges shall not be excessive and shall be set in order to cater to the maximum number of people. Only those fees necessary to support the activity will be charged to those participating and the spectators. All fees and any and all activities, which will generate funds for Club, including, but not limited to, registration fees, tournaments, etc., will be used for further expansion of leagues to perpetuate the proper use of said Property. The club shall pay to the CITY a fee of \$2000 per contract year.

16. Concession privileges for sale of refreshments and goods associated with any athletic and recreational activities operated by the Club on the Property will be the sole responsibility of the Club. All funds generated through the concession sales during Club

activities shall be the property of the Club. All sales tax reporting will be sole responsibility of the Club and follow Federal, State, and Municipal laws. Such concessions will promote the use of Property consistent with its dedication as a sports facility.

17. It is understood and agreed that this Agreement does not authorize the Club or anyone acting under, through or on its behalf to use any of the other facilities in said park and Club hereby agrees that no other facility shall be used without first clearing the same through the City Manager or designee of the City of Mustang, except for that area commonly designated for parking. It is also understood and agreed that the Club shall have no right to grant any license or right to use the Property to any third person.

18. **The Club shall furnish the City Manager or his designee a list of all dates and times they desire to use the Property and such schedule shall include the intended use; e.g., league play, tournament, etc.** Such schedule shall be submitted **no later than the fifteenth (15th) day of July for fall/winter activities. The City Manager's designee shall be notified in a timely manner of amendments to the schedule.**

19. Consideration shall be given to all organized youth teams, persons, and groups and for other recreational events outside the Club to use the area covered in this Agreement and the City Manager, or his designee may give permission for such use. Such permission rests in the sole discretion of the City Manager or his designee. However, both Club and CITY shall exert good faith efforts to ensure and provide fairness in the availability of the Property. It is further provided and acknowledged that Club assumes no liability or responsibility for activities of persons or groups not affiliated with Club activities.

20. This Agreement shall not be transferred or assigned to any other organization or person or any other entity without the prior written consent of the CITY, and any attempt to assign or transfer the rights under this Agreement shall be null and void, and of no force and effect, and shall, at City's option, constitute a termination of this Agreement. It is expressly understood that this provision includes, but is not limited to, any contracting or subcontracting arrangement.

21. Any violation of the City Code of the City of Mustang can constitute grounds for termination of this Contract by the CITY.

22. Except as otherwise provided, a breach of any of the covenants or agreements of this Agreement on the part of said Club will result in cancellation of said Agreement with 45

days prior written notice. No holding over after the term hereof shall constitute a renewal of this Agreement.

23. Notwithstanding the above, should Club fail in any respect to comply with the terms of this Agreement, except those provisions set forth in paragraph 6.e., and should CITY notify Club in writing of the matter in regard to which default is asserted, and should Club fail either to cure the default within 30 days after the giving of notice or to commence within 15 days to rectify the default and continue thereafter to use due diligence to rectify the default until it is fully rectified or cured, then the CITY may cancel this Agreement at any time thereafter by giving written notice to Club of the election to terminate. It is expressly agreed that Club shall in no event be liable for damages for default and that the sole remedy of CITY for any default of Club shall be to terminate this agreement pursuant to the provisions of paragraph 23. This paragraph shall not, however, relieve Club from liability for negligence or any other act for which it is directly responsible in damages.

24. In the event of a termination of this agreement, Club shall remove its personnel and non-permanent personal property from the Property. On the termination of this agreement for any reason, all improvements on the Property will be turned over to CITY and become the property of CITY.

However, if the CITY terminates this Agreement for any reason other than a default by the Club, or if the CITY refuses to renew the agreement before all the improvements have been completed and paid for by Club, CITY shall be liable for and shall assume the outstanding debt on any such improvements, provided that the improvements and indebtedness were approved by the CITY prior to the incurrence of same by Club.

25. Club members, guests, employees and associates will conduct his or her activity in a professional manner at all times. Any incident of an unprofessional nature that could jeopardize the image or reflect adversely on City can and will be considered grounds for termination.

26. Club is responsible for providing information concerning appropriate safety equipment relating to each activity to each and all participants in their programs.

27. This Agreement may be amended by written agreement of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written above.

CITY OF MUSTANG

By _____
Mayor

ATTEST:

City Clerk

MUSTANG YOUTH FOOTBALL

ATTEST:

By _____
President

Secretary
Mustang Youth Football

The City of Mustang

Proclamation

WHEREAS, Mustang Christian Church (Disciples of Christ) was organized on February 16, 1975 by several Mustang families and the Disciples of Christ Regional Office; and

WHEREAS, the following ministers pastored the church: Rev. Kelly Brigman, Rev. Joe Samuels, Rev. Leo Brown, Rev. Jim Gladney, Rev. Brad Long, Rev. Phillip Sellars, Rev. Joe Hodges, Rev. Jason Williams, Rev. Randy Martin, and Rev. Russ Brown; and

WHEREAS, this church has been a leading church in the community; engaging and supporting our fair city in such manner as: the proclamation of the Gospel of Jesus Christ, contributing to the Kiwanis Food Pantry, hosting a Community Garage Sale, sponsoring a Girl Scout and a Cub Scout Troop, hosting FallFest (trunk or treat) for the community, support of the Mustang School District and multiple acts of community fellowship and charity work; and

WHEREAS, Children, adults, members and nonmembers have all benefited from these things; and

WHEREAS, Members of Mustang Christian Church have served the entire community to help make it a better place to live, work and grow these past 50 years;

NOW, THEREFORE, I, Brian Grider, Mayor of the City of Mustang, do hereby proclaim February 16, 2025 as

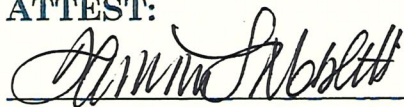
"Mustang Christian Church Day"

in the City of Mustang, Oklahoma, to recognize and commemorate the 50th anniversary of Mustang Christian Church.

GIVEN under my hand and seal of the City of Mustang, Oklahoma, this **4th** day of **February, 2025**.

Brian Grider, Mayor

ATTEST:



Tammi Noblitt, City Clerk





Mustang City Council Agenda Item Report

Meeting Date: February 4, 2025

Submitted by: David Russell

Submitting Department: Managerial Department

Item Type: Approval

Agenda Section: DISCUSSION ITEMS

Subject Title:

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

Recommendation:

Recommend the bids be accepted.

Initiator:

David Russell

Background:

The City of Mustang was previously awarded a grant through ACOG for the installation of Level III Electric Vehicle Charging Stations at Wild Horse Park. The City received and opened bids on December 17, 2024. In total 2 bids were received for the project.

Financial Impact:

\$355,000.00

Staff Comments:

Staff recommends Council accept these bids.

Attachments:

[EVChargerAsReadBids.pdf](#)

CITY OF MUSTANG BID OPENING

AS-READ BIDS

Project Name: Level III EV Charger Project
Project Number: 25-EVCHARGER
Bid Opening: December 17, 2024 @ 10:00am

Bidder

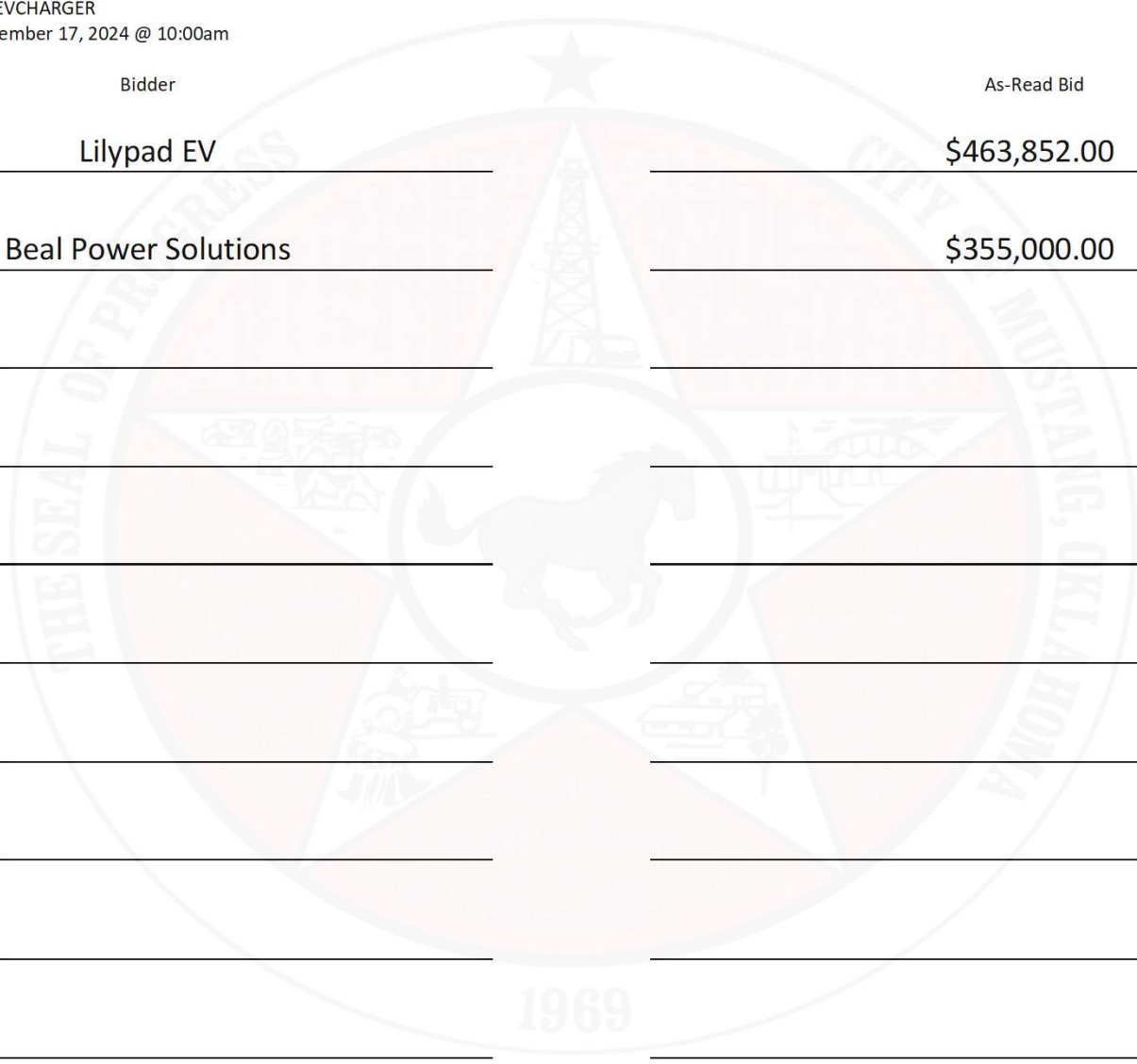
As-Read Bid

Lilypad EV

\$463,852.00

Beal Power Solutions

\$355,000.00





Mustang City Council Agenda Item Report

Meeting Date: February 4, 2025

Submitted by: David Russell

Submitting Department: Managerial Department

Item Type: Approval

Agenda Section: DISCUSSION ITEMS

Subject Title:

Consideration of Award for the Project Labeled Level III EV Charger Project

Recommendation:

Staff recommends the project be awarded to the low bidder.

Initiator:

David Russell

Background:

The City of Mustang was previously awarded a grant through ACOG for the installation of Level III Electric Vehicle Charging Stations at Wild Horse Park. The City received and opened bids on December 17, 2024. The low bidder on the project was Beal Power Solutions with a bid of \$355,000.00.

Financial Impact:

355,000.00

Staff Comments:

Staff recommends the project be awarded to the low bidder.

Attachments:

[Level III EV Charger RecAward.pdf](#)

[BealPowerSolutions.pdf](#)

City of Mustang

Council-Manager Form of Government

January 15, 2025

405-376-4521

1501 N. Mustang Road,

Mustang, Oklahoma 73064

Tim Rooney, City Manager
City of Mustang
1501 N Mustang Road
Mustang, Oklahoma 73064

RE: Level III Electric Vehicle Charger Bid
Acceptance of Bids and Recommendation of Award

Mr. Rooney:

On December 17, 2024, a bid opening was conducted for the Level III Electric Vehicle Charger project. Two bids were submitted for consideration:

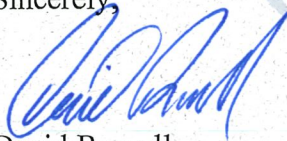
- **Lilypad EV LLC:** \$463,852.00
- **Beal Power Solutions:** \$355,000.00

Both bids were thoroughly reviewed and found to include all necessary documentation and bonds. Additionally, each proposal met the project specifications and provided clear plans for completing the work.

After careful evaluation, I recommend that the City Council accept these bids and award the project to **Beal Power Solutions**, the lowest bidder, at their bid price of \$355,000.00.

Please feel free to reach out if you have any questions or need further details.

Sincerely,



David Russell
Project Manager



12-16-21
7:15 p
Mott



Bid Submission for City of Mustang Level 3 EV Charger Project

Submission Date:

December 16, 2024

Company Name:

Beall Power Solutions Inc.

Representative Name:

Noah Beall

Representative Title:

CEO

Representative Qualifications:

- Unlimited Electrical Contractor (OK) – OK00166326
- NABCEP PV Installation Professional - Cert #: PV-090922-013753
- NABCEP Energy Storage Installation Professional - Cert #: ESIP-071924-000105
- EVITP Certified

-

Executive Summary

Beall Power Solutions Inc. is pleased to submit our proposal for the installation of two dual-port Level 3 EV chargers at Wild Horse Park in Mustang, Oklahoma. With over a decade of experience in electrical contracting and renewable energy systems, and certifications in NABCEP and EVITP, we are uniquely positioned to deliver a reliable, turn-key solution that supports the city's sustainability goals.

Our proposed solution features the Autel MaxiCharger 200kW, a dual-port DC fast charger that ensures high reliability and user-friendly functionality. Alongside a 5-year warranty, we provide comprehensive installation services, including site preparation, utility coordination, and charger commissioning, all in compliance with NEC, ADA, and local codes.

We are excited about the opportunity to collaborate with the City of Mustang and deliver a high-quality EV charging solution that serves the community for years to come.

Project Understanding and Approach

Beall Power Solutions Inc. fully understands the scope and objectives of the City of Mustang's Level 3 EV Charging Station Project. The goal is to install two dual-port 200kW DC fast chargers at Wild Horse Park, ensuring compliance with all regulatory requirements and delivering a reliable, user-friendly charging experience for the community.

Our approach focuses on providing a turn-key solution that includes every aspect of the project lifecycle:

1. **Site Preparation:**

We will conduct a thorough site analysis to confirm charger placement, ensure ADA compliance, and coordinate with the city's utility provider to confirm infrastructure readiness. All civil and electrical work will be designed to meet NEC standards, ensuring long-term safety and reliability.

2. **Pre-Coordinated Utility Infrastructure:**

During my tenure with a previous employer, I had the opportunity to meet with the utility company and confirm the specifics of bringing sufficient power to Wild Horse Park to support the EV charging system. These discussions have established the feasibility of the project and ensured alignment on transformer placement and power delivery.

3. **Equipment Installation:**

Using the Autel MaxiCharger 200kW DC fast chargers, we will install dual-port chargers that meet the project's power and connector requirements (CCS1 and NACS). All necessary trenching, conduit installation, and wiring will be performed with precision and efficiency.

4. **Compliance and Quality Assurance:**

We are committed to adhering to all relevant standards, including NEC, ADA, and PCI compliance for payment systems. Our installation practices will also align with the city's codes and the manufacturer's guidelines.

5. **Handover:**

Upon completion, we will deliver as-built drawings and documentation to support long-term operations.

Our team's extensive experience in EV infrastructure projects, combined with our commitment to safety, quality, and customer satisfaction, ensures that we will deliver a high-performing and sustainable charging solution for the City of Mustang.

Pricing Breakdown

1. Equipment - \$240,610.73

- **2 Autel 200kW MaxiChargers**
Includes dual-port chargers meeting project specifications (CCS1 and NACS connectors).

2. Electrical Materials - \$42,871.84

- **Wire and Conduit for Utility Transformer to MSP**
Conductors and protective conduit for the connection from the transformer to the main service panel.
- **Wire and Conduit for MSP to Charging Stations**
Conductors and protective conduit for the connection between the MSP and chargers.
- **Main Service Panel (MSP)**
New panel to accommodate the EV chargers' load.

3. Site Preparation - \$6,616.02

- **Mini Excavator Rental**
For trenching and site preparation.
- **Trenching or Boring**
Excavation for conduit placement.
- **Backfill and Compaction**
Restoration of trenches after conduit installation.

4. Civil Work - \$10,585.64

- **Concrete Work**
Foundations for chargers, transformer pads, or other structural needs.
- **Signage and Bollards**
Installation of protective bollards and required informational signage.
- **Site Restoration**
Includes any landscaping or asphalt repairs needed post-installation.

5. Labor - \$19,848.07

- **Installation Labor**
Includes the work of electricians and technicians for all aspects of installation.

- **Testing and Commissioning**
Labor for final system testing, commissioning, and operational verification.
- **Training for City Staff**
Time spent training city personnel on charger operation, maintenance, and troubleshooting.

6. *Project Overhead - \$23,817.70*

- **Permitting and Utility Coordination**
Includes time spent obtaining permits and working with the utility provider.
- **Project Management**
Time and resources for managing the project timeline, personnel, and subcontractors.
- **Contingency Fund**
Reserved for unforeseen expenses or challenges during the project.

7. *Bonding Costs - \$10,650.00*

- Covers the cost of required bonds, including the Bid Bond, Performance Bond, Statutory Bond, and Maintenance Bond, calculated at **3% of the total project cost**.

Total Installation Cost: \$355,000

-

Timeline Breakdown

Phase 1: Pre-Construction (0–45 Days Post-NTP)

1. **Day 0:** Notice to Proceed (NTP) Issued.
2. **Day 1–5:**
 - Confirm utility coordination with the provider for transformer placement and power supply.
 - Submit permitting applications (if applicable).

3. **Day 6–15:**

- Order equipment (Autel MaxiChargers, electrical materials).
- **Create Full Engineered and Stamped Plans:**
 - Develop site plans and electrical line diagrams, including conduit and wire sizes.
 - Submit plans for review and approval by the city and utility provider.

4. **Day 16–30:**

- Conduct site survey and marking for trenching and equipment placement.
- Schedule inspections and approvals for utility work.

5. **Day 31–45:**

- Receive initial deliveries of materials (conduit, wire, etc.).
- Coordinate staging area setup for construction.

Phase 2: On-Site Installation (46–67 Days Post-NTP)

1. **Day 46–52 (7 Days): Underground Digging and Site Prep**

- Excavate trenches for conduit placement between utility transformer, MSP, and chargers.
- Prepare ground for concrete pads and ensure proper grading.

2. **Day 53–59 (7 Days): Conduit Installation, Concrete Pad Pours, and Backfill**

- Install conduit for wiring.
- Pour and cure concrete pads for chargers and any required transformer pads.
- Backfill trenches and compact the soil.

3. **Day 60–64 (5 Days): Equipment Mounting and Wire Pulling**

- Mount chargers onto prepared concrete pads.
- Pull wires through installed conduit and make initial connections.

4. **Day 65–67 (3 Days): Final Connections and Site Cleanup**

- Complete electrical connections to chargers, MSP, and utility transformer.
- Perform site cleanup and prepare for testing.

Phase 3: Testing, Programming, and Handover (68–80 Days Post-NTP)

1. **Day 68–70 (3 Days): Full System Testing**

- Conduct load testing and verify functionality of chargers.
- Address any issues identified during testing.

2. **Day 71–75 (5 Days): System Programming and Final Inspections**

- Program payment systems, user interfaces, and remote monitoring.
- Facilitate final inspections with the city and utility provider.

3. **Day 76–80 (5 Days): Staff Training with Manufacturer**

- Coordinate with the manufacturer to train city staff on operation, maintenance, and troubleshooting.

Buffer for Unforeseen Issues

A **10-day buffer (Day 81–90)** remains available to handle unforeseen delays or challenges, ensuring timely project completion.

Completion Date:

- All work, testing, programming, inspections, and training completed by **Day 80 Post-NTP** (well within the 90-day deadline).

-

Maintenance and Warranty Plan

Overview

Beall Power Solutions Inc. is dedicated to ensuring the reliability and performance of the EV charging stations installed for the City of Mustang. This Maintenance and Warranty Plan outlines our collaborative approach with the equipment manufacturer and clearly defines the scope of our labor warranty.

Manufacturer and Labor Warranties

- 1. Manufacturer Warranty:**
 - The Autel MaxiCharger 200kW units will be covered by the manufacturer's **5-year warranty**, which includes:
 - Replacement or repair of defective parts.
 - Support for software and firmware updates.
 - Coverage for internal charger components, including connectors, displays, and control systems.
- 2. Beall Power Solutions Labor Warranty:**
 - Beall Power Solutions will provide a **2-year labor warranty** for all installation-related work. This includes:
 - Repairs or adjustments necessary due to installation errors.
 - Labor for troubleshooting and resolving issues with installed systems.
 - Labor warranty excludes damages caused by misuse, vandalism, or external events such as natural disasters.

Maintenance Services

To ensure the long-term reliability of the EV chargers, Beall Power Solutions will provide the following maintenance services during the warranty period:

1. Annual Inspections:

- Once a year, Beall Power Solutions will perform a comprehensive inspection that includes:
 - Testing charger functionality.
 - Cleaning and inspecting connectors, terminals, and enclosures.
 - Verifying and applying any manufacturer-provided firmware or software updates.

2. Remote Monitoring Support:

- Utilize manufacturer-provided monitoring tools to:
 - Track charger usage and performance metrics.
 - Identify and resolve potential issues proactively.
 - Generate annual reports for city records.

3. Proactive Updates:

- Ensure that manufacturer-released updates for chargers are applied promptly to enhance functionality and security.

Post-Warranty Support

At the end of the 5-year warranty period, Beall Power Solutions offers flexible maintenance and support plans to ensure continued reliability:

1. Renewed Maintenance Plans:

- Annual or multi-year contracts covering inspections, updates, and labor for necessary repairs.

2. As-Needed Services:

- Support for non-contract customers on a per-incident basis.

3. Manufacturer Support Continuation:

- Assistance with any ongoing manufacturer warranty claims or support.

Emergency Support

- **24/7 Emergency Line:** Beall Power Solutions will maintain an emergency hotline during the warranty period to address critical system failures.

- **Rapid Response:** Technicians will be dispatched within **24 hours** for urgent issues.
-

Documentation and Training

Upon project completion, Beall Power Solutions will provide:

- A detailed maintenance manual with schedules and procedures.
 - Troubleshooting guides and contact information for both Beall Power Solutions and the equipment manufacturer.
-

By clearly defining responsibilities and including annual inspections, this plan ensures the City of Mustang will benefit from a reliable, well-maintained EV charging infrastructure for years to come.

-

Safety and Code Compliance Plan

Overview

Beall Power Solutions Inc. is committed to maintaining the highest safety standards and ensuring full compliance with all applicable codes and regulations during the installation of the EV charging stations at Wild Horse Park. This plan outlines the measures we will take to prioritize safety, protect personnel and equipment, and adhere to relevant codes and standards.

Safety Measures

1. On-Site Safety Protocols:

- Conduct a pre-construction safety meeting with all personnel to review site-specific risks and safety procedures.
- Utilize proper personal protective equipment (PPE), including hard hats, gloves, safety glasses, and high-visibility vests.
- Establish clear work zones and implement traffic control measures to protect workers and the public.

2. Trenching and Excavation Safety:

- Perform a utility locate to identify existing underground services before excavation.

- Follow OSHA standards for trenching and excavation, including proper sloping, benching, or shoring as needed.
 - Ensure all trenches are properly marked and barricaded.
- 3. Electrical Safety:**
- De-energize circuits and follow lockout/tagout (LOTO) procedures during electrical work.
 - Use insulated tools and equipment rated for the voltages being handled.
 - Conduct electrical testing to verify safe conditions before making connections.
- 4. Emergency Response Plan:**
- Maintain a first aid kit and fire extinguishers on-site.
 - Designate an emergency coordinator and provide contact information to all personnel.
 - Ensure all workers are familiar with emergency shutoff procedures for the equipment.

Code Compliance

- 1. National Electrical Code (NEC):**
 - Adhere to NEC requirements for all electrical installations, including wiring methods, overcurrent protection, and grounding.
 - Use listed and labeled materials and equipment in accordance with their intended use.
- 2. Americans with Disabilities Act (ADA):**
 - Install EV chargers and signage to ensure accessibility for individuals with disabilities, including compliant reach heights, clearances, and pathways.
- 3. Payment Card Industry (PCI) Standards:**
 - Ensure any payment systems integrated with the chargers meet PCI compliance for secure handling of payment information.
- 4. Local Codes and Permits:**
 - Obtain all required permits and inspections from local authorities.
 - Comply with additional municipal regulations as specified by the City of Mustang.
- 5. Manufacturer Guidelines:**
 - Install equipment in strict accordance with the manufacturer's specifications and recommendations to ensure warranty compliance and optimal performance.

Quality Assurance

1. Inspection and Testing:

- Perform quality checks at each project milestone, including trenching, conduit installation, wire pulling, and equipment mounting.
- Conduct system testing to verify operational safety and functionality before final commissioning.

2. Documentation:

- Provide as-built drawings and inspection reports to the City of Mustang upon project completion.
- Submit a final compliance checklist to confirm adherence to all relevant codes and standards.

-

Statement of Qualifications

Beall Power Solutions Inc. is a young and dynamic **Oklahoma-based company** committed to delivering high-quality electrical and renewable energy projects. Being local, we understand the unique needs of municipalities in this region and are readily available to provide responsive service and support throughout the project lifecycle. While we do not currently have three similar projects in our portfolio due to the company's recent establishment, our leadership brings extensive experience and expertise to this project.

Our CEO, Noah Beall, personally designed and oversaw the successful completion of a Level 3 EV charger installation for the City of Nichols Hills at their City Hall during his tenure with his previous employer. With over a decade of experience in commercial and industrial electrical systems, including complex infrastructure projects, this type of work is well within his expertise and capabilities.

We are confident that our local presence, skill set, industry knowledge, and dedication to excellence position us to exceed the City of Mustang's expectations and deliver a seamless, high-quality EV charging solution.

Closing Statement

Beall Power Solutions Inc. appreciates the opportunity to submit our proposal for the City of Mustang's Level 3 EV Charging Station Project. We are confident that our expertise in electrical contracting, renewable energy systems, and EV infrastructure uniquely positions us to deliver a reliable, efficient, and code-compliant solution that meets the city's needs.

Our team is committed to maintaining the highest standards of safety, quality, and customer satisfaction throughout the project. We look forward to the opportunity to work with the City of Mustang to enhance its sustainable infrastructure and support the growing adoption of electric vehicles in the community.

If you have any questions or require additional information, please do not hesitate to contact us at your convenience.

Contact Information

Company Name: Beall Power Solutions Inc.

Representative: Noah Beall

Title: CEO

Phone: 405-812-6693

Email: noah@beallpowersolutions.com

We look forward to the possibility of partnering with the City of Mustang on this exciting project. Thank you for your consideration.

Sincerely,

Noah Beall

CEO, Beall Power Solutions Inc.



EXPIRES

2025/02/27

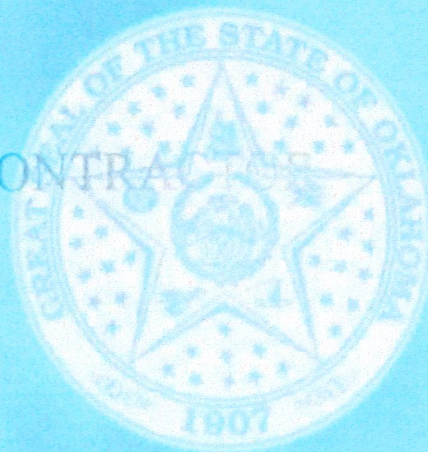
00166326

NOAH C BEALL

UNLIMITED

ELECTRICAL CONTRACTOR

00166326





City of Mustang, Oklahoma

Level III Electric Vehicle Charger Project

Addendum #1

Addendum Date: November 26, 2024

To all bidders of record,

Our records indicate that you were recently provided with a Notice to Bidders document related to the City of Mustang Bid noted above. The purpose of this letter is to advise you that this Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary information differ from those of the original bid documents, this Addendum shall govern and take precedence.

This Addendum has been issued to supplement the information contained in the specifications and provide clarity for the bidders on the following items:

- The City of Mustang has issued Contract and Bonds to enable contractors to review the contract and bonds prior to bidding.
- The City of Mustang has issued an Anticipated Layout Map to provide additional information on the location for installation of the EV chargers.
- The City has issued a list of questions that have been received by potential bidders and the City's response to the questions.

To acknowledge that you have received the additional information included in this Addendum, please sign this document in the appropriate space below and submit this page with your bid proposal.

Reminder of Bid Opening Date and Time: **December 17th, 2024 at 10:00 AM CST.**

Sealed bids will be received in the **Office of the City Clerk, 1501 N. Mustang Rd., Mustang, OK 73064**, until the date and time noted above at which time they will be publicly opened and read aloud.

Sincerely,

Tammi Noblitt
City Clerk
City of Mustang

Receipt of Addendum Number 1 Dated November 26th, 2024 is acknowledged:

Name of Bidder/Company: Beull Power Solutions Inc

Signature of Authorized Bidder: [Handwritten Signature] Date: 12/17/24

BID FORM

The following bid is submitted to the City of Mustang in accordance with the specifications and bid conditions set forth in the bid documents to provide two (2) Level III DC 200kW Electric Vehicle Chargers for the City of Mustang, including installation of all equipment, coordination with utility providers, equipment warranty, installation and provisioning, service and monitoring, and any other materials and services as described in the Bid Specifications.

COMPANY Beall Power Solutions Inc.

REPRESENTATIVE Noah Beall

ADDRESS 16332 E Memorial Rd Luther, OK 73054

EMAIL noah@beallpowersolutions.com PHONE 405-812-6693

PROJECT PRICE \$ 355,000

The contractor is responsible for complete installation and provisioning of all specified materials. Any exceptions to these specifications shall be listed below:

none

Are the following documents attached to this bid proposal? Circle:

- | | | |
|------------------------------------------------------|-------------------------------------|----|
| ▪ Bid Proposal Form | <input checked="" type="checkbox"/> | NO |
| ▪ Statement of Qualifications | <input checked="" type="checkbox"/> | NO |
| ▪ Anti-Collusion Affidavit | <input checked="" type="checkbox"/> | NO |
| ▪ Certificate of Non-Discrimination | <input checked="" type="checkbox"/> | NO |
| ▪ Business Relationship Affidavit | <input checked="" type="checkbox"/> | NO |
| ▪ Certified check cashier's check or bid bond | <input checked="" type="checkbox"/> | NO |
| ▪ Verification of Non-Boycotting of Energy Companies | <input checked="" type="checkbox"/> | NO |

STATEMENT OF QUALIFICATIONS

Proper planning and installation of this project is essential to the public's safety. Therefore, the City of Mustang has determined that it is imperative to engage a company with a history of being in business. Contractor companies must be certified through the Electric Vehicle Infrastructure Training Program (EVITP) and must employ installation technicians that are certified through the Electric Vehicle Infrastructure Training Program (EVITP). The company must be licensed to do business in Mustang, and have all the necessary state licenses.

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

How long has the company been in business in Oklahoma?	<u>1 Year</u>
How many employees?	<u>6</u>
Does the company and its installers maintain EVIPT Certification?	<u>Yes</u>
Does the company have all appropriate state licenses (if applicable)?	<u>Yes</u>
Is the company currently in bankruptcy proceedings?	<u>No</u>

Please list three references in or closest to the Oklahoma City area:

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE #</u>
Ethan Van Meter	- 13431 Broadway Ext. OKC, OK 73144	- 405-248-8919
Dan Andrews	- 800 SE 83rd St OKC, OK 73149	- 405-640-6173
Brant Werdel	- 3805 Baird Dr Edmond, OK 73013	- 918-857-9312

BUSINESS RELATIONSHIP AFFIDAVIT

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

None

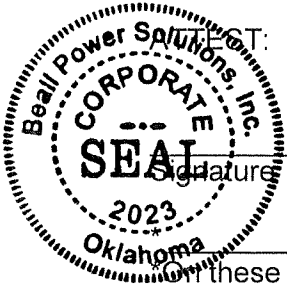
The Bidder further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer, agent, employee, partner or director of the Bidder and any officer or director, agent, employee, or partner of the architectural or engineering firm, or consultant or employee engaged to further the project, or other party to the Project or any official or trustee of any public entity which is a party to the Contract for the Project is as follows:

None

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

None

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



Signature: (Corporate Seal)

Beall Power Solutions Inc.

Name of Corporation or Firm

Signature

* Noah Beall

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

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

STATE OF Oklahoma)

COUNTY OF Oklahoma) SS

Subscribed and sworn before me this 16th day of December, 20 24.

Notary Public

My Commission expires 7/17/28

My Commission number is 24608886



This Affidavit required by Title 61 Oklahoma Statutes Section 108.

ANTICOLLUSION AFFIDAVIT

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

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

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



EST: (Corporate Seal)

Beall Power Solutions Inc.

Name of Corporation or Firm

Noah Beall

Signature

* *Noah Beall*

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

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

STATE OF Oklahoma)

COUNTY OF Oklahoma) SS

Subscribed and sworn before me this 16th day of December, 20 24.

My Commission expires 7/17/28

Notary Public

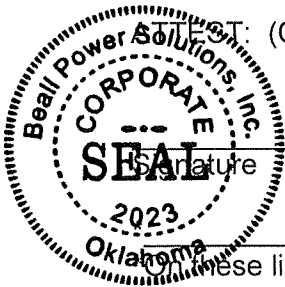


CERTIFICATE OF NONDISCRIMINATION

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

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

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



_____: (Corporate Seal)

Beall Power Solutions Inc.

Name of Corporation or Firm

Noah Beall

Signature

* *Noah Beall*

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

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

STATE OF Oklahoma)

COUNTY OF Oklahoma) SS

Subscribed and sworn before me this 16th day of December, 2024.

Cynthia Beall

Notary Public

My Commission expires 7/17/28

My Commission number is 24008886



VERIFICATION OF NON-BOYCOTTING OF ENERGY COMPANIES

Reference: 74 Okla. Stat. § 12005

STATE OF Oklahoma)

COUNTY OF Oklahoma) ss:

I, Noah Beall (print name), as the agent of Beall Power Solutions Inc. (print company or business name) located at 16332 E Memorial Rd Luther, OK 73054 (address) do hereby swear and affirm that the named company does not boycott energy companies, and will not boycott energy companies during the term of the contract.

Noah Beall (print affiant's full name), being first duly sworn on oath according to law, deposes and states that he/she has read the foregoing AFFIDAVIT OF NON-BOYCOTTING OF ENERGY COMPANIES and that the matters stated herein are true to the best of his/her information, knowledge and belief.

Noah Beall

Affiant's Signature

Noah Beall - CEO

Affiant's Printed Name and Title

SUBSCRIBED AND SWORN to before me this 16th day of December, 2021.

My commission expires: 7/17/28
Cynthia Beall Notary Public



NOTE: For purposes of this affidavit the boycott of energy companies means:
"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or
b. does business with a company described by subparagraph a of this paragraph.



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

Beall Power Solutions Inc.
16332 E Memorial Rd
Luther OK 73054

SURETY:

Westfield Insurance Company
One Park Circle
Westfield Center, OH 44251-5001

OWNER:

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

BOND AMOUNT: \$ Five Percent (5%) of the bid amount

PROJECT:

Level III Electric Vehicle Charger Project

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of December , 2024

Beall Power Solutions Inc.
(Contractor as Principal) *(Seal)*

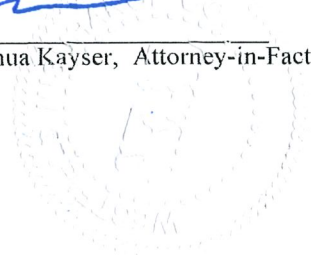
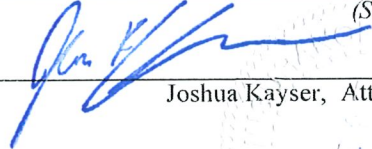
(Witness)

(Title)

Westfield Insurance Company
(Surety) *(Seal)*

(Witness)

(Title) Joshua Kayser, Attorney-in-Fact



CERTIFIED COPY

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

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

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

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

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

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

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

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper**,
National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

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

Notarial
Seal
Affixed



By:

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

State of Ohio
County of Medina ss.:

CERTIFICATE

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this **13th** day of **December** A.D., **2024**

BPOAC
(03-22)



By:

Frank Carrino, *Secretary*



Mustang City Council Agenda Item Report

Meeting Date: February 4, 2025

Submitted by: Ryan Connor

Submitting Department: Community Development

Item Type: Approval

Agenda Section: DISCUSSION ITEMS

Subject Title:

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

Recommendation:

Vote to Approve or Deny Preliminary Plat

Initiator:

Ryan Conner, City Planner

Background:

Planning Commission voted on the January 14th regular Planning Commission to unanimously recommend approval of the Preliminary Plat to City Council for the February 4th regular meeting.

Project Description: The applicant on behalf of the owner has submitted a Preliminary Plat for the property currently known as the Riverwood PUD, located in the 200-500 Block of E. SW 89th St on the North side of the road. This development, Riverwood, had the PUD/Zoning approved by the Planning Commission and City Council in October/November of 2024 as a larger lot duplex style development utilizing private septic systems within ODEQ guidelines. The Preliminary Plat for the roughly 43 acre tract of land has followed the approved PUD Master Development Plan Map and made a total of 61 lots which would provide 122 total units with the duplexes.

The Preliminary Plat provides for the common area spaces for the park, basketball/pickleball court, and small walking trails. In addition, the plat more clearly defines the two entrance points from SW 89th St with the divided roadway. The Plat shows the location of the waterline and proposed fire hydrants. Both the City Engineer's office and the Fire Marshall's office have reviewed and recommended approval of the submitted plat.

Character of Neighborhood: This is a vacant area with Residential areas surrounding the subject property.

Zoning and Uses of Property Nearby: This property is surrounded by R-1 Zoned property to the North and Agricultural Property to the West and East.

Conformance with Long-Range Plan: The long-range plan calls for Residential small.

Utilities and Services: The development will utilize and construct public water but use private septic from ODEQ approved systems. Public streets will be constructed and dedicated.

Financial Impact:

0

Staff Comments:

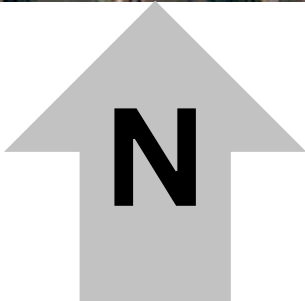
Staff recommends approval of this Preliminary Plat.

Attachments:

- (1) [Riverwood location map.pdf](#)
- (2) [Riverwood PP 12.17.24.pdf](#)
- (3) [Recommendation of Approval - Riverwood Dev.pdf](#)
- (4) [Recommendation of Approval - Fire Marshall.pdf](#)
- (5) [Riverwood DRAFT PC Minutes 1-14-25.pdf](#)

Riverwood PUD

Request: Preliminary Plat



Disclaimer: This product is for informational purposes only and it is NOT suitable for legal, engineering, or surveying purposes. The City of Mustang does not assume any responsibility for any errors, deficiencies, defects, omissions, or inaccuracies in the data.

LEGAL DESCRIPTION

A tract of land situated within a portion of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Eleven North (T11N), Range Five West (R5W), of the Indian Meridian (I.M.), City of Mustang, Canadian County, Oklahoma, said tract being more particularly described as follows:

BEGINNING at the Southeast corner of said SW/4; thence
 S89°54'59"W with the South line of said SW/4 a distance of 1659.33 feet; thence
 N00°05'16"W a distance of 1146.76 feet; thence
 S88°45'15"E a distance of 1654.44 feet to the East line of said SW/4; thence
 S00°21'50"E with said East line a distance of 1108.38 feet to the POINT OF BEGINNING.

Said tract contains 1,867,938 Sq Ft or 42.88 Acres, more or less.

LEGAL DESCRIPTION - COMMON AREA A

A tract of land situated within a portion of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Eleven North (T11N), Range Five West (R5W), of the Indian Meridian (I.M.), City of Mustang, Canadian County, Oklahoma, said tract being more particularly described as follows:

COMMENCING at the Southeast corner of said SW/4; thence
 S89°54'59"W with the South line of said SW/4 a distance of 1488.19 feet; thence
 N00°05'01"W a distance of 893.46 feet to the POINT OF BEGINNING; thence

S89°54'59"W a distance of 171.20 feet; thence
 N00°05'16"W a distance of 253.30 feet; thence
 S88°45'15"E a distance of 237.96 feet; thence
 S00°05'01"E a distance of 175.59 feet to a point on a non-tangent curve to the left; thence
 128.68 feet along the arc of said curve having a radius of 52.00 feet, subtended by a chord of 98.27 feet which bears S42°38'50"W to the POINT OF BEGINNING.

Said tract contains 54,684 Sq Ft or 1.26 Acres, more or less.

LEGAL DESCRIPTION - COMMON AREA B

A tract of land situated within a portion of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Eleven North (T11N), Range Five West (R5W), of the Indian Meridian (I.M.), City of Mustang, Canadian County, Oklahoma, said tract being more particularly described as follows:

COMMENCING at the Southeast corner of said SW/4; thence
 S89°54'59"W with the South line of said SW/4 a distance of 690.51 feet; thence
 N00°05'01"W a distance of 953.00 feet to the POINT OF BEGINNING; thence

S89°54'59"W a distance of 250.00 feet; thence
 N00°05'01"W a distance of 177.07 feet; thence
 S88°45'15"E a distance of 250.07 feet; thence
 S00°05'01"E a distance of 171.27 feet to the POINT OF BEGINNING.

Said tract contains 43,543 Sq Ft or 1.00 Acres, more or less.

LEGAL DESCRIPTION - COMMON AREA C

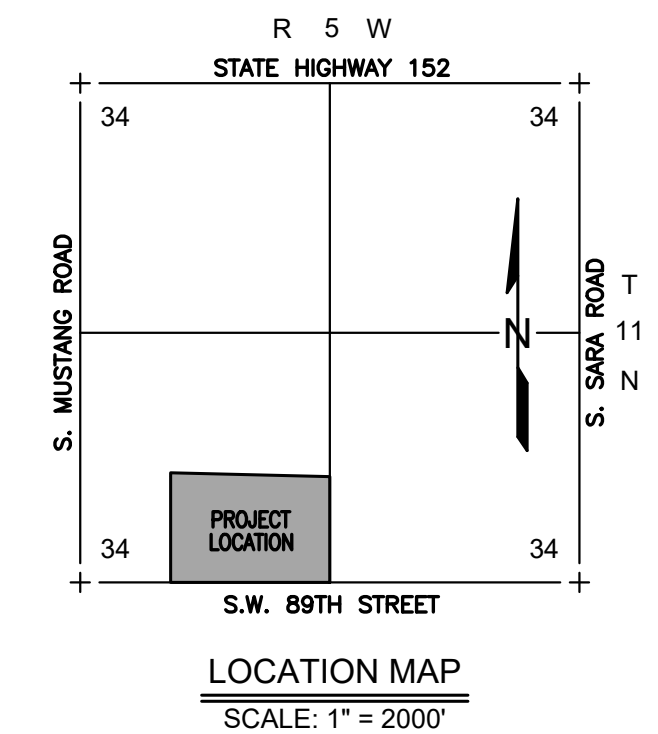
A tract of land situated within a portion of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Eleven North (T11N), Range Five West (R5W), of the Indian Meridian (I.M.), City of Mustang, Canadian County, Oklahoma, said tract being more particularly described as follows:

COMMENCING at the Southeast corner of said SW/4; thence
 S89°54'59"W with the South line of said SW/4 a distance of 580.35 feet; thence
 N00°05'01"W a distance of 50.00 feet to the POINT OF BEGINNING; thence

S89°54'59"W a distance of 282.00 feet; thence
 N00°05'01"W a distance of 200.00 feet; thence
 N89°54'59"E a distance of 282.00 feet; thence
 S00°05'01"E a distance of 200.00 feet to the POINT OF BEGINNING.

Said tract contains 56,400 Sq Ft or 1.29 Acres, more or less.

**PRELIMINARY PLAT
 OF
 RIVERWOOD
 A PART OF THE SW/4 OF SECTION 34, T11N, R5W, I.M.
 MUSTANG, CANADIAN COUNTY, OKLAHOMA**



PROJECT OWNER AND DEVELOPER:
 Mustang 42, LLC
 6180 Boucher Drive
 Edmond OK, 73034
 PH: 405.509.6725, Ext. 125

LEGEND

EX.	EXISTING
R/W	RIGHT-OF-WAY
BL	BUILDING LIMIT LINE
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
C/A	COMMON AREA
(ESMT.)	EASEMENT
L.N.A.	LIMIT OF NO ACCESS
↔↔	FIRE HYDRANT

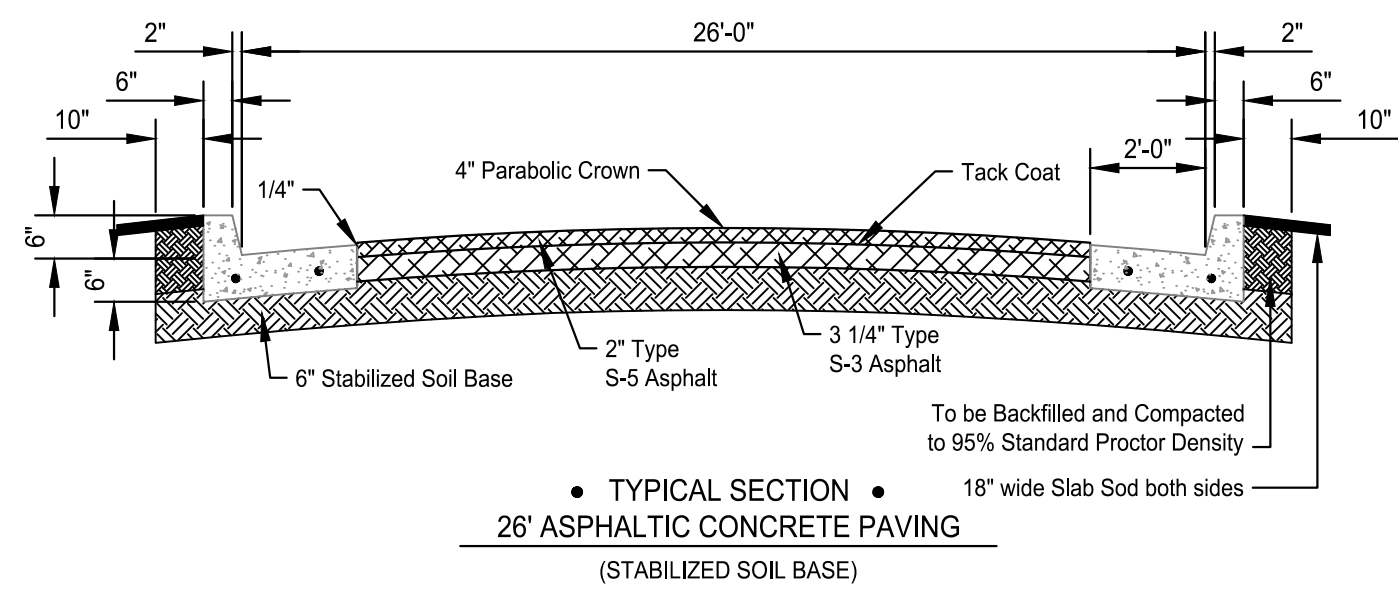
- NOTES**
- The Common Areas, drainage ways and drainage facilities, including, but not limited to the detention areas encompassed within the Riverwood subdivision (herein, the "Common Areas"), shall be jointly owned and maintained by the owners of the lots within the Riverwood subdivision. The maintenance obligations may be organized through a Property Owners Association. The Property Owners Association shall, at a minimum, include as members the current owners of tracts within the platted area and shall exist in perpetuity. The obligation to maintain the Common Areas is intended to benefit and may be enforced by the City of Mustang. The joint ownership interest in the Common Areas attributable to each lot shall be an appurtenance to each lot within the Riverwood subdivision and shall not be separately conveyed from any lot. No structures, storage of material, grading, fill, or other obstructions, including fences, either temporary or permanent, that shall cause a blockage of flow or and adverse effect on the functioning of the storm water facility, shall be placed within the Common Areas intended for the use of conveyance of storm water, and/or drainage easements shown. Certain amenities such as, but not limited to walks, benches, piers, and docks, shall be permitted if installed in a manner to meet the requirements specified above and comply with Chapter 50 of the Mustang Code of Ordinances.
 - A sidewalk shall be required on each lot and must be installed prior to the issuance of an Occupancy Permit as required by the Mustang Code of Ordinances.
 - Sidewalks along Common Areas are the responsibility of the Developer and must be installed prior to the issuance of any Occupancy Permits. Arterial sidewalks will be provided in accordance with sidewalk ordinances.
 - In addition to other landscaping requirements of the Mustang Code of Ordinances, if the garage front is designed so that the garage door extends beyond the front wall of the dwelling, screening shall be provided by planting either one 3 inch caliper deciduous tree or two 1.5 inch caliper trees in the front yard, prior to the issuance of a certificate of occupancy for the affected lot.
 - All existing and proposed easements tied to lot corners on final plats.

COMMON AREAS:

C/A 'A'	1.26 ACRES
C/A 'B'	1.00 ACRES
C/A 'C'	1.29 ACRES
TOTAL C/A (SITE)	3.55 ACRES

LOT COUNT:

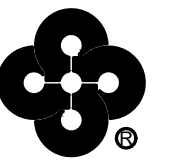
DUPLIX	61 LOTS, 122 UNITS
DUPLIX	42.88 ACRES
RESIDENTIAL DENSITY	2.85(DU/AC.) - 0.35(AC./DU)



DRAWING: C:\DRAWING\JANAS\BIB\PROJECTS\OKLAHOMA\PRELIMINARY PLAT\PRELIMINARY PLAT.DWG

**PRELIMINARY PLAT
 RIVERWOOD**

300 Pointe Parkway Blvd.
 Yukon, Oklahoma 73099

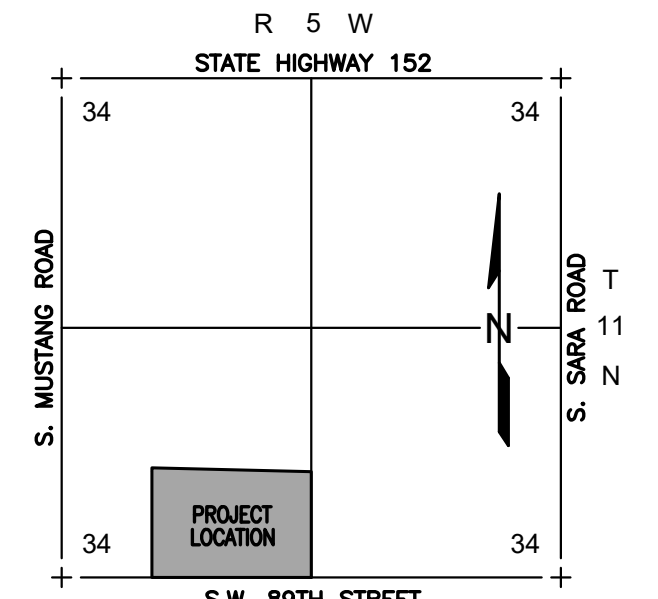
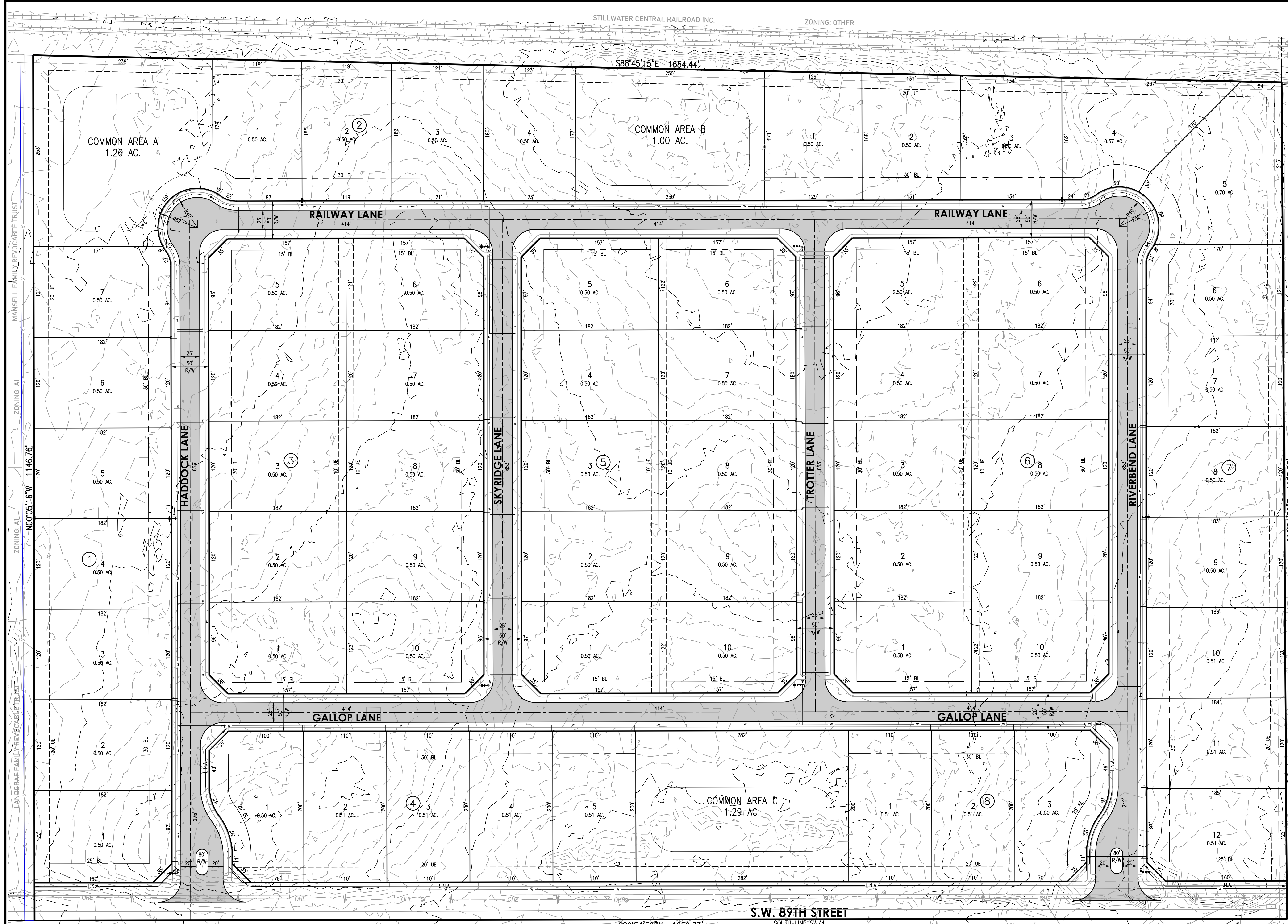


Crafton Tull
 architecture | engineering | surveying
 405.787.6270 | 405.787.6276
 www.craftontull.com

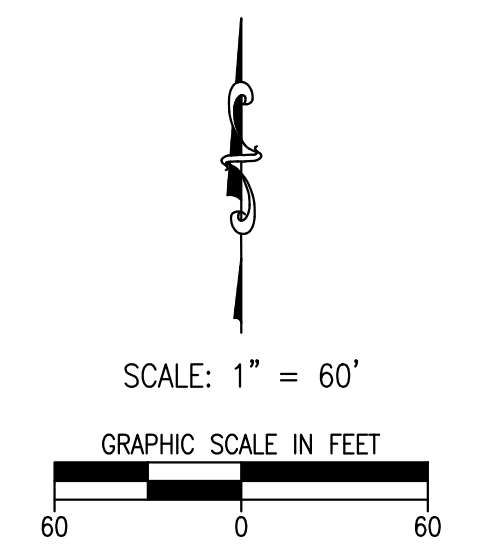
SHEET NO.: 1 OF 3
DATE: 12/17/24
PROJECT NO.: 24604800

CERTIFICATE OF AUTHORIZATION:
 CA 173 (P&E) EXPIRES 6/30/2026

PRELIMINARY PLAT
OF
RIVERWOOD
A PART OF THE SW/4 OF
SECTION 34, T11N, R5W, I.M., MUSTANG
CANADIAN COUNTY, OKLAHOMA



LOCATION MAP
SCALE: 1" = 2000'



POINT OF BEGINNING
SE CORNER OF THE SW/4
SECTION 34, T11N, R5W, I.M.

PRELIMINARY PLAT
RIVERWOOD

300 Points Parkway Blvd.
Yukon, Oklahoma 73099

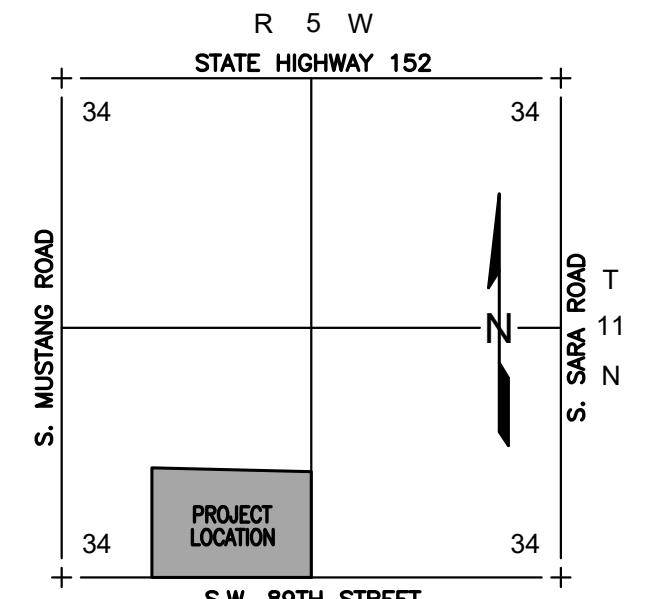
Crafton Tull
architecture | engineering | surveying
405.787.6270 | 405.787.6276 | www.craftontull.com

SHEET NO.: 2 OF 3
DATE: 12/17/24
PROJECT NO.: 24604800

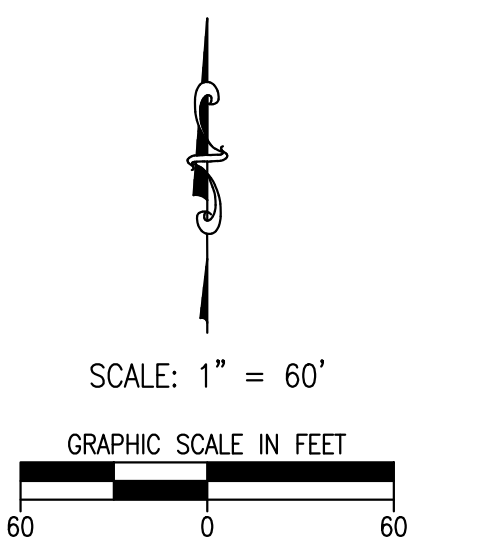
CERTIFICATE OF AUTHORIZATION:
CA 973 (PRELU) EXPIRES 6/30/2026

DRAWING: G:\DRAWING\LANDGRAFF\FAMILY REVOCABLE TRUST\PRELIMINARY PLAT.dwg

PRELIMINARY PLAT
OF
RIVERWOOD
A PART OF THE SW/4 OF
SECTION 34, T11N, R5W, I.M., MUSTANG
CANADIAN COUNTY, OKLAHOMA



LOCATION MAP
SCALE: 1" = 2000'

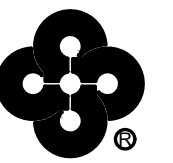


LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	50.00'	N00° 05' 01"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	128.68'	52.00'	141°47'05"	N42° 38' 50"E	98.27'



SE CORNER OF THE SW/4
SECTION 34, T11N, R5W, I.M.

PRELIMINARY PLAT RIVERWOOD	
 <p>Crafton Tull architecture engineering surveying 405.787.6270 405.787.6274 www.craftontull.com</p>	<p>300 Pointe Parkway Blvd. Yukon, Oklahoma 73099</p> <p>SHEET NO.: 3 OF 3 DATE: 12/17/24 PROJECT NO.: 24604800</p>

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January 2, 2025

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

**RE: Riverwood
Mustang, Oklahoma**

Dear Ms. Helsel:

CGE has completed its review of the revised Preliminary Plat dated 12/11/2024 and Drainage Report dated 11/12/2024 for the subject residential development project. The final subject plans and calculations will be submitted by Crafton Tull for your attention.

Please accept this letter as a formal recommendation of approval of the Preliminary Plat and Drainage Report for the Riverwood development per the City of Mustang's Regulations and Ordinances.

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

Sincerely,

COWAN GROUP ENGINEERING, LLC

A handwritten signature in blue ink that reads 'Brian Schwegal'.

Brian Schwegal, PE
Project Manager

BSS/crk

Cc: Kendall W. Dillon, P.E. – Engineer of Record – Crafton Tull

Mustang Fire Department
465 W. SH 152
Mustang, OK 73064



Phone: 405-376-7717
Fax: 405-376-7727
ehalter@cityofmustang.org

MEMORANDUM

To: Community Development Department

From: Eric Halter, Fire Marshal

Date: December 17, 2024

RE: Preliminary Plat of Riverwood

The Fire Prevention Department has reviewed the plans for the preliminary plat of Riverwood and requires the following:

1. Fire Protection Water Supply shall be installed and operational prior to combustibles arriving on site. (IFC 508.1)
2. All access roads and turnarounds shall comply with adopted Appendix D (Fire Apparatus Access Roads) of the IFC.
3. All Fire apparatus access roads shall not exceed 10 percent in grade. (IFC Appendix D103.2).
4. All the street names need to end in Lane.

**PLANNING COMMISSION
MINUTES JANUARY 14, 2025**

The Mustang Planning Commission met in a regular session on Tuesday, January 14, 2025 at 7:00 p.m. at the Mustang Municipal Building, City Council Chambers at 1501 N. Mustang Road.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

MEMBERS PRESENT: Jay Adams, Susan Dobbins, Jesse Bratton, Billy McDaniel, Jerry Brown, Aaron Spiegel

MEMBERS ABSENT: Brant O'Daniel

STAFF / EX OFFICIOS PRESENT: Ryan Conner, City Planner
Justin Goodwin, Audio-Visual/Bldg. Inspector
Jonathan Miller, City Attorney

IV. APPROVAL OF MINUTES: Commissioner **Jesse Bratton** made a motion to approve the minutes from the November 12, 2024 meeting. Commissioner **Jerry Brown** seconded the motion. The motion was approved unanimously.

V. INTRODUCTION OF GUESTS AND VISITORS/HEARING OF CITIZENS AND DELEGATES

None.

VI. PUBLIC HEARING, DISCUSSION, CONSIDERATION AND RECOMMENDATION ON:

Chairman Billy McDaniel read the first item on the agenda.

1. Preliminary Plat – PP-12-17-24-1-34 – Riverwood

Applicant:	Crafton Tull - Engineer
Owner(s):	Mustang 42, LLC
Location:	200-500 Block of E. SW 89 th St
Current Zoning:	R-2, Two Family Planned Unit Development
Tract Info:	42.88 acres – 61 lots – 122 Total Dwelling Units

Ryan Conner, City Planner addressed the Planning Commission with the staff report. He explained that the Planned Unit Development (PUD) titled “Riverwood” on SW 89th St was approved by the City Council last month. The submitted Preliminary Plat followed the Master Development Plan Map that was approved with the PUD, which created 61 lots, 122 dwelling units, for the duplex community. **Mr. Conner** said that staff reviewed the Preliminary Plat in addition to the Fire Marshall and City Engineer. He said that all Section 106 subdivision requirements were adhered to and that staff recommends approval.

Commissioner Jerry Brown asked **Mr. Conner** about the fencing that was approved with the PUD and when that would be implemented.

Mr. Conner said that all of the PUD stipulations would be constructed during the build-out phase of the development and prior to any building permits being issued.

Mr. Brown asked if there were any changes to the development.

Mr. Conner answered that no changes to the approved PUD have been made.

Caleb Smith with Crafton Tull Inc, the applicant, addressed the Planning Commission on the item.

Mr. Smith recapped the details of the Riverwood development. He explained the density coverages for the subdivision and the elements that were approved to be in the Common Areas. He addressed the fencing requirements that were added as part of the approval, saying they will be installed as approved. He wanted reiterate that the Preliminary Plat matches exactly to the template of the Master Development Plan map of the approved PUD.

Public Hearing Closed.

No further discussion amongst the Commission.

Commissioner Jay Adams made a motion to recommend approval of the application. **Mr. Brown** seconded the motion.

A roll call vote was taken:

Mr. Adams	Yay
Mr. Brown	Yay
Mr. Spiegel	Yay
Ms. Dobbins	Yay
Mr. Bratton	Yay
Mr. McDaniel	Yay

Motion passed. **Mr. McDaniel** announced that the agenda item would proceed to the City Council meeting on February 4th, 2025.



Mustang City Council Agenda Item Report

Meeting Date: February 4, 2025

Submitted by: Ryan Connor

Submitting Department: Community Development

Item Type: Approval

Agenda Section: DISCUSSION ITEMS

Subject Title:

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

Recommendation:

Vote to Approve or Deny Preliminary Plat

Initiator:

Ryan Conner, City Planner

Background:

Planning Commission voted on the January 14th regular Planning Commission to unanimously recommend approval of the Preliminary Plat to City Council for the February 4th regular meeting.

Project Description: The applicant on behalf of the owner has submitted the Preliminary Plat associated with the approved Planned Unit Development titled "Calvary Court". This is a townhome style development situated approximately 500 ft West of the intersection of Czech Hall Rd and State Highway 152 on the South side of the highway. The 2.32 acre - 1 lot development was approved to have four (4) buildings constructed with four (4) attached units in each building totaling to sixteen (16) total units on the property. The PUD concept revision was approved in May of 2024 and reduced the total amount of units that was previously approved by a PUD in 2021 which had twenty (20) total units. The PUD kept the previously approved amenities of the gazebo and dog park on the South end of the property. The newly revised version of the PUD made the units within the buildings themselves sellable instead of having them set up for leasing. In essence, there will be 16 individual condo unit owners with a Declaration set up for their continued existence and maintenance.

Part of the PUD approval required the Declarations to be crafted and approved by City Staff prior to the

platting so that the language would guarantee certain requirements under the Unit Ownership Estate Act in State Statutes. Those Declarations can be found here instead of attached to this agenda packet because of their length -

[https://core-docs.s3.us-east-](https://core-docs.s3.us-east-1.amazonaws.com/documents/asset/uploaded_file/3479/community/5161153/Calvary_Court_-_Declaration_of_Unit_Ownership_Estate__City_Submission_Copy___1.7.25__62634660.1_.pdf)

[1.amazonaws.com/documents/asset/uploaded_file/3479/community/5161153/Calvary_Court_-_Declaration_of_Unit_Ownership_Estate__City_Submission_Copy___1.7.25__62634660.1_.pdf](https://core-docs.s3.us-east-1.amazonaws.com/documents/asset/uploaded_file/3479/community/5161153/Calvary_Court_-_Declaration_of_Unit_Ownership_Estate__City_Submission_Copy___1.7.25__62634660.1_.pdf)

Staff decided to let the Preliminary and Final Plat run together at the same meeting with this property because of it only having one lot. Staff reviewed the Plats and had several revisions. One of the major areas of focus deals with the Private Drive running through the middle of the four buildings. This is not a public street maintained by the City, but rather a private access easement in addition to being a Utility Easement. Typically, utilities such as water and sewer are placed within separate dedicated 20 ft easements, but because of the issues with service lines and access, staff believes allowing the entire 60 ft wide easement to double as an access easement and utility easement would suffice. This allows for easier access for City crews to maintain the water and sewer lines but also allows specific language in the notes of the plat that discusses the maintenance of these lines and how the paving is not to be maintained by the City.

The City Engineer's office and the Fire Marshall's office have recommended approval of the plats.

Character of Neighborhood: This is a vacant area with Commercial area to the East, Residential to the West, and vacant land to the South.

Zoning and Uses of Property Nearby: This property is surrounded by C-2 Zoning, R-E Zoning, and R-4 Zoning.

Conformance with Long-Range Plan: The long-range plan calls for Commercial.

Utilities and Services: The development will utilize and construct public water and sewer.

Financial Impact:

0

Staff Comments:

Staff recommends approval of the Preliminary Plat

Attachments:

(1) [Location Map - Calvary Court.pdf](#)

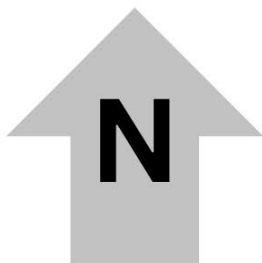
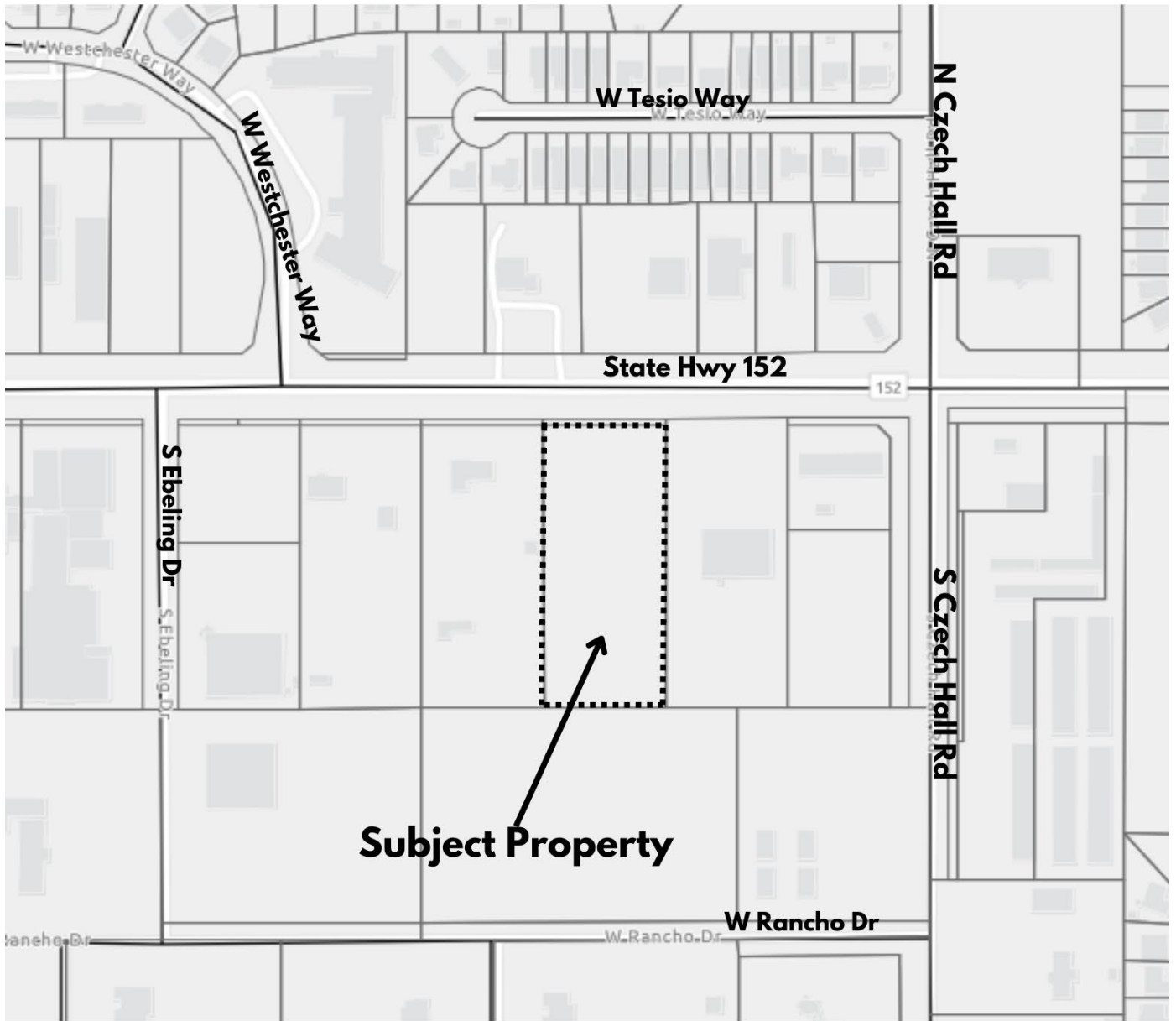
(2) [Calvary Court - Preliminary Plat - 1-14-2025 - FINAL VERSION.pdf](#)

(3) [City Engineer Recommendation - Calvary Court.pdf](#)

(4) [Fire Marshall Recommendation - Preliminary Plat of Calvary Court.pdf](#)

(5) [Calvary Court PP - DRAFT PC Minutes 1-14-25.pdf](#)

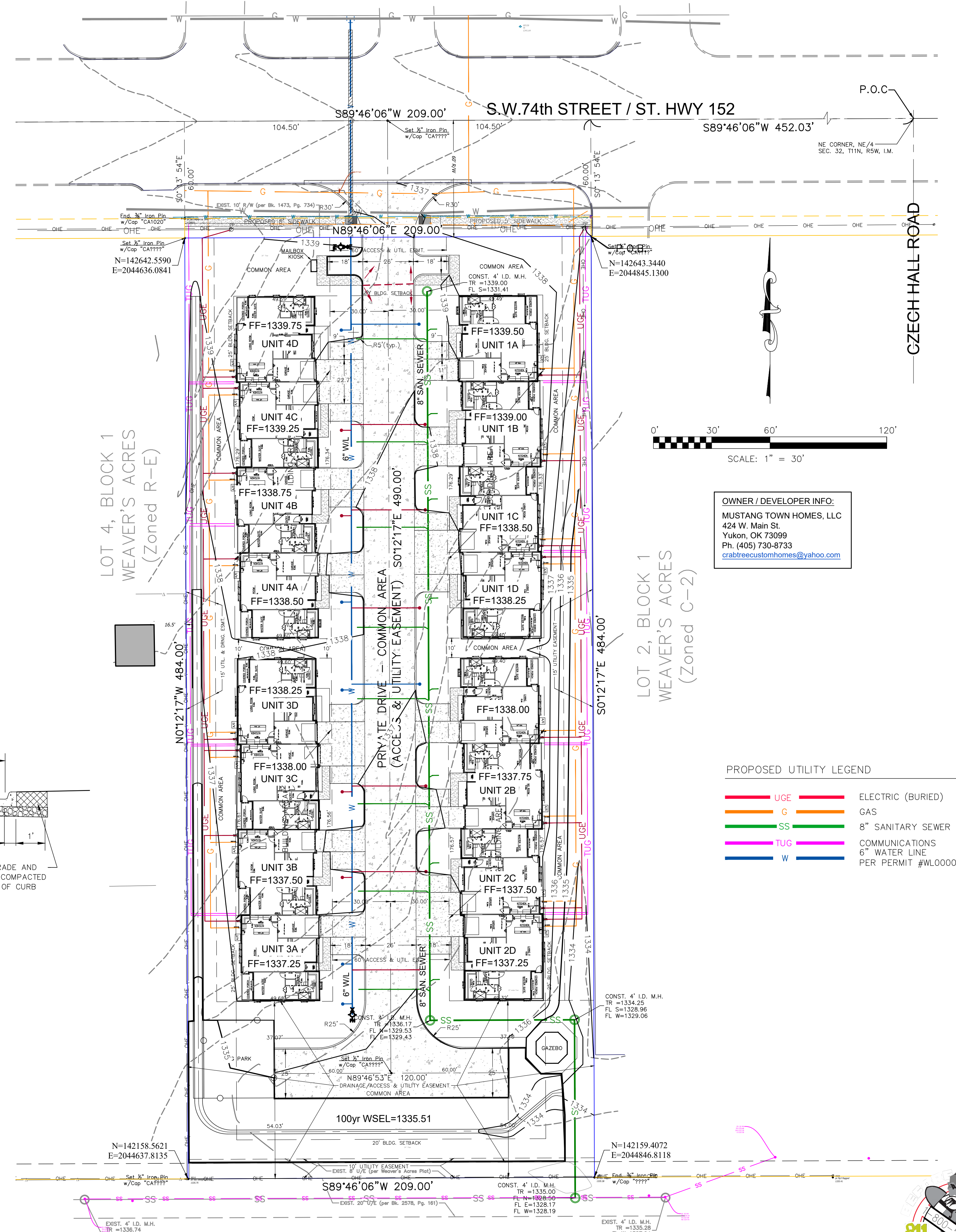
Calvary Court Location Map



Disclaimer: This product is for informational purposes only and it is NOT suitable for legal, engineering, or surveying purposes. The City of Mustang does not assume any responsibility for any errors, deficiencies, defects, omissions, or inaccuracies in the data.

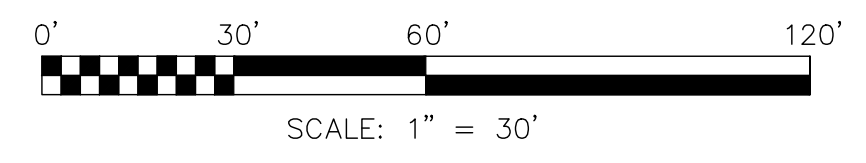
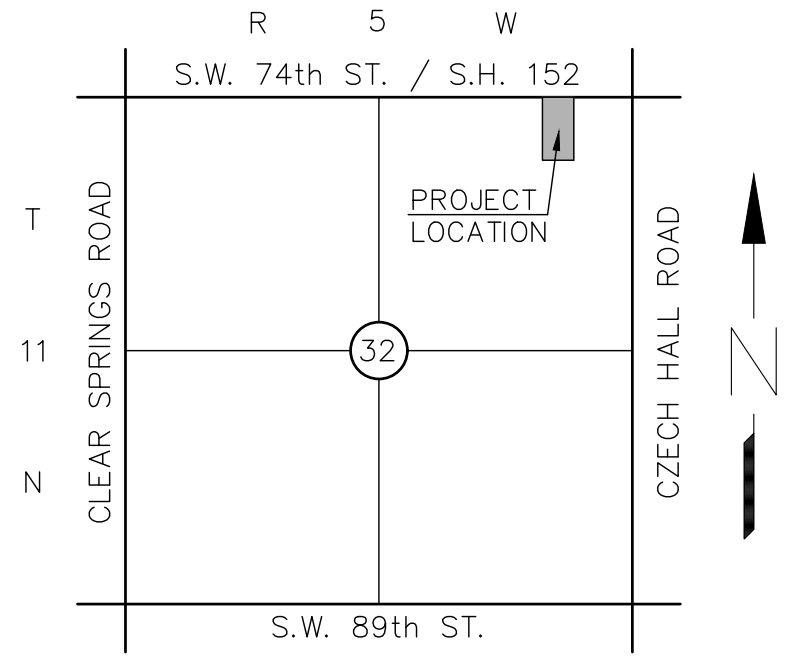
NOTES:

1. THAT as the owner of the title to said land which is shown and described on the final plat of Calvary Court, does hereby create a Private Drive Easement for the use and benefit of the property owners within said final plat; and, as owner, further grants to the City of Mustang, a utility easement, fire lane, and access easement for police, fire and other emergency vehicles over, under, across and upon said Private Drive Easement as shown hereon. The undersigned owners guarantee a marketable title to the Private Drive Easement and Utility Easements, subject to mineral reservations and rights-of-way and restrictions of record.
2. ALL MAINTENANCE OF THE COMMON AREAS (INCLUDING LIMITED COMMON ELEMENTS AND GENERAL COMMON ELEMENTS) WITHIN CALVARY COURT SHALL BE THE RESPONSIBILITY OF THE UNIT OWNERS AS THOSE TERMS ARE DEFINED IN, AND PURSUANT TO, THE PROVISIONS OF THE "DECLARATION OF UNIT OWNERSHIP ESTATE FOR CALVARY COURT" AS FILED OF RECORD WITH THE CANADIAN COUNTY CLERK, BOOK _____ PAGE _____. THE OBLIGATION TO MAINTAIN THE COMMON AREAS (INCLUDING LIMITED COMMON ELEMENTS AND GENERAL COMMON ELEMENTS) IS INTENDED TO BENEFIT, AND MAY BE ENFORCED BY, THE CITY OF MUSTANG.
3. The physical paving width of the Private Drive shall be limited to the center 30 feet of the 60 foot wide Private Drive/Common Area/ Access & Utility Easement.
4. That the areas indicated on said plat as Utility Easements and Common Areas are hereby dedicated for the purpose of locating, constructing, erecting, maintaining, conducting and performing any public or quasi-public utility function or service above or beneath the surface of the ground, with rights of ingress and egress at any time for the purpose of installation, repair, operation and removal of any such public or quasi public utility. Section 106-300(4)(c) shall apply to any private improvements on utility easements.
5. Section 106-300(c) of the Mustang Municipal Ordinances regarding the placement of private improvements, including driveways, over Utility Easements shall apply. If the Private Drive or driveways are placed upon the utility easement, the property owner shall be responsible for replacement or repair of the Private Drive or driveways when utilities must be repaired or replaced. Private service lines traversing underneath the Private Drive shall be placed in a way that access is not directly under driveways. Private maintenance responsibility for the sewer service lines shall begin at the tap from the main sewer trunk line.
6. That said property covered by said plat and dedication is covered by, and subject to certain restrictions, reservations and covenants in the Declaration of Unit Ownership Estate for Calvary Court to be filed of record prior to the filing of the Final Plat. In event of any conflict between any notes on the Preliminary Plat and the Declaration, the Preliminary Plat shall prevail.
7. Shared Utility Access Acknowledgement
As owner(s) of the described property, we do hereby acknowledge we have been informed of the requirement for access to certain utility services across said property and, I/We will be responsible for conveying this information to future homeowners, homebuilders and other responsible parties acknowledging compliance with the aforementioned requirements which are hereby made a part of this Preliminary Plat.

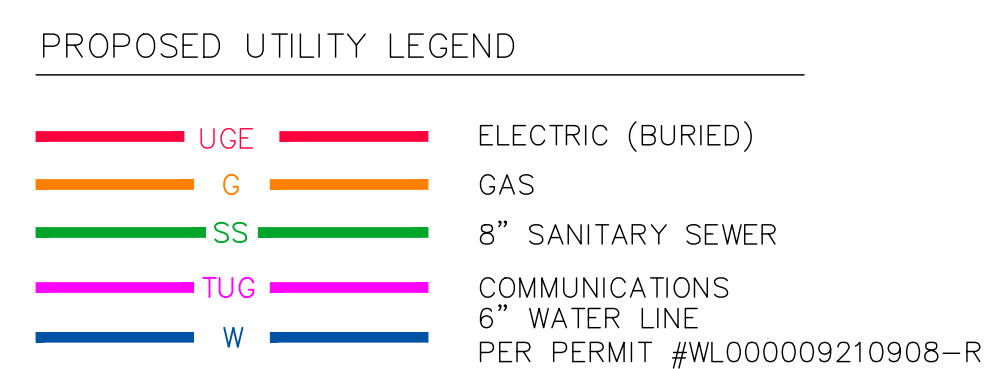


PRELIMINARY PLAT CALVARY COURT

A REPLAT OF LOT 3, BLOCK 1, WEAVER'S ACRES
A PART OF THE NE/4, SECTION THIRTY TWO (32)
T-11-N, R-5-W, I.M.
MUSTANG, OKLAHOMA



OWNER / DEVELOPER INFO:
MUSTANG TOWN HOMES, LLC
424 W. Main St
Yukon, OK 73099
Ph. (405) 730-8733
crabtreecustomhomes@yahoo.com



Legal Description - CALVARY COURT
A replat of Lot 3, Block 1, WEAVER'S ACRES, being a part of the NE/4 Section thirty-two (32), Township Eleven North (T-11-N), Range Five West (R-5-W), of the Indian Meridian, City of Mustang, Canadian County, Oklahoma, recorded in Book 3, Page 29, Canadian County; being more particularly described as follows:

Commencing at the Northeast corner of said NE Quarter (NE/4);

THENCE S 89°46'06" W, along the North line of said NE/4, a distance of 452.03 feet;

THENCE S 00°13'54" E, a distance of 60.00 feet to a point on the South right-of-way line of State Highway 152, the same being the POINT OF BEGINNING;

THENCE S 00°12'17" E, along the East line of said Lot 3, a distance of 484.00 feet to the Southeast corner of said Lot 3;

THENCE S 89°46'06" W, along the South line of said Lot 3, a distance of 209.00 feet to the Southwest corner of said Lot 3;

THENCE N 00°12'17" W, along the West line of said Lot 3 a distance of 484.00 feet to a point on the South right-of-way of State Highway 152;

THENCE N 89°46'06" E, along the South line of State Highway 152, a distance of 209.00 feet to the Point of Beginning.

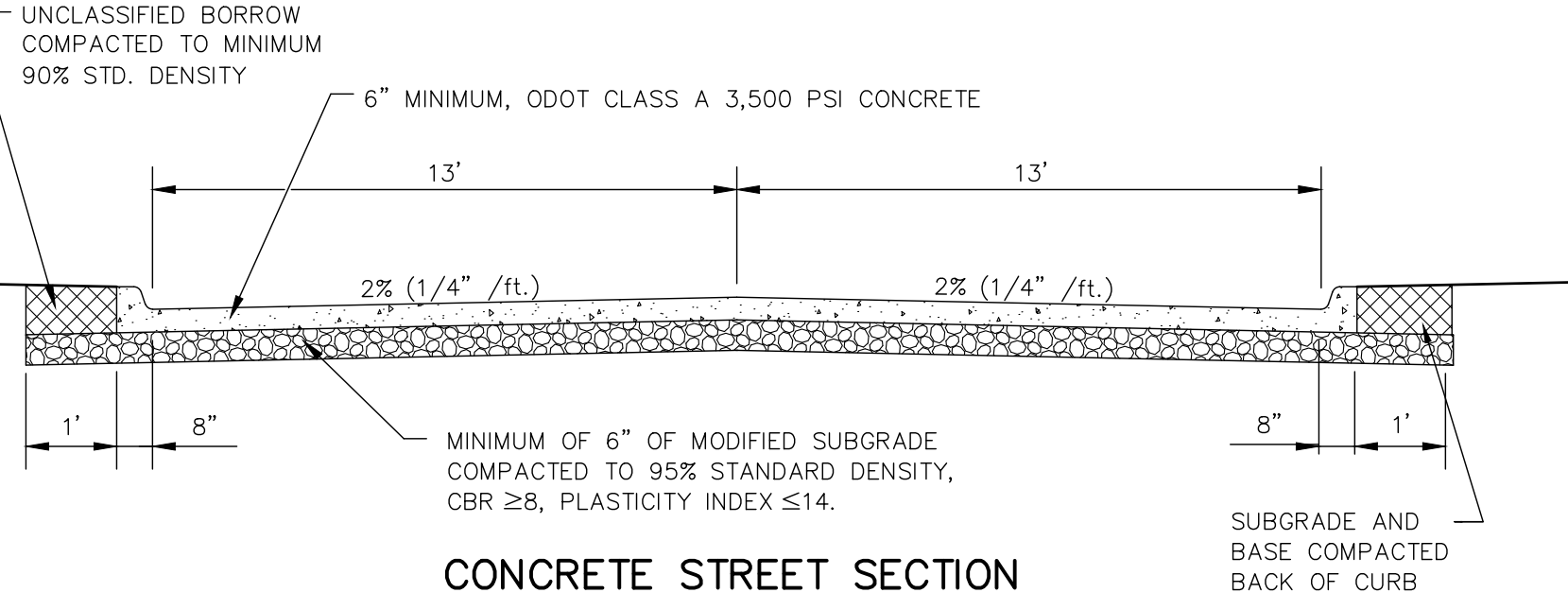
The above described tract containing 101,156 square feet or 2.32 acres, more or less.

COMMON AREA = 1.52 acres, more or less.

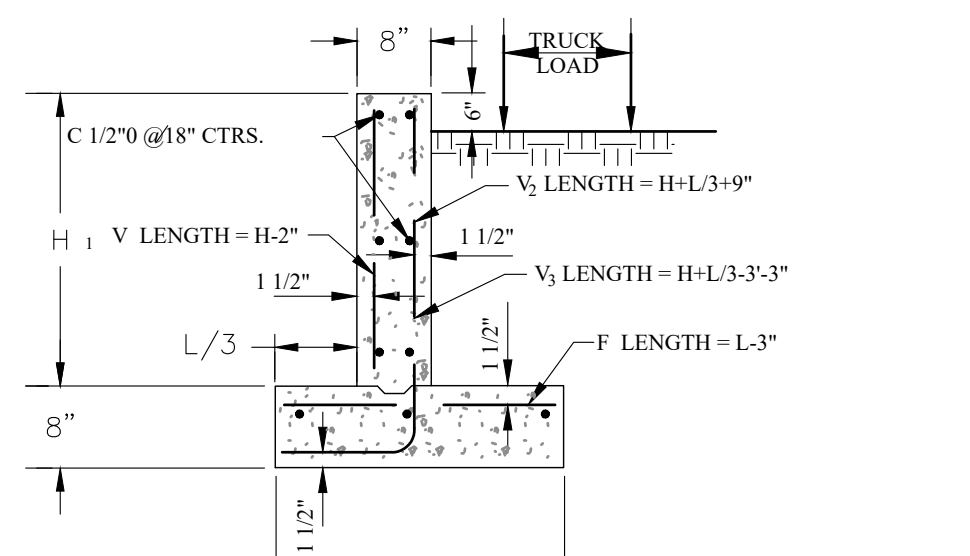
NOTE:
SURVEY PROVIDED BY GOLDEN LAND SURVEYING ON 2/15/2024. RED PLAINS ASSUMES NO LIABILITY IN THE ACCURACY THEREOF.

CALL OK! PRIOR TO DIGGING: 811 or 1-800-522-6543

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY SURFACE INFORMATION AND RECORD DRAWINGS. ENGINEER AND SURVEYOR MAKE NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE UNDERGROUND UTILITIES ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE; HOWEVER, ENGINEER AND SURVEYOR FURTHER DO NOT GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED EITHER VERTICALLY OR HORIZONTALLY. ENGINEER AND SURVEYOR HAVE NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES BY PROBING, EXCAVATING, HYDRO-VAC, OR BY ANY OTHER MEANS.



CONCRETE STREET SECTION



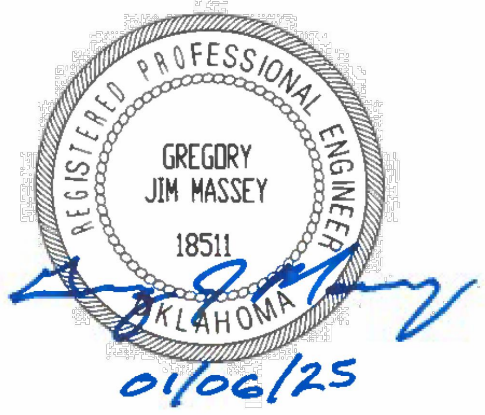
RETAINING WALL - TYPE III B

DESIGN NO.	H	L	F BAR SIZE SPC.	C BAR NO. REQ'D.	V1 BAR SIZE SPC.	V2 BAR SIZE SPC.	V3 BAR SIZE SPC.	QUANTITIES	REIN. STEEL LBS PER L.F.	CONC. CY. PER L.F.
2	2'-0"	2'-0"	1/2" @ 12"	6	1/2" @ 18"	1/2" @ 12"			8.28	0.099
3	3'-0"	2'-5"	1/2" @ 12"	8	1/2" @ 18"	1/2" @ 12"		11.10	0.134	
4	4'-0"	3'-1"	1/2" @ 12"	9	1/2" @ 18"	1/2" @ 12"		13.47	0.175	
5	5'-0"	3'-9"	1/2" @ 12"	11	1/2" @ 18"	1/2" @ 12"		16.51	0.216	

MUSTANG ASSEMBLY OF GOD
(Zoned R-4)

CALVARY COURT
950 W. S.H. 152-LOT3, BLOCK 1-WEAVERS ACRES
MUSTANG, OKLAHOMA

RED PLAINS
PROFESSIONAL, INC.
CIVIL ENGINEERING • GIS • PLANNING • CONSTRUCTION MANAGEMENT
www.red-plains.com



Red Plains Professional, Inc.
2933 S. Bryant Avenue
Edmond, Oklahoma, 73013
Telephone: (405) 341-4031
FAX: (405) 341-4037

CERTIFICATE OF AUTHORIZATION
NO. 2926
JUNE 30, 2025

NO.	DATE	REVISIONS	DESCRIPTION

PROJ. NO. 21553
SHEET NO.



July 17, 2024

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

**RE: Calvary Court – Change Order No. 1
Mustang, Oklahoma**

Dear Ms. Helsel:

CGE has completed its review of the Change Order No. 1 Plans to reduce the number of public water services within the subject development from 20 to 16 the subject residential development project dated June 6, 2024. The final subject plans will be submitted by Red Plains, Inc to your attention.

Please accept this letter as a formal recommendation of approval of Change Order No. 1 for the Calvary Court development per the City of Mustang's Regulations and Ordinances.

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

Sincerely,

Cowan Group Engineering, LLC

A handwritten signature in blue ink that reads 'Brian Schwegal'.

Brian Schwegal, P.E.

BSS/crk

Cc: Gregory Jim Massey, P.E. – Engineer of Record – Red Plains, Inc.

Mustang Fire Department
465 W. SH 152
Mustang, OK 73064



Phone: 405-376-7717
Fax: 405-376-7727
ehalter@cityofmustang.org

MEMORANDUM

To: Community Development Department

From: Eric Halter, Fire Marshal

Date: July 10, 2024

RE: Preliminary Plat of Calvary Court

The Fire Prevention Department has reviewed the plans for the preliminary plat of Calvary Court and requires the following:

1. Fire Protection Water Supply shall be installed and operational prior to combustibles arriving on site. (IFC 508.1)
2. All access roads and turnarounds shall comply with adopted Appendix D (Fire Apparatus Access Roads) of the IFC.
3. All Fire apparatus access roads shall not exceed 10 percent in grade. (IFC Appendix D103.2).
4. The buildings on this property will have to be sprinkled, and sprinkler plans will have to be submitted to the fire department for third-party review, which will cost additional money.
5. The hydrant at the end of the water line needs to be moved to where the break in the units is on the road about halfway down.



6. The plans do not meet the City of Mustang ordinance Ch 106 Sec 441. Since the water lines for these plans were accepted in 2021 for this project, and the water flow will meet the current IFC flow regulations. These water lines can be built as stated. If this project does not go through or has significant changes that can affect the water flow calculations, the lines must be updated to meet the city ordinance.

**PLANNING COMMISSION
MINUTES JANUARY 14, 2025**

The Mustang Planning Commission met in a regular session on Tuesday, January 14, 2025 at 7:00 p.m. at the Mustang Municipal Building, City Council Chambers at 1501 N. Mustang Road.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

MEMBERS PRESENT: Jay Adams, Susan Dobbins, Jesse Bratton, Billy McDaniel, Jerry Brown, Aaron Spiegel

MEMBERS ABSENT: Brant O’Daniel

STAFF / EX OFFICIOS PRESENT: Ryan Conner, City Planner
Justin Goodwin, Audio-Visual/Bldg. Inspector
Jonathan Miller, City Attorney

IV. APPROVAL OF MINUTES: Commissioner **Jesse Bratton** made a motion to approve the minutes from the November 12, 2024 meeting. Commissioner **Jerry Brown** seconded the motion. The motion was approved unanimously.

V. INTRODUCTION OF GUESTS AND VISITORS/HEARING OF CITIZENS AND DELEGATES

None.

VI. PUBLIC HEARING, DISCUSSION, CONSIDERATION AND RECOMMENDATION ON:

.....

Chairman McDaniel read the next item on the agenda.

2. Preliminary Plat – PP -06-05-24-1-32- Calvary Court

Applicant: Red Plains Professional Inc - Engineer
Owner(s): David Crabtree Properties LLC

Location: Lot 3 Weaver's Acres – West of S. Czech Hall Rd & W SH 152
Current Zoning: R-4, Multiple Family Planned Unit Development
Tract Info: 2.32 acres – 1 lot – 16 Townhome Units

Mr. Conner addressed the Planning Commission with the Staff Report. He explained Preliminary Plat for the Calvary Court PUD that was approved by the Commission and Council in May of 2024. This PUD is a one (1) tract development with plans for four (4) townhome buildings consisting of sixteen (16) total individual units. The PUD was originally approved in early 2021 but was revised in May of 2024 to reduce the total number of units to sixteen (16) and put in language to allow each of the townhome units to be sold individually instead of being leased. **Mr. Conner** explained that part of the PUD approval required that Covenants and Declarations to be submitted for review to demonstrate consistency with Statutory requirements with the Unit Ownership Estate Act, an act that allows individual units like this to be sold. **Mr. Conner** said that these Declarations and the Plats, both the Preliminary and Final, were reviewed by Staff, the Fire Marshall, and City Engineer. He explained the infrastructure for the development with the privately maintained center drive and the public water and sewer lines. Staff gave a recommendation of approval.

Commissioner Adams asked about the drainage easements for the property and their maintenance.

Mr. Conner said all drainage easements will be maintained by the Property Owner's Association.

The applicant, **Greg Massey** – Red Plains Professionals – addressed the Commission. He explained the long process of addressing City concerns and the Declarations. He thanked staff for their help in guiding this process to be able to sell the individual units instead of renting them out. He said his client believes that selling the units will create a better community where owners maintain and keep the area nice.

Commissioner Bratton asked if the units will be able to be rented after they are sold.

Mr. Massey said that the City Attorney might be able to answer that question more, but that even these regulations might not be able to control that in the same way that anyone can choose to rent their single-family home if they so choose.

Mr. Brown said that the developer creates the covenants for the neighborhood.

Ms. Dobbins asked about the building areas on the plat and where the parking areas will be.

Mr. Massey said there are garages and driveways provided in the PUD and the design.

Public Hearing Closed.

Mr. Spiegel asked if there was anything within the Covenants that would prevent someone from purchasing a townhome and then renting it to someone else.

City Attorney **Jonathan Miller** said that there is nothing in the PUD that would prevent someone from purchasing the unit and turning around to rent it to someone else. He does not recall if there was a prohibition of sales and leases.

Mr. Bratton said that the language seems to just allow the extra steps to allow selling the units instead of leasing them.

Mr. Brown said that with the individual units having their own utility connections, it at least encourages or sets up the ability for these units to be maintained on their own instead of a complex.

Commissioner Adams said that the original PUD was approved to be rental units in 2021 but with the amendment and the new Declarations asked if there were any violations the City was setting itself up for in terms of approval.

Mr. Miller answered saying the Declarations matched the approved PUD requirements and that the Preliminary and Final Plats also meet the PUD requirements.

Chairman McDaniel said that this process at least sets up the ability for these units to be purchased individually and if someone wants to buy 2 or 3 units to rent, there might not be anything to stop that, in the same way someone could do this in a normal subdivision.

Commissioner Jesse Bratton made a motion to recommend approval of the application.
Commissioner Susan Dobbins seconded the motion.

A roll call vote was taken:

Mr. Adams	Yay
Mr. Brown	Yay
Mr. Spiegall	Yay
Ms. Dobbins	Yay
Mr. Bratton	Yay
Mr. McDaniel	Yay

Motion passed. **Mr. McDaniel** announced that the agenda item would proceed to the City Council meeting on February 4th, 2025.



Mustang City Council Agenda Item Report

Meeting Date: February 4, 2025

Submitted by: Ryan Connor

Submitting Department: Community Development

Item Type: Approval

Agenda Section: DISCUSSION ITEMS

Subject Title:

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

Recommendation:

Vote to Approve or Deny Final Plat.

Initiator:

Ryan Conner, City Planner

Background:

Planning Commission voted on the January 14th regular Planning Commission to unanimously recommend approval of the Final Plat to City Council for the February 4th regular meeting.

Project Description: The applicant on behalf of the owner has submitted the Final Plat associated with the approved Planned Unit Development titled "Calvary Court". The Preliminary Plat was also submitted for this agenda and would be required to be recommended for approval prior to or at the same time as any recommendation of approval for this Final Plat.

As stated in the Preliminary Plat staff report, this is a townhome style development situated approximately 500 ft West of the intersection of Czech Hall Rd and State Highway 152 on the South side of the highway. The 2.32 acre - 1 lot development was approved to have four (4) buildings constructed with four (4) attached units in each building totaling to sixteen (16) total units on the property. The PUD concept revision was approved in May of 2024 and reduced the total amount of units that was previously approved by a PUD in 2021 which had twenty (20) total units. The PUD kept the previously approved amenities of the gazebo and dog park on the South end of the property. The newly revised version of the PUD made the units within the buildings themselves sellable instead of having them set up for leasing. In

essence, there will be 16 individual condo unit owners with a Declaration set up for their continued existence and maintenance. Unit designations are shown on the plat.

Part of the PUD approval required the Declarations to be crafted and approved by City Staff prior to the platting so that the language would guarantee certain requirements under the Unit Ownership Estate Act in State Statutes. Those Declarations can be found here instead of attached to this agenda packet because of their length -

[https://core-docs.s3.us-east-](https://core-docs.s3.us-east-1.amazonaws.com/documents/asset/uploaded_file/3479/community/5161153/Calvary_Court_-_Declaration_of_Unit_Ownership_Estate__City_Submission_Copy__1.7.25__62634660.1_.pdf)

[1.amazonaws.com/documents/asset/uploaded_file/3479/community/5161153/Calvary_Court_-_Declaration_of_Unit_Ownership_Estate__City_Submission_Copy__1.7.25__62634660.1_.pdf](https://core-docs.s3.us-east-1.amazonaws.com/documents/asset/uploaded_file/3479/community/5161153/Calvary_Court_-_Declaration_of_Unit_Ownership_Estate__City_Submission_Copy__1.7.25__62634660.1_.pdf)

Staff reviewed the Plats and had several revisions. One of the major areas of focus deals with the Private Drive running through the middle of the four buildings. This is not a public street maintained by the City, but rather a private access easement in addition to being a Utility Easement. Typically, utilities such as water and sewer are placed within separate dedicated 20 ft easements, but because of the issues with service lines and access, staff believes allowing the entire 60 ft wide easement to double as an access easement and utility easement would suffice. This allows for easier access for City crews to maintain the water and sewer lines but also allows specific language in the notes of the plat that discusses the maintenance of these lines and how the paving is not to be maintained by the City.

The City Engineer's office and the Fire Marshall's office have recommended approval of the plats.

Character of Neighborhood: This is a vacant area with Commercial area to the East, Residential to the West, and vacant land to the South.

Zoning and Uses of Property Nearby: This property is surrounded by C-2 Zoning, R-E Zoning, and R-4 Zoning.

Conformance with Long-Range Plan: The long-range plan calls for Commercial.

Utilities and Services: The development will utilize and construct public water and sewer.

Financial Impact:

0

Staff Comments:

Staff recommends approval of the Final Plat.

Attachments:

[\(1\) Calvary Court - Final Plat - 1-14-2025 - FINAL VERSION.pdf](#)

[\(2\) Calvary Court FP - DRAFT PC Minutes 1-14-25.pdf](#)

OWNER'S CERTIFICATE AND DEDICATION

The undersigned, Mustang Town Homes, LLC, does hereby certify that they are the owners and only persons, firms or corporations having any right, title or interest in the surface rights to the land shown on the final plat of Calvary Court, a replat of Lot 3, Block 1, Weaver's Acres, a subdivision of a part of the NE 1/4, Section 32, T11N, R5W, I.M., Canadian County, Oklahoma, and does further certify:

- 1. THAT as the owner of the title to said land which is shown and described on the final plat of Calvary Court, does hereby create a Private Drive Easement for the use and benefit of the property owners within said final plat; and, as owner, further grants to the City of Mustang, a utility easement, fire lane, and access easement for police, fire and other emergency vehicles over, under, across and upon said Private Drive Easement as shown hereon. The undersigned owners guarantee a marketable title to the Private Drive Easement and Utility Easements, subject to mineral reservations and rights-of-way and restrictions of record.
2. ALL MAINTENANCE OF THE COMMON AREAS (INCLUDING LIMITED COMMON ELEMENTS AND GENERAL COMMON ELEMENTS) WITHIN CALVARY COURT SHALL BE THE RESPONSIBILITY OF THE UNIT OWNERS AS THOSE TERMS ARE DEFINED IN, AND PURSUANT TO, THE PROVISIONS OF THE "DECLARATION OF UNIT OWNERSHIP ESTATE FOR CALVARY COURT" AS FILED OF RECORD WITH THE CANADIAN COUNTY CLERK, BOOK _____ PAGE _____. THE OBLIGATION TO MAINTAIN THE COMMON AREAS (INCLUDING LIMITED COMMON ELEMENTS AND GENERAL COMMON ELEMENTS) IS INTENDED TO BENEFIT, AND MAY BE ENFORCED BY, THE CITY OF MUSTANG.
3. The physical paving width of the Private Drive shall be limited to the center 30 feet of the 60 foot wide Private Drive/Common Area/ Access & Utility Easement.
4. That the areas indicated on said plat as Utility Easements and Common Areas are hereby dedicated for the purpose of locating, constructing, erecting, maintaining, conducting and performing any public or quasi public utility function or service above or beneath the surface of the grounds, with rights of ingress and egress at any time for the purpose of installation, repair, operation and removal of any such public or quasi public utility. Section 106-300(4)(c) shall apply to any private improvements on utility easements.
5. Section 106-300(c) of the Mustang Municipal Ordinances regarding the placement of private improvements, including driveways, over Utility Easements shall apply. If the Private Drive or driveways are placed upon the utility easement, the property owner shall be responsible for replacement or repair of the Private Drive or driveways when utilities must be repaired or replaced. Private service lines traversing underneath the Private Drive shall be placed in a way that access is not directly under driveways. Private maintenance responsibility for the sewer service lines shall begin at the top from the main sewer trunk line.
6. That said property covered by said plat and dedication is covered by, and subject to certain restrictions, reservations and covenants in the Declaration of Unit Ownership Estate for Calvary Court to be filed of record prior to the filing of the Final Plat. In event of any conflict between any notes on the Final Plat and the Declaration, the Final Plat shall prevail.
7. Shared Utility Access Acknowledgement
As owner(s) of the described property, we do hereby acknowledge we have been informed of the requirement for access to certain utility services across said property and, I/We will be responsible for conveying this information to future homeowners, homebuilders and other responsible parties acknowledging compliance with the aforementioned requirements which are hereby made a part of this Preliminary Plat.

CALVARY COURT, LLC

Manager

State of Oklahoma)
County of _____) ss

Before me the undersigned, a Notary Public in and for said County and State on this ____ day of _____, 2025, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the above and foregoing instrument as its Manager and acknowledged to me that she executed the same as the free and voluntary act and deed of said company for the uses and purposes thereon set forth.

My Commission Expires:

Notary Public

BONDED ABSTRACTER'S CERTIFICATE

The undersigned, duly qualified and lawfully Bonded Abstractor of Titles in and for Oklahoma County, State of Oklahoma, hereby certify that the records of proper officials of said County show that title to the land included in the annexed plat of CALVARY COURT, a subdivision of a part of the Northeast 1/4, Section 32, T11N, R5W, I.M., an addition to the City of Mustang, Canadian County, Oklahoma, is vested in Mustang Town Homes, LLC, and that on this day of _____, 2025, there are no actions pending or judgments of any nature in any court or on file with the Clerk of any court in said County and State, against said land or owners thereof; that the taxes are paid for the year 2024, and all prior years and that no outstanding tax liens, mortgages or other encumbrances of any kind are against said land with the annexed plat.

EXCEPT:

Easements, Rights-of-way of record.

Attest: TITLE COMPANY

Secretary Vice-President

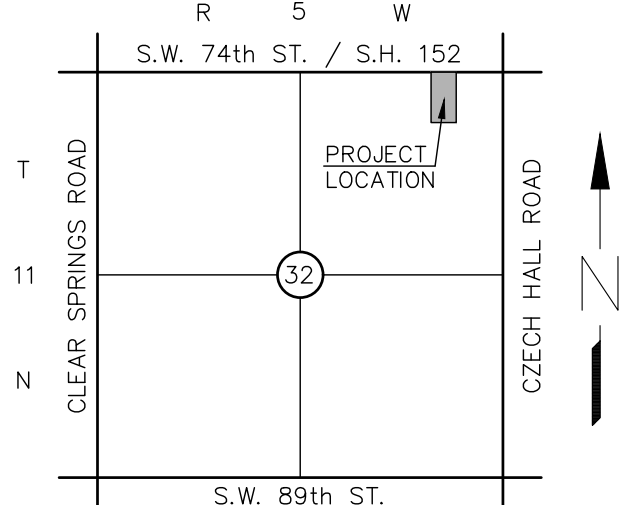
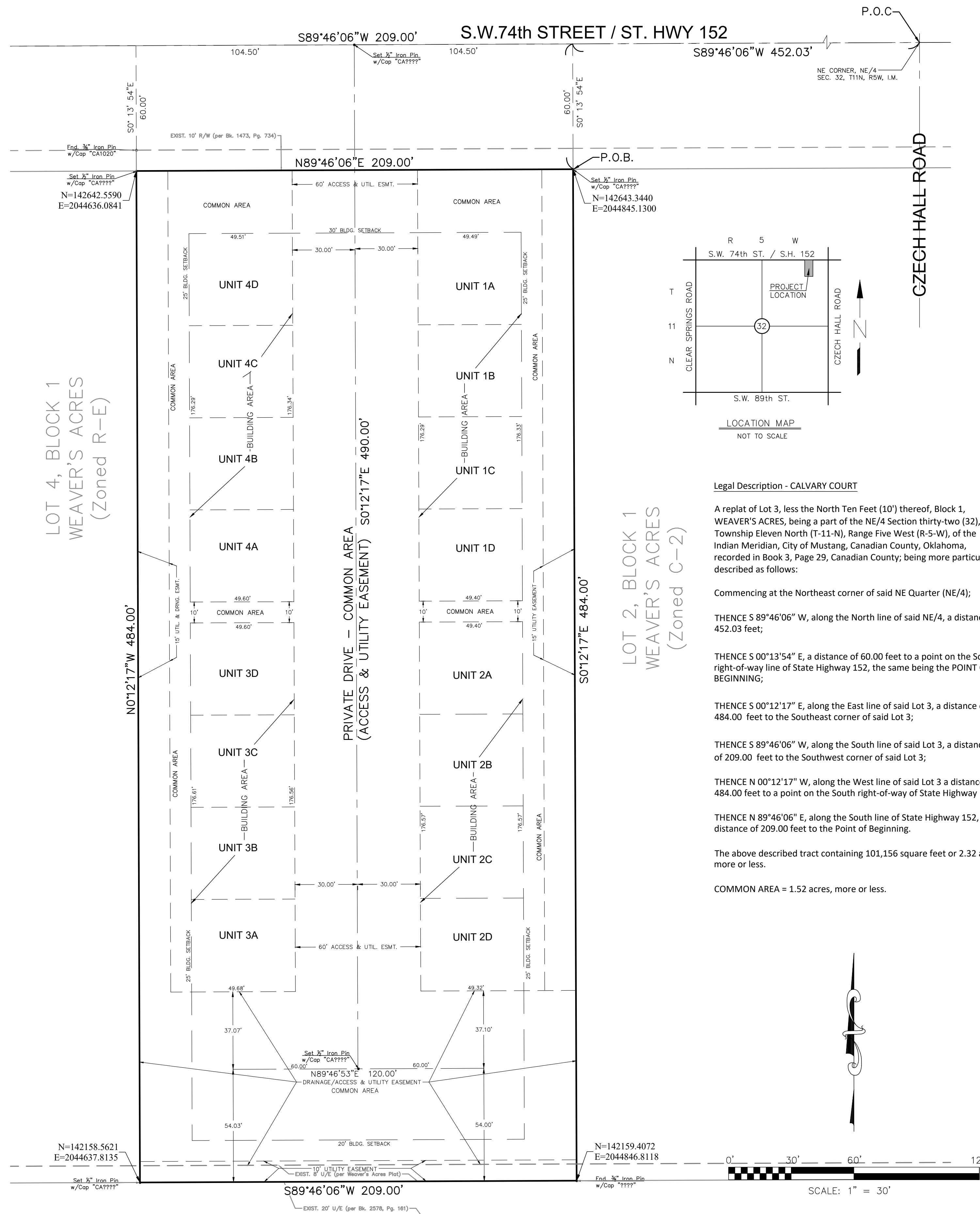
State of Oklahoma)
County of _____) ss

Before me, the undersigned, a Notary Public in and for said County and State on this ____ day of _____, 2025, personally appeared _____ 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/she executed the same as his/her 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.

My Commission Expires:

Notary Public

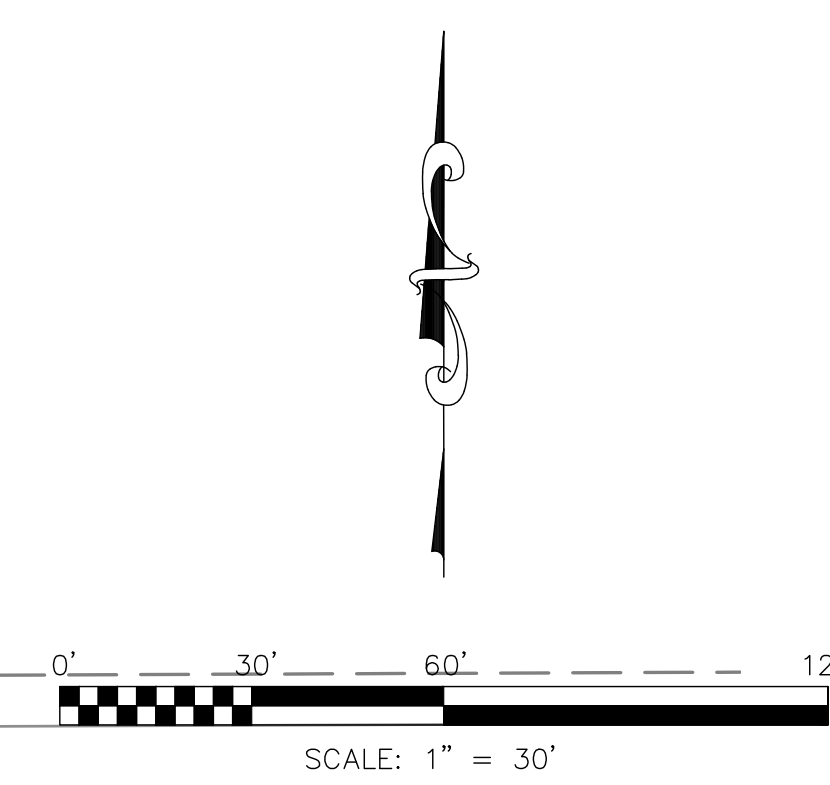


Legal Description - CALVARY COURT

A replat of Lot 3, less the North Ten Feet (10') thereof, Block 1, WEAVER'S ACRES, being a part of the NE/4 Section thirty-two (32), Township Eleven North (T-11-N), Range Five West (R-5-W), of the Indian Meridian, City of Mustang, Canadian County, Oklahoma, recorded in Book 3, Page 29, Canadian County; being more particularly described as follows:

- Commencing at the Northeast corner of said NE Quarter (NE/4);
THENCE S 89°46'06" W, along the North line of said NE/4, a distance of 452.03 feet;
THENCE S 00°13'54" E, a distance of 60.00 feet to a point on the South right-of-way line of State Highway 152, the same being the POINT OF BEGINNING;
THENCE S 00°12'17" E, along the East line of said Lot 3, a distance of 484.00 feet to the Southeast corner of said Lot 3;
THENCE S 89°46'06" W, along the South line of said Lot 3, a distance of 209.00 feet to the Southwest corner of said Lot 3;
THENCE N 00°12'17" W, along the West line of said Lot 3 a distance of 484.00 feet to a point on the South right-of-way of State Highway 152;
THENCE N 89°46'06" E, along the South line of State Highway 152, a distance of 209.00 feet to the Point of Beginning.

COMMON AREA = 1.52 acres, more or less.



MUSTANG ASSEMBLY OF GOD

FINAL PLAT CALVARY COURT

A REPLAT OF LOT 3, BLOCK 1, WEAVER'S ACRES A PART OF THE NE/4, SECTION THIRTY TWO (32) T-11-N, R-5-W, I.M. MUSTANG, OKLAHOMA

CITY PLANNING COMMISSION APPROVAL

I, _____, Chairperson of the City Planning Commission of the City of Mustang, Oklahoma do hereby certify that the said Planning Commission duly approved the annexed plat of CALVARY COURT, an addition to the City of Mustang, Oklahoma on this ____ of _____, 2025.

CHAIRPERSON

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

BE IT HEREBY RESOLVED by the Council of the City of Mustang, Oklahoma, that the dedications of utility easements, but not drainage easements as shown on the annexed plat of CALVARY COURT, an addition to the City of Mustang, Oklahoma are hereby accepted.

ADOPTED by the Council of the City of Mustang, Oklahoma this ____ day of _____, 2025.

APPROVED by the Mayor of the City of Mustang, Oklahoma this ____ day of _____, 2025.

Attest:

Mayor

CITY CLERK'S CERTIFICATE

I, _____, City Clerk of the City of Mustang, Oklahoma, hereby certify that I have examined the records of the said City of Mustang, and find that all deferred payments or un-matured instalments upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land on the annexed plat of CALVARY COURT, an addition to the City of Mustang, Oklahoma, on this ____ day of _____, 2024.

City Clerk

SURVEYOR'S CERTIFICATE

I, Greg J. Massey, a Registered Land Surveyor in the State of Oklahoma, do hereby certify that the annexed plat CALVARY COURT represents a survey made under my supervision, and that all monuments shown thereon actually exist and their relative positions are correctly shown. This survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors; and that said Final Plat complies with the requirements of Title II Section 41-108 of the Oklahoma State Statutes.

Greg J. Massey, P.L.S. #1313

State of Oklahoma)
County of Oklahoma) ss

Before me the undersigned, a Notary Public in and for said County and State on this ____ day of _____, 2025 personally appeared Greg J. Massey to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Notary Public

COUNTY TREASURER'S CERTIFICATE

I, _____ do hereby certify that I am the duly elected qualified and acting County Treasurer of Canadian County, Oklahoma and that the tax records of said County show that all taxes are paid for the year 2024 and prior years on the land shown on the annexed plat of CALVARY COURT, an addition to the City of Mustang, Canadian County, Oklahoma, and that the required statutory security has been deposited in the Office of the County Treasurer guaranteeing payment of current years taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed on this ____ day of _____, 2025.

Treasurer

NOTE: FIELD WORK FOR SURVEY PROVIDED BY TROY DEE, PLS #1745. GOLDEN LAND SURVEYING OK 215/2024. UNDER THE DIRECT SUPERVISION OF GREG MASSEY, PLS #1313, RED PLAINS PROFESSIONAL.



Notary seals for OWNER'S NOTARY, ABSTRACTER'S SEAL, ABSTRACTER NOTARY, CITY'S SEAL, SURVEYOR SEAL, SURVEYOR NOTARY, and TREASURER'S SEAL.

**PLANNING COMMISSION
MINUTES JANUARY 14, 2025**

The Mustang Planning Commission met in a regular session on Tuesday, January 14, 2025 at 7:00 p.m. at the Mustang Municipal Building, City Council Chambers at 1501 N. Mustang Road.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

MEMBERS PRESENT: Jay Adams, Susan Dobbins, Jesse Bratton, Billy McDaniel, Jerry Brown, Aaron Spiegel

MEMBERS ABSENT: Brant O’Daniel

STAFF / EX OFFICIOS PRESENT: Ryan Conner, City Planner
Justin Goodwin, Audio-Visual/Bldg. Inspector
Jonathan Miller, City Attorney

IV. APPROVAL OF MINUTES: Commissioner **Jesse Bratton** made a motion to approve the minutes from the November 12, 2024 meeting. Commissioner **Jerry Brown** seconded the motion. The motion was approved unanimously.

V. INTRODUCTION OF GUESTS AND VISITORS/HEARING OF CITIZENS AND DELEGATES

None.

VI. PUBLIC HEARING, DISCUSSION, CONSIDERATION AND RECOMMENDATION ON:

.....

3. Final Plat – FP -06-05-24-1-32- Calvary Court

Applicant:	Red Plains Professional Inc - Engineer
Owner(s):	David Crabtree Properties LLC
Location:	Lot 3 Weaver’s Acres – West of S. Czech Hall Rd & W SH 152
Current Zoning:	R-4, Multiple Family Planned Unit Development
Tract Info:	2.32 acres – 1 lot – 16 Townhome Units

Mr. Conner addressed the Commission with the next item. He explained that Staff believed the Preliminary Plat and Final Plat could be ran concurrently for this development since it is a single lot subdivision. He quickly summarized how this is just the Final Plat for the previous item, the Calvary Court PUD townhome development. Staff recommended approval.

Public Hearing Opened and Closed with no discussion.

Commissioner Jesse Bratton made a motion to recommend approval of the application.
Commissioner Jerry Brown seconded the motion.

A roll call vote was taken:

Mr. Adams	Yay
Mr. Brown	Yay
Mr. Spiegall	Yay
Ms. Dobbins	Yay
Mr. Bratton	Yay
Mr. McDaniel	Yay

Motion passed. **Mr. McDaniel** announced that the agenda item would proceed to the City Council meeting on February 4th, 2025.

VIII. NEW BUSINESS
None.

IX. COMMISSIONER, STAFF COMMENTS

Commissioner Brown welcomed the new Planning Commissioner, Aaron Spiegall.

- X. ADJOURNMENT: Commissioner Bratton** made a motion to adjourn.
Commissioner Brown seconded the motion, which was approved unanimously.
The meeting was adjourned at 7:30 pm.

CHAIRMAN

DATE

SECRETARY