

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION

Joey Snodgrass, Ministerial Intern, Mustang First Baptist Church

C. ROLL CALL

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

F. CONSENT AGENDA

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

1. Approval of **07/05/16** City Council Minutes.
2. Approval of **07/11/16** City Council Special Meeting (Work Session) Minutes.
- *3. Claims List for **FY'16**.
- *4. Claims List for **FY'17**.
5. Approval of **Resolution No. 17-001**, making changes in the Library Fund Budget by making a Supplemental Appropriation to Increase the 2016-2017 Fiscal Year Budget by \$1,422.
6. Approval to Renew Agreement with the **Mustang Chamber of Commerce** for Fiscal year 2016-2017.
7. Approval to Deny **Tort Claim** by Chris Parker, date of incident May 3, 2015, in the amount of \$3,176.
- *8. Agreement to **Allow Purchasing of Water** by Residential Property Owner Located Outside the City Limits of Mustang.
- *9. Acceptance of Off-Site 15-Foot Public Utility **Easement** for Sewer Line for Hyde Park Addition.
- *10. Acceptance of **Maintenance Bonds** for Water Lines, Sewer Lines and Paving/Drainage for Hunters Springs Addition, Phase I.
- *11. Acceptance of **Maintenance Bonds** for Water Lines, Sewer Lines and Paving/Drainage for Savannah Lakes Addition, Phase 6.

G. INFORMATION/REPORTS

1. City Manager
Will be provided Tuesday evening
2. City Council

H. DISCUSSION ITEMS

1. **Discussion, Consideration and Possible Action** regarding Approval of Interlocal Agreement between the City of Mustang and Canadian County District #2.

J. CITY ATTORNEY'S REPORT

None.

K. ADJOURNMENT

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

MUSTANG CITY COUNCIL
JULY 5, 2016

The Mustang City Council met in regular session on Tuesday, July 5, 2016, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Thursday, June 30, 2016, at 2:45 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE/INVOCATION (Jeff LeDuc, Associate Pastor, Mustang First Baptist Church)

Pastor LeDuc led the assembly in the Pledge and Invocation. He stated everything was going great and the Lord continues to bless the church stating more and more people were joining. He stated the church held their second annual "Celebrate Liberty" festival held concurrently with the Firefighter's "Freedom Fest" stating they had a great turn out. He stated the church had been busy this summer with Vacation Bible School, Falls Creek, and mission trips and was thankful for what the Lord is doing as well as the City.

Police Chief Foley thanked Pastor LeDuc and the First Baptist Church for hosting the Law Enforcement Service and Luncheon stating he and the Police Officers appreciated it very much.

Pastor LeDuc stated it is planned to be an annual event honoring those who serve in law enforcement and invited Officers from several cities, as well as Sheriff offices and Oklahoma Highway Patrol.

C. ROLL CALL

Councilmembers Present:	Riley
	Leete
	Grider
	Jones (left at 7:29 pm)
	Schweinberg
	Adams

Councilmembers Absent:	Hagan
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D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

Mayor Adams recognized **City Manager Rooney's** mother and sister who were in attendance this evening.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

City Manager Rooney stated an amendment to the claims lists for FY16 and FY17 needed to be included with the Consent Agenda stating the additional claims were the result of the agenda having to be posted early since Monday was a holiday.

F. CONSENT AGENDA

1. Approval of **06/21/16** City Council Minutes.
- *2. Claims List for **FY'16**.
- *3. Claims List for **FY'17**.
- *4. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.

MOTION was made by **Councilman Grider**, seconded by **Councilman Schweinberg**, to approve Items F-1 through F-4 of the Consent Agenda including the Claims Amendment.

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

G. INFORMATION/REPORTS

1. City Manager

City Manager Rooney stated the City Manager's report was distributed online today with paper copies distributed to the Councilmembers this evening. He stated one additional item not known at time of report distribution was the Canadian County Commissioners voted to help fund the area libraries again this year and thanked Commissioner Anderson for leading that charge stating money allocated for FY17 was more than what was allocated last year.

2. City Council

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

Councilman Riley stated he had received some calls regarding fireworks stating they were a mixture of both pro and con. He requested fireworks be discussed at the next Council Work Session.

Councilman Leete stated he had a few calls regarding fireworks as well and thanked Councilman Grider and the City for the signs advising of combat veterans and to be courteous with fireworks.

Councilman Grider stated he received good feedback on the veteran signs and thanked the City Manager for allowing citizens to pick them up at City Hall. He thanked the Fire Department for another successful "Freedom Fest" and stated he had received one call regarding fireworks where there was an issue of popping fireworks on school grounds. He also stated he would not be at the Work Session on Monday as he would be on vacation.

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

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

Mayor Adams stated he too received several calls regarding fireworks and thanked the Fire and Police Departments for their hard work during this time. He also provided an update on COWRA stating RFPs for engineering firms were being solicited for development of plans and actions.

H. DISCUSSION ITEMS

1. **Discussion, Consideration and Possible Action** regarding Approval of Facility User Agreement for City of Mustang Football Facility.

Assistant City Manager Battles stated this was the user agreement for the football facility stating they utilize the old baseball park on 59th Street. He stated it was the same as the agreements for the Soccer, Softball and Baseball Associations providing for rules such as financial reporting, insurance, dates, etc., except this agreement did not have a fee structure. **Battles** stated the Football Association is utilizing the old fields and they have put quite a bit of money into them and felt this was fair.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilman Jones**, to Approve the Facility User Agreement for City of Mustang Football Facility

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

J. CITY ATTORNEY'S REPORT

None.

K. ADJOURNMENT

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

AYE: Riley, Leete, Grider, Jones, Schweinberg, Adams

NAY: None

The meeting was adjourned at **7:12 p.m.**

Jay Adams, Mayor

Attest:

Lisa Martin, City Clerk

**MUSTANG CITY COUNCIL
JULY 11, 2016
SPECIAL MEETING**

The Mustang City Council met in a Special Meeting on Monday, July 11, 2016, at 6:30 p.m. at the Library Education Room at Mustang Town Center, 1201 N. Mustang Rd., Mustang, Oklahoma. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Thursday, July 7, 2016, at 2:35 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Mayor Adams called the meeting to order at 6:30 p.m.

B. ROLL CALL

Councilmembers Present:	Riley
	Leete
	Jones
	Hagan
	Schweinberg
	Adams

Councilmembers Absent:	Grider
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C. DISCUSSION ITEMS

1. **Discussion** regarding Public Input Procedures as requested by Councilman Grider.

City Manager Rooney stated this item was placed on the agenda at the request of **Councilman Grider** stating he also asked staff to research procedures other communities may have in place regarding that process. He stated the concern came from the last Planning Commission meeting regarding a zoning item where some people did not understand a limited amount of time was available to speak stating some became combative with Staff, mostly with **Community Development Director Helsel**. He stated a sample policy from the City of Owasso was included in the packet and reviewed it with Council.

Discussion was held stating this had not been an issue in the past as the City was smaller, but may be needed since the City has grown. It was stated other Cities, School Boards, and public agencies have rules or procedures for public input and a sign in sheet stating it was not unusual. **Rooney** stated the sign-in sheet would also be helpful in getting the correct names and addresses of the people addressing the Council.

Discussion was held regarding the time limit and the use of a time clock or similar device with **Rooney** stating this would relieve some of the pressure placed on the Mayor who is trying to listen and keep up with the time as well as making sure each person had the same amount of time to speak.

Other discussion concerned the procedures allowing the removal of someone if they are being unruly. It was stated a Police Officer is in attendance at the Council meetings and could be at other meetings if necessary.

Rooney stated Staff would research and bring to the next Work Session.

2. **Discussion** regarding Fireworks Ordinances as requested by Councilman Riley.

City Manager Rooney stated this item was placed on the agenda at the request of **Councilman Riley**.

Councilman Riley stated he had received a phone call asking if the City could change the Code to allow shooting of fireworks only in designated areas. He stated the caller's concern was having to clean their yard from all the firework trash and none of it was from them and he told him he would bring it to Council for discussion.

City Manager Rooney stated he had four phone calls on Tuesday the 5th regarding fireworks and requested they email their concerns to him. He stated of the four, he only received one email, but did receive a letter in the mail as well from another citizen and stated those were provided to Council this evening for their information.

Mayor Adams stated every year, he receives a significant number of complaints regarding fireworks with the biggest complaint he normally receives is regarding citations not being issued to those not following the rules. He stated the majority of the residents enjoy the fireworks.

Councilwoman Hagan stated she was proud of the way Mustang handled the fireworks this year and asked if the Council could consider allowing fireworks on New Year's. **Adams** stated there always seems to be a lot of confusion at New Year's because Fireworks City opens and people think it is OK to shoot fireworks. He stated Fireworks City is not in Mustang City limits and is its own incorporated town so they are able to sell anytime they wish.

Discussion was held concerning whether or not the City sees an increase in sales taxes during the 4th of July season with more people coming into Mustang and maybe eating, buying gas, etc. **Rooney** stated he was not sure, but could have the Finance Director research. **Adams** stated to be clear, the City does not receive sales tax on fireworks sold as those selling are non-profit organizations, but could see an increase in taxes from more people buying at retail and restaurants, etc. **Councilman Jones** stated he heard from one source that firework stands were collecting sales tax.

Rooney stated this year's 4th of July may have been a little worse since the 4th was on a Monday; therefore, people were setting off fireworks Friday, Saturday, Sunday and Monday nights. He stated if the 4th is on a Wednesday, for instance, it does not seem to be quite as crazy.

Riley stated the majority of the people do a great job, but are a few people who shoot fireworks late, have alot of debris blowing into other people's yards, pools, roofs, etc. and understand their concern with having to stay home in order to protect their property.

Councilman Leete stated out of 1,055 registered voters in his ward, he only received one phone call to complain.

Rooney stated the one email he received suggested more advertising of the rules, hours, etc regarding fireworks. He stated he was not sure how to advertise rules more than what is done now stating they are placed on the web, social media, the newspapers, etc. He stated the biggest complaint he received was not being able to shoot fireworks during the Firefighter's Freedom Fest this year stating that was a calendar issue.

Rooney stated the Code allows for shooting of fireworks during a specified period and this year, the Freedom Fest was prior to the allowed time period. **Adams** stated holding the Freedom Fest at the end of June allows the Firefighters to be free for the 4th when they receive fire and medical calls.

Adams stated the City Council looked into designated areas for shooting fireworks in the past, but decided the parks were already crowded enough and this would just be placing more people in an already crowded area and could possibly cause more problems. He stated most people in the parks are from out of town and the City is not going to try to police residents versus non-residents as suggested once. He stated businesses can place signs in their parking lots prohibiting fireworks to help protect their property.

Riley stated some of the subdivisions now have houses very close together and could see where serious property damage could occur. **Schweinberg** stated his addition is R-E zoning where the houses are not close together and did not have anyone shooting fireworks next to him, but still had debris in his yard, some as far as 2,000 yards away.

One of the ladies in the audience stated she has health problems every year due to the smoke and debris in the air stating she has to go on steroids for her eyes during the 4th of July season. She stated she could also see how it could affect the health of those with asthma and wondered if the air could be tested. **Adams** stated the City does not have a way to perform ozone testing stating when it is a humid day, the smoke stays at a lower level.

Leete asked for the clean-up procedures to be discussed. **Rooney** stated the firework companies execute an agreement with the firework stand groups to clean Wild Horse Park and pick up debris and the companies also hire a street sweeper to clean up the parking lot. **Adams** stated there are other organizations who do not have firework stands, such as the Boy Scouts, who also come out and help with the clean-up effort.

Leete also suggested the firework stands post a sign stating the hours fireworks can be discharged in order to reach more people. **Rooney** stated this could be made a part of licensing where signs will be given to the applicant to post stating perhaps it will help reach those participants outside the City limits.

3. **Discussion and Power Point Presentation** regarding Ordinance 1139.

City Manager Rooney advised the Council that City Hall was struck by lightning Friday night affecting the phones, internet, email, air conditioning, etc. He stated most are back up and running, but still having a few issues with phones, email, and wireless network. He stated due to this, the recorded narrative to go along with the powerpoint was not completed. **Rooney** stated staff tried to keep the presentation factual and not advocate a yes vote. He presented the sales tax presentation stating it was still in draft form and not the final version stating additions to be added to the presentation include the vision of earlier leaders and how their vision helped map the future for Mustang as well as information regarding sales tax generated by people outside the City lessening the burden on Mustang residents.

Rooney stated **Assistant City Manager Battles** would be the voice for the recorded narrative stating a recorded narrative would provide a consistent message where nothing would be communicated differently. He stated the presentation would not be long in order to not lose the audience and a question and answer session will be provided at the end. **Rooney** stated he plans to give the first complete presentation at the Chamber of Commerce meeting in July.

Rooney thanked **City Planner Shepard** for her hard work stating he told her what he would like to present and she went with it, developed it from scratch and did an excellent job.

Discussion was held regarding the wastewater treatment plant stating the upgrades would be completed whether this tax passed or not. It was stated sewer rates could increase though if it does not pass in order to help cover the cost. It was also stated by having the sales tax help with the wastewater treatment plant, it would free up other money for the water quality upgrades.

Assistant City Manager Battles stated the current primary objective has been to upgrade water quality and the City has already done quite a bit, for example, updated the water tower, wells, and replaced lines, but more needs to be addressed such as arsenic removal from the wells. He stated the goal was to not rely so much on Oklahoma City who will be increasing the cost to purchase water by a substantial amount in the next couple of years.

Other discussion included adding a picture of Hwy 152 during rush hour showing how expanding SW 89th street could help with alleviating the congestion by providing another four lane option with it being stated the same could be said with Sara Road and Mustang Road. **Rooney** stated to be clear, the expansion on Sara would just include the section of road from Hwy 152 to SW 59th Street and on 89th Street, would include the section of road from Hwy 4 to Mustang Road.

Additional discussion included this issue being the only item on the August 23rd ballot. **Rooney** stated it was important for this issue not to be confused with the school's tax issue.

Battles stated the City will continue to aggressively go after grant funding, whether the issue passes or not stating this will help stretch dollars.

MUSTANG CITY COUNCIL

July 11, 2016

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Rooney stated if the issue passes, the City will begin projects immediately stating some money is available now with some money having to be borrowed stating cost would be minimal as rates are low.

D. UPDATE ON MANAGEMENT RELATED ISSUES

City Manager Rooney stated he did not have anything in addition to the weekend issues with lightning.

Discussion was held if interviews for Police Chief had begun with **Rooney** stating no, applications were being accepted to the end of July.

E. ADJOURNMENT

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

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

NAY: None

The meeting was adjourned at **7:28 p.m.**

Jay Adams, Mayor

Attest:

Lisa Martin, City Clerk

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 MAYOR AND COUNCIL						
16-2144	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING SERVICES	6/2016	2470	699.50
16-1089	01-M0188	MESHEK & ASSOCIATES	ASSESS DRAINAGE AREA/GIS	6/2016	201607133442	3,126.70
DEPARTMENT TOTAL:						3,826.20
DEPARTMENT: 11 CITY MANAGER						
16-0256	01-I0104	INVESTIGATIVE CONCEPTS, INC	BACKGROUND EMPLOY. CHECK	6/2016	1212124044	58.95
16-1886	01-M0234	MUSTANG TIMES	LEGAL PUBLICATIONS	6/2016	MT99117	67.80
DEPARTMENT TOTAL:						126.75
DEPARTMENT: 13 PARKS AND RECREATION						
16-2115	01-B0160	VARSITY BRANDS HOLDING CO.,	AIR HOCKEY TABLE	6/2016	98012167	607.19
16-2062	01-B1026	B&C APPAREL	SHIRTS FOR BASKETBALL	6/2016	31316	189.00
16-1059	01-C0278	COX COMMUNICATIONS, INC.	TV FOR TREADMILLS	6/2016	201607133441	44.66
16-2058	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL FOR VEHICLES	6/2016	NP47878541C	421.56
16-2163	01-H0111	SANDRA HAGEMAN	REFUND	6/2016	1493	420.00
16-2165	01-M0289	SHANNTEL MILLETT	REFUNDS	6/2016	117995	165.00
16-2047	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	6/2016	201607133453	3,768.45
16-2073	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	6/2016	201607143475	16.80
16-2127	01-P0055	PLUMBCO, INC	REPAIRS	6/2016	201607133455	375.00
16-2116	01-S0004	S&S WORLDWIDE, INC	CAMP SUPPLIES	6/2016	9155207	245.53
16-2032	01-S1002	STERLING J. BEECROFT, LLC	LIGHT REPAIR @ MEMORIAL	6/2016	3243	98.00
16-2175	01-T013	CRYSTAL TRAMMELL	REFUNDS	6/2016	75696	300.00
16-2173	01-W0173	KAREN WOODARD	REFUNDS	6/2016	16-00274	100.00
DEPARTMENT TOTAL:						6,751.19
DEPARTMENT: 15 GENERAL GOVERNMENT						
16-0018	01-D0088	STATE OF OKLAHOMA	INMATE LABOR	6/2016	unc2016-mus-4194	93.60
16-2047	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	6/2016	201607133453	726.36
16-2075	01-O1177	OK TAX COMMISSION	SALES TAX PAYABLE	6/2016	201607133429	4,177.18
DEPARTMENT TOTAL:						4,997.14

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 18 TOWN CENTER						
16-1685	01-A0110	ALL SEASON BUILDING SUPPLY, TOOLS & SUPPLIES		6/2016	70191	16.94
16-2061	01-A0110	ALL SEASON BUILDING SUPPLY, TOOLS & SUPPLIES		6/2016	71431	50.05
16-2180	01-A0122	ALLIANCE MAINTENANCE, INC WAXING OF HALLWAY		6/2016	83596	325.00
16-2051	01-C0117	CLEARWATER ENTERPRISE, LLC GAS SERVICE		6/2016	201607133439	68.24
16-2047	01-00035	OKLAHOMA ELECTRIC COOPERATIVE ELECTRIC SERVICE		6/2016	201607133453	13,040.93
16-2038	01-S1002	STERLING J. BEECROFT, LLC ELECTRICAL WORK		6/2016	3242	505.00
16-2162	01-S1165	INTERLINE BRANDS, INC JANITORIAL SUPPLIES		6/2016	371073040	466.84
DEPARTMENT TOTAL:						14,473.00
DEPARTMENT: 19 BALL COMPLEX						
16-1808	01-04100	DOTHAN TARPULIN PRODUCTS, (15) TARPS FOR DUGOUT		6/2016	269927-	630.00
16-2177	01-04100	DOTHAN TARPULIN PRODUCTS, PALLETS OF FIELD DRY		6/2016	269927	130.00
16-2065	01-A0110	ALL SEASON BUILDING SUPPLY, SUPPLIES FOR SPORTS COMPL		6/2016	71792	143.93
16-2142	01-B0061	RAINBOW GROUP LLC BALLFIELD SUPPLIES		6/2016	460084	950.00
16-2178	01-B0061	RAINBOW GROUP LLC PITCHING RUBBERS, WATER H		6/2016	460259	762.12
16-2194	01-B0154	ICE MAKER SALES & SERVICE, REPAIR TO ICE MACHINE		6/2016	1044298	249.13
16-2179	01-B0160	VARSITY BRANDS HOLDING CO., WATER JUGS, MISC. ITEMS		6/2016	98020327	558.54
16-2112	01-B1019	BEN E. KEITH COMPANY FOOD FOR CONCESSION		6/2016	63164274	1,312.35
16-1058	01-F0094	FLEETCORE TECHNOLOGIES, INC BULK FUEL		6/2016	np47878541d	272.20
16-1846	01-I1119	STEPHEN WHOLESALE CO, INC. SUPPLIES FOR CONCESSION		6/2016	6527630a	689.83
16-2063	01-I1119	STEPHEN WHOLESALE CO, INC. FOOD FOR CONCESSIONS		6/2016	6527630	61.94
16-2191	01-M0288	RAWLINGS SPORTING GOODS CO. BATS FOR RESALE		6/2016	83712665	965.84
16-2047	01-00035	OKLAHOMA ELECTRIC COOPERATIVE ELECTRIC SERVICE		6/2016	201607133453	1,517.86
16-2073	01-00055	OG&E COMPANY ELECTRIC SERVICE		6/2016	201607143475	1,411.00
16-1647	01-00227	OVERHEAD DOOR COMPANY OF OK REPAIRS TO WINDOW		6/2016	256494	380.00
16-2155	01-00227	OVERHEAD DOOR COMPANY OF OK DOOR REPAIR #2		6/2016	256494A	159.00
16-2139	01-P1016	P&K EQUIPMENT WEED EATERS, BLOWERS, MOW		6/2016	2268134	1,425.94
16-2064	01-S0265	J R SIMPLOT COMPANY FIELD CHALK, QUICK DRY		6/2016	218011584	416.00
16-2082	01-U0009	US FOODS, INC SUPPLIES FOR CONCESSION		6/2016	58003852	481.42
DEPARTMENT TOTAL:						12,517.10
DEPARTMENT: 20 AQUATICS						
16-2095	01-C0233	C&A ENTERPRISES BY AMY, LLC SHIRTS FOR PROGRAM		6/2016	1369	318.25
16-2176	01-C0233	C&A ENTERPRISES BY AMY, LLC SHIRTS FOR GUARD		6/2016	3169-	115.00
16-2047	01-00035	OKLAHOMA ELECTRIC COOPERATIVE ELECTRIC SERVICE		6/2016	201607133453	2,668.21
16-2120	01-R0158	R.C. SYSTEMS, INC SCREEN MONITORS		6/2016	16852A	45.00
16-1857	01-S9983	SUNBELT POOLS, INC CHLORINE FOR AQUATIC CENT		6/2016	22673-1A	1,515.00
16-2161	01-S9983	SUNBELT POOLS, INC CHLORINE & CHEMICALS		6/2016	22673-1	635.00
DEPARTMENT TOTAL:						5,296.46

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 21 FINANCE						
16-0729	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	6/2016	NP47878541B	23.05
DEPARTMENT TOTAL:						23.05
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
16-1372	01-F0094	FLEETCORE TECHNOLOGIES, INC	BULK FUEL	6/2016	NP47878541	258.64
16-2031	01-F0094	FLEETCORE TECHNOLOGIES, INC	BULK FUEL	6/2016	NP47878541A	132.47
16-1390	01-00096	OKLAHOMA UNIFORM BUILDING	COLLECTION OF STATE FEES	6/2016	201607133447	380.00
DEPARTMENT TOTAL:						771.11
DEPARTMENT: 41 POLICE						
16-0104	01-B0151	AUTO PLACE INC.	VEHICLE REPAIRS & PARTS	6/2016	8350	147.36
16-2051	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICE	6/2016	201607133439	234.68
16-0128	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	6/2016	NP47878505	3,806.25
16-2126	01-M0218	RODNEY FRANKS	REPAIRS TO UNIT 191	6/2016	201607133443	814.00
16-0100	01-M0286	JIMANI VENTURES, INC	OIL CHANGES	6/2016	244558	83.97
16-2047	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	6/2016	201607133453	4,923.60
16-2186	01-P0100	PROGRAPHICS, INC	POLICE DEPARTMENT ENVELOP	6/2016	2552	54.30
DEPARTMENT TOTAL:						10,064.16
DEPARTMENT: 42 ANIMAL CONTROL						
16-0128	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	6/2016	NP47878505	146.16
16-1325	01-L0096	WILLIAM A AND LAURA L RIDLE	LAUNDRY SERVICE	6/2016	6739	209.90
DEPARTMENT TOTAL:						356.06
DEPARTMENT: 51 FIRE						
16-2013	01-A0122	ALLIANCE MAINTENANCE, INC	WAX & BUFF DAY ROOMS	6/2016	82777	195.00
16-1992	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL FOR VEHICLE	6/2016	NP47878540	909.81
16-2185	01-G0040	GENTRY SERVICE & REPAIR, INC	REPLACE FUSES IN HVAC	6/2016	160508	96.00
16-2155	01-00227	OVERHEAD DOOR COMPANY OF OK	DOOR REPAIR #2	6/2016	256476	170.50
16-2108	01-T1087	THOMAS ENERGY SYSTEMS, INC	REPAIR BREATHING AIR COMP	6/2016	6677	526.73
16-1716	01-W0045	WESTERN ENTERPRISES, INC	FIREWORKS	6/2016	4553	10,000.00
DEPARTMENT TOTAL:						11,898.04

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 61		STREETS				
16-2047	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	6/2016	201607133453	944.75
16-2001	01-00055	OG&E COMPANY	ELECTRIC SERVICE	6/2016	201607133449	64.63
16-2045	01-00055	OG&E COMPANY	ELECTRIC SERVICE	6/2016	201607133451	83.85
DEPARTMENT TOTAL:						1,093.23
FUND TOTAL:						72,193.49

7/15/2016 8:36 AM

PURCHASE ORDER CLAIM REGISTER

PAGE: 5

FUND: 08 - PD TRAFFIC ENFORCEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE ENFORCEMENT				
16-1642	01-03570	OKLAHOMA ASSOCIATION OF SCHREGISTRATION FOR CONFEREN		6/2016	201607133445	350.00
DEPARTMENT TOTAL:						350.00
FUND TOTAL:						350.00

7/15/2016 8:36 AM

PURCHASE ORDER CLAIM REGISTER

PAGE: 7

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
16-2192	01-00181	OK TAX COMMISSION	MITF-MULTIPLE TRUST FUND	6/2016	201607133446	281.53
DEPARTMENT TOTAL:						281.53
FUND TOTAL:						281.53
GRAND TOTAL:						414,433.13

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 MAYOR AND COUNCIL						
17-0038	01-B0130	CHRISTOPHER HOWARD BOX	ALTERNATE JUDGE	7/2016	201607133457	400.00
DEPARTMENT TOTAL:						400.00
DEPARTMENT: 11 CITY MANAGER						
17-0023	01-A0122	ALLIANCE MAINTENANCE, INC	JANITORIAL SERVICE	7/2016	82989	880.00
17-0069	01-M0234	MUSTANG TIMES	SUBSCRIPTION	7/2016	201607133461	20.00
DEPARTMENT TOTAL:						900.00
DEPARTMENT: 13 PARKS AND RECREATION						
17-0220	01-C0189	TODD D. ABRELL	FITNESS EQUIPMENT MAINT.	7/2016	7087	835.90
17-0193	01-E0084	MOORE ELEVATION, LLC	CAMP FIELD TRIP	7/2016	43340	992.00
17-0281	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	7/2016	201607133462	129.91
17-0313	01-00055	OG&E COMPANY	ELECTRIC SERVICE	7/2016	201607143480	10.04
17-0188	01-00150	OK REC & PARK SOCIETY	MEMBERSHIPS	7/2016	1070	135.00
17-0174	01-S0132	SCIENCE MUSEUM OKLAHOMA	FIELD TRIP FOR SUMMER CAM	7/2016	IVC11878	426.00
DEPARTMENT TOTAL:						2,528.85
DEPARTMENT: 15 GENERAL GOVERNMENT						
17-0025	01-A0055	ASSOC OF CENTRAL OKLA GOVT	ACOG ASSESSMENT FEES	7/2016	7000	9,699.00
17-0266	01-C0025	CANADIAN COUNTY ELECT BOARD	ELECTION EXPENSES	7/2016	201607143477	1,886.28
17-0054	01-H0040	BILLY R HOWELL	PEST CONTROL	7/2016	201607143479	600.00
17-0281	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	7/2016	201607133462	25.02
17-0160	01-S0093	SMART TECHNOLOGIES INC	SMART ONLINE BACKUP	7/2016	716998	3,600.00
17-0086	01-S0330	STREETS LLC MECHANICAL CONTH	VAC MAINTENANCE	7/2016	S44-716	3,269.25
DEPARTMENT TOTAL:						19,079.55
DEPARTMENT: 16 TRANSFERS						
17-0063	01-L0045	LIMITED PURPOSE FUND	10% EXCESS	7/2016	201607133436	3,399.79
17-0064	01-M0210	MUSTANG IMPROVEMENT	SALES TAX TRANSFER	7/2016	201607133438	433,997.90
17-0085	01-S0205	STREET IMPROVEMENT FUND	STREET FUNDING	7/2016	201607133435	26,000.00
DEPARTMENT TOTAL:						463,397.69

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 18 TOWN CENTER						
17-0213	01-A0122	ALLIANCE MAINTENANCE, INC	CLEANING OF TOWN CENTER	7/2016	82988	4,435.00
17-0203	01-B0210	BURGESS BUILDING COMPANY, L	REPAIR & SERVICE PARTITIO	7/2016	160701	320.00
17-0216	01-L0052	LOCKE SUPPLY CO	LIGHT BULBS FOR T.C.	7/2016	29002563-00	115.83
17-0211	01-M0128	MAC FIRE SYSTEMS, INC	MONITORING AGREEMENT	7/2016	15984A	217.50
17-0281	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	7/2016	201607133462	449.68
17-0202	01-P0055	PLUMBCO, INC	RESTROOM REPAIRS	7/2016	201607133468	370.00
DEPARTMENT TOTAL:						5,908.01
DEPARTMENT: 19 BALL COMPLEX						
17-0214	01-A0131	JAMES HILLIS	PORT A POTTIES	7/2016	16115	147.00
17-0231	01-B1019	BEN E. KEITH COMPANY	FOOD FOR CONCESSION	7/2016	63170910	1,199.53
17-0228	01-I1119	STEPHEN WHOLESALE CO, INC.	FOOD FOR CONCESSION	7/2016	6530899	442.29
17-0281	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	7/2016	201607133462	52.33
17-0313	01-00055	OG&E COMPANY	ELECTRIC SERVICE	7/2016	201607143480	845.97
17-0201	01-00230	SHAWN A. LEWELLYN	MINI MELTS	7/2016	1001	697.60
17-0229	01-P0144	BOTTLING GROUP, LLC	DRINKS FOR CONCESSION	7/2016	25224660	1,075.30
DEPARTMENT TOTAL:						4,460.02
DEPARTMENT: 20 AQUATICS						
17-0281	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	7/2016	201607133462	92.00
DEPARTMENT TOTAL:						92.00
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
17-0218	01-D0078	DAHL HEAT & AIR	PRE-PAID ACCOUNT REFUND	7/2016	201607133458	117.50
DEPARTMENT TOTAL:						117.50
DEPARTMENT: 41 POLICE						
17-0128	01-A0122	ALLIANCE MAINTENANCE, INC	DEPARTMENTAL CLEANING	7/2016	82990	1,370.00
17-0131	01-C0107	CIRCA, INCORPORATED	SERVICE CONTRACT RENEWAL	7/2016	20506	4,445.00
17-0135	01-D0090	STATE OF OKLAHOMA	OLETS USER FEES	7/2016	04-1700115	350.00
17-0106	01-E1069	ETS DEVELOPMENT GROUP, INC	SLEUTH SOFTWARE SUPPORT	7/2016	MN1900460	8,123.00
17-0114	01-G0067	GREGORY TERMITE & PEST CONT	ANNUAL TERMITE AGREEMENT	7/2016	201607133460	445.00
17-0281	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	7/2016	201607133462	169.77
17-0194	01-P0110	AEGEAN, LLC	SEMINAR REGISTRATION FEE	7/2016	207915	295.00
17-0222	01-T0013	TASER INTERNATIONAL, INC.	TASER SUPPLIES	7/2016	SI1443445	599.76
DEPARTMENT TOTAL:						15,797.53

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 51 FIRE						
17-0249	01-A0110	ALL SEASON BUILDING SUPPLY,BUILDING REPAIR & MAINT.		7/2016	74271	1.47
17-0119	01-E0043	EMSA	ALS-SUBSIDY	7/2016	201607143478	1,500.00
17-0278	01-I1024	I.A.F.C.	MEMBERSHIP DUES	7/2016	201607133459	239.00
17-0285	01-00095	OK FIRE CHIEFS ASSOC	OFCA MEMBERSHIP	7/2016	201607133464	108.00
DEPARTMENT TOTAL:						1,848.47
DEPARTMENT: 61 STREETS						
17-0281	01-00035	OKLAHOMA ELECTRIC COOPERATIELECTRIC SERVICE		7/2016	201607133462	32.53
17-0294	01-00055	OG&E COMPANY	ELECTRIC SERVICE	7/2016	201607133466	43.89
DEPARTMENT TOTAL:						76.42
FUND TOTAL:						514,606.04

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
17-0257	01-P0055	PLUMBCO, INC	REPAIR FAUCET @ WHP	7/2016	201607133467	145.00
17-0237	01-R0120	RIVERSTONE, LLC	REPLACE FENCING @ FOOTBAL	7/2016	201607133469	12,987.00
17-0159	01-S1002	STERLING J. BEECROFT, LLC	ELECTRICAL PANELS & CONNE	7/2016	3241	3,600.00
DEPARTMENT TOTAL:						16,732.00
FUND TOTAL:						16,732.00

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
17-0261	01-M0287	MCMC LLC	WORKERS COMP CLAIM	7/2016	201607133470	14.25
17-0262	01-R0019	RADIOLOGY ASSOCIATES, LLC	WORKERS COMP CLAIM	7/2016	201607133471	14.12
17-0263	01-T024	THE PHYSICIANS GROUP, LLC	WORKERS COMP CLAIM	7/2016	201607133472	155.22
DEPARTMENT TOTAL:						183.59
FUND TOTAL:						183.59
GRAND TOTAL:						1,240,975.78

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. F-5

2. MEETING DATE: July 19, 2016

3. TITLE:

Discussion, Consideration and Possible Action to Approve Resolution No. 17-001 for a Budget Supplemental in the Library Fund for the Fiscal Year 2016-2017.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The Library Department received \$1,422 from Oklahoma State Aid – Department of Libraries for fiscal year 2015 State Aid Grant (10%). The Mustang Public Library met the requirements of the original grant and received the remaining ten percent that was withheld. The grant monies have been used to (partially) fund a Youth Services Assistant position.

A supplemental appropriation to increase the Library Fund in the amount of \$1,422 to be appropriated in fiscal year 2017.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Desiree Webber, Library Director

10. ORDINANCE /RESOLUTION NO. 17-001

RESOLUTION NO. 17-001

A RESOLUTION TO MAKE CHANGES IN THE LIBRARY FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2016-2017 FISCAL YEAR BUDGET BY \$1,422.

WHEREAS, The Library Department received \$1,422 from Oklahoma State Aid – Department of Libraries for fiscal year 2015 State Aid Grant (10%). The Mustang Public Library met the requirements of the original grant and received the remaining ten percent that was withheld. The grant monies have been used to (partially) fund a Youth Services Assistant position;

WHEREAS, the Council desires to appropriate funds;

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

SUPPLEMENTAL APPROPRIATION

Revenues:	
State Aid Grants (07-45112)	\$1,422
Expenditures:	
State Aid Expense (07-507-5630)	<u>\$1,422</u>
Total	<u>\$1,422</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **19th** day of **July 2016**.

1

Mayor

ATTEST:

City Clerk

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. F-6
2. MEETING DATE: July 19, 2016
- 3.
4. TITLE: Approval to Renew Agreement with the Mustang Chamber of Commerce for Fiscal Year 2016-2017
5. COUNCIL ACTION: Approve/Deny
6. INITIATOR: Timothy Rooney, City Manager
7. BACKGROUND:

The City of Mustang has been in a contract with the Chamber since July 1, 2008 and formerly agreed to pay the Chamber \$10,000 annually as consideration for services for the citizens of Mustang provided by the Chamber. This year, the City has agreed to raise that amount to \$12,500. Additionally, the City has agreed to provide banquet room space for monthly meetings and an annual banquet, Western Days event and administration space, and meeting/conference room space as needed, if available. The City estimates the total value of consideration for services is \$21,500.
8. FINANCIAL IMPACT: \$12,500
9. STAFF COMMENTS: Staff recommends Council approval of the Chamber of Commerce agreement as presented
10. STAFF SOURCE: Timothy Rooney, City Manager

AGREEMENT FOR SERVICES

CITY OF MUSTANG

MUSTANG CHAMBER OF COMMERCE

This Agreement is made and entered into this 16 day of June, 2016, by and between the **City of Mustang**, hereinafter referred to as the "**City**", and the **Mustang Chamber of Commerce, a nonprofit Corporation**, hereinafter referred to as "**Contractor**".

WITNESSETH:

WHEREAS, the Contractor is an experienced nonprofit corporation concerned with the provision of and services to the community; and

WHEREAS, the City has a continuing desire to serve the needs of the citizens of Mustang; and

WHEREAS, it is in the best interest of the citizens of the City of Mustang that the Contractor and the City agree for the provision of certain, hereinafter, described services by said Contractor; and,

NOW, THEREFORE, in consideration of mutual understanding the parties agree to the foregoing and as follows:

1. **TERM:** This agreement shall be from the 1st day of July, 2016 through the 30th day of June, 2016.
2. **CONSIDERATION:** The City agrees to pay Contractor, as consideration for services for the citizens of Mustang provided by the Mustang Chamber of Commerce, the total sum of twelve thousand five hundred dollars (\$12,500) to be paid annually, upon proper application. Additionally, the City agrees to provide contractor banquet room space for monthly meetings and an annual banquet, Western Days event and administration space, and meeting/conference room space as needed, **if available**. The City estimates the total value of consideration for services as \$21,500.

No application shall be considered for payment unless the services set forth in Paragraph Three (3) are continuously provided.

3. **SERVICES:** In consideration of the City's *above* set forth payment and additional considerations, the Contractor agrees to provide the following services:
- A) Promote and facilitate a viable economic development program for the community. Specifically, contractor shall employ at least one full-time *chamber executive* that will devote at least 10 hours per week directly to marketing, promoting and encouraging new retail and commercial economic development within the corporate limits of Mustang in a coordinated manner with City of Mustang staff;
 - B) Develop and promote programs which will be designed to benefit Mustang and assist in the business and tourism growth of the community, including business retention activities;
 - C) Provide consulting and coordination services to the City Staff on economic development related activities, programs, or functions;
 - D) Provide information to current businesses and residents, as well as potential businesses and residents;
 - E) Provide the City Council an annual report identifying and reporting contractor accomplishments, including actual and estimated tangible economic benefits that led directly or indirectly to increases in jobs, sales tax collections, or new residents.

Contractor agrees to put forth its best efforts on behalf of the City herein, and promises to adhere to good business and professional practices in its prosecution and completion of this program.

Contractor agrees to indemnify and hold harmless the City from any and all liability, loss or damage the City may suffer as a result of claims, demands, costs or judgments against it arising from the activities of Contractor. In addition, Contractor agrees to provide the City as an additional insured in an amount of not less than the maximum exposure of the City under the Oklahoma Governmental Tort Claims Act.

Contractor agrees to comply with all policies adopted by the City concerning the use of City property and facilities by private entities, whether those policies are in existence at the time of the execution of this agreement or are adopted by the City subsequent to the execution of this agreement.

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

DATED this 16 day of June, 2016.

THE CITY OF MUSTANG

Jay Adams, Mayor

MUSTANG CHAMBER OF COMMERCE



Rita Tate, President

ATTEST:

Lisa Martin, City Clerk

ATTEST:



Renee Peerman, Executive Director

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. F-7
2. MEETING DATE: July 19, 2016
3. TITLE: Approval to deny Tort Claim by Chris Parker, date of incident May 3, 2015, in the amount of \$3,176.00.
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Lisa Martin, City Clerk
6. BACKGROUND:

Claimant, Chris Parker, submitted this tort claim May 3, 2016, stating the City had not maintained the spillway on the south side of Castle Rock division and with the flooding in May, 2015, several large branches that were dumped into the spillway by residents caused several of the neighborhood bridges to wash down and damage his bridge. He stated the City removed the bridges and trash, but never came back to pick them up. Claim was submitted to the Oklahoma Municipal Assurance Group (OMAG) who investigated the claim and recommended it be denied, stating they found no liability on the City's part regarding this incident. OMAG stated a municipality may be liable only if it had prior notice of a defect or problem and failed to take appropriate remedial action within a reasonable time before the damage occurred. The claimant will have 180 days after notification of denial to file any lawsuit.

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



Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

July 6, 2016

City of Mustang
Attn: Lisa Martin
1501 N. Mustang Road
Mustang, OK 73064

RE: Member : City of Mustang
Claimant : Chris Parker
Date of Loss : 5/3/2015
Claim No. : 201995-LR

Dear Ms. Martin:

We have completed our investigation regarding the above referenced claim. It is our recommendation to the City of Mustang that this claim be denied. We find no liability on the City's part regarding this incident.

Under the Governmental Tort Claims Act, 51 Okla. Sec. 157(A), this claim will be deemed denied ninety (90) days after it was received by the City of Mustang. 51 Okla. Stat. Sec. 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 8/1/16, you must deny this claim in writing before 8/1/16. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

Please advise us as soon as possible of any official action taken by you on denial of this claim.

Sincerely,


Lori Randall
Claims Adjuster



Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

July 6, 2016

Chris Parker
621 S. Castle Rock Lane
Mustang, OK 73064

RE: Member : City of Mustang
 Claimant : Chris Parker
 Date of Loss : 5/3/2015
 Claim No. : 201995-LR

Dear Mr. Parker:

As the adjuster for the Oklahoma Municipal Assurance Group, the insurer for the City of Mustang, I am recommending denial of this claim and find no liability on the City of Mustang's part for this claim.

A municipality may be liable only if it had prior notice of a defect or problem and failed to take appropriate remedial action within a reasonable time before the damage occurred.

The City of Mustang had no notice of this issue prior to your incident. Based on this information we are recommending denial of this claim to the City of Mustang.

Sincerely,

Lori Randall
Claims Adjuster

cc: City of Mustang

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the Mustang
Public entity you are filing this claim against.

PLEASE PRINT OR TYPE AND SIGN

IMPORTANCE NOTICE: The filing of this form with the City Clerk's office is only the initial step in the claim process and does not indicate in any manner the acceptance of responsibility by the City or its related entities. Written notice is required by law and shall be filed with the City Clerk within one (1) year from the date of occurrence. It will then be sent to OMAG Claims Dept. for investigation. You may expect them to contact you. Failure to file within such time frame may result in the claim may apply (See Oklahoma Statutes Title 51, Section 151-172).

CLAIMANT(S) Chris Parker
ADDRESS 621 S Castle Rock Ln
Mustang, OK 73064
PHONE: HOM

- DATE AND TIME OF INCIDENT 5-3-15 5:00am a.m. () p.m. for any information requested)
- LOCATION OF INCIDENT spillway behind 621 S Castle Rock Ln in Mustang, OK
- DESCRIBE INCIDENT City has not maintained spillway on the south side of the division. With the floods in May several large branches dumped in the spillway by residents caused several of the neighborhood bridges to wash down & damage our bridge. The city removed the bridges & trash but never came back to pick them up.
- LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

BODILY INJURY: WAS CLAIMANT INJURED? YES NO X If yes, complete this section

Describe injury _____

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES NO If so, please give name, address and phone number of company _____

NAME OF DOCTOR OR HOSPITAL _____

ALL MEDICAL BILLS (attach Copies) \$ _____
LIST OTHER DAMAGES CLAIMED \$ _____
TOTAL BODILY INJURY.....\$ _____

PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.

VEHICLE NAME _____ BODY TYPE _____ YEAR _____

NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS bridge behind 621 S Castle Rock Ln

PROPERTY DAMAGE (Attach repair bills or two estimates) \$ 2576
LIST OTHER DAMAGES CLAIMED \$ 606 cleanup
TOTAL PROPERTY \$ 3176.00

5. NAME OF YOUR INSURANCE CO. State Farm POLICY NO. _____ AMOUNT CLAIMED 0 AMOUNT RECEIVED 0

6. The names of any witnesses known to you.

Name	<u>Kristin Tidaback</u>	<u>701 South Castlerock</u>	<u>(405) 821-5747</u>
		Address	Phone Number
Name	<u>Shawna Bostik</u>	<u>713 South Castlerock</u>	<u>(405) 308-0619</u>
		Address	Phone Number

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM.

TOTAL CLAIM \$ 3176.00

Chris Parker
SIGNATURE(S)

05/03/2016
DATE

B. THIS SECTION IS FOR USE BY THE PUBLIC ENTITY WHICH RECEIVES THE CLAIM

To inquire about this claim you may write to OMAG Claims Dept. or call 1-800-234-9461; or in Edmond call 657-1400

This Notice of Tort Claim was received by Lisa Martin
(Title) City Clerk, on May 3, 20 16

For further information on this claim contact Justin Battles or Tim Rooney
(Title) Asst. City Mgr & City Mgr, by telephone at (405) 376-4521

The following reports, statements or other documentation, which support our understanding of the facts relating to this claim, are attached:

Persons who have knowledge of the circumstances surrounding this claim are:

	<u>Name</u>	<u>Title/Position</u>	<u>Telephone</u>
1.			
2.			
3.			
4.			

Submitted by: Lisa Martin Date 5-3, 20 16
Title: City Clerk

AFTER THE PUBLIC ENTITY HAS RECEIVED THIS CLAIM, PLEASE PROVIDE INFORMATION REQUESTED ABOVE AND IMMEDIATELY SEND TO:

**OMAG Claims Dept.
3650 S. Boulevard
Edmond, OK 73013-5581
Fax (405) 657-1401**

**YOUR LOGO
HERE**

Quote

Scaggs Renovations LLC

Date _____

Invoice #

Expiration Date:

Chris Parker

621 S Castlerock Lr

Mustang

405-612-1868

Customer ID

To

[illegible]

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

Thank you for your business!

ESTIMATE



Chris Parker
621 S. Castlerock Ln.
Mustang, Ok 73064

(405) 612-1868

(405) Decks

1226 Glenwood St
Norman, Ok 73069

Estimate #

000077

Date

04/21/2016

Phone: (405) 448-8503

Email: tommy@405decks.com

Web: www.405decks.com

Description	Total
Pressure treated bridge	\$2,560.00
Bridge 8'x16'	
2x10 Joist	
4x4 Posts'	
5/4 Deck boards	
Carriage bolt and washer fastners'	
Includes labor and material.	
Stain included, customer's color choice. (Reference pics)	
Handrail-Basic	\$480.00
1.5x1.5 Balustars	
4x4 Posts'	
Includes labor and material.	
One year warranty	\$0.00
A one year warranty is included on everything we do! Warranty covers all work done by 405 Decks. If any issues arise during the first year we will take care of it!	
Mosquito Authority	\$0.00
405 Decks would like to offer you a free complimentary initial service from our friends at Mosquito Authority! a \$70.00 value!	

Subtotal	\$3,040.00
OK sales tax	\$136.80
Total	\$3,176.80

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-8

2. MEETING DATE: JULY 19, 2016

3. TITLE: AGREEMENT TO ALLOW PURCHASING OF WATER BY RESIDENTIAL PROPERTY OWNER LOCATED OUTSIDE THE CITY LIMITS OF MUSTANG.

4. COUNCIL ACTION: Discussion, consideration and possible action to approve or deny request.

5. INITIATOR: Community Development

COMMENTS & FACTS: Merrick Home Construction is constructing a home at 5908 Twin Fawn Trails, in Fawn Trails Subdivision just north of the City of Mustang.

When this part of the addition was developed, the water line was tied in to Mustang's City Water system and the existing homes on the street are tied into Mustang's water system. There was an understanding when the line was tied into Mustang's system that the houses in just this part of Fawn Trails would be utilizing Mustang water.

Attached is the agreement from Oklahoma City allowing the connection of this subdivision.

If approved, the applicant will purchase a water meter from the City of Mustang and Severn Trent will install it. We will include it in our meter-reading schedule and they will pay a water bill to Mustang monthly.

STAFF RECOMMENDATION:

7. FINANCIAL IMPACT: Water will be purchased at 1.5 times the rate charged to Mustang residents.

8. STAFF COMMENTS: Staff recommends approval.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

AGREEMENT

This Agreement made and entered into by and among the City of Mustang and the Mustang Improvement Authority (Collectively referred to as "City") and Merrick Home Construction (hereinafter referred to as Customer).

WITNESSETH

WHEREAS, City owns, operates, and maintains a water system providing water for City; and

WHEREAS, customer desires to purchase water from City, for personal use at the property located at 5908 Twin Fawn Trail

WHEREAS, the capacities of the City water system, at the time of execution of this Agreement, are adequate to meet the needs of City and its inhabitants.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is agreed between the parties as follows:

1. City agrees to sell, and customer agrees to purchase water from the City for personal use at the property located at 5908 Twin Fawn Trail

2. Customer agrees to pay all expenses for individual water lines and other appurtenances, \$100 connection fee to the City line, and additionally, to pay City for any other costs of connection to the City system normally incurred by any residential water customer of the City, including, but not limited to, deposits.

3. Customer agrees to meet and comply with all ordinances, requirements and specifications related to water service imposed by City, including, without limitation, installation, water lines, appurtenances, meter, connections, or other related matters, as would be required if customer were an inhabitant of City and as otherwise provided herein. Additionally, Customer agrees to install a back flow valve as directed by City prior to commencement of services.

4. Customer agrees to pay a rate of 1 ½ (one and one-half) times the rates charged city residential customers for water purchased by City, which rate shall automatically change appropriately if the City residential rates change.

5. Notwithstanding any other provision in this Agreement, the City expressly reserves the right to terminate and abrogate this Agreement at any time the governing body of the City of Mustang shall declare by resolution that the water being furnished pursuant to this contract is required by the City of Mustang for its own use and the use of its inhabitants. Upon the approval of the Agreement may be terminated without further action in 10 days from the date of the resolution.

AGREEMENT
PAGE 2

6. It is mutually understood and agreed by the parties that Customer accepts such treated water as it is at the time it is extracted or received from the City, provided that the water is of the quality and quantity distributed to other customers of City. Any determination by Customer that said water is not of such quality or quantity for its needs shall not give rise to any claim, action, or cause of action against City. It is further provided that if the water is of insufficient quantity to meet Customer's reasonable needs or is of inadequate quality for a period of seven consecutive days, then the Customer can terminate this Agreement upon seven (7) days written notice. It is further understood and agreed by the parties hereto that neither the City nor the Authority shall be held liable for any damage to Customer's pipeline or facilities that may be caused by power failures, pipeline breaks, filling or draining of any pipeline, pumping, changing pressures, loss of power, cessation of pumping, or any other operation or failure of the City system. In the event of service interruption, City shall act reasonably in an effort to timely restore service.
7. It is expressly understood and agreed by the parties that no provision of this Agreement is to be construed to grant Customer any property right of any nature or kind in the provisions of water service, sources, treatment facilities, distribution system, waters or water rights, or the City water system. Customer expressly covenants and agrees to make no claim of any nature or kind under this Agreement upon such property, facilities, water or water rights of City.
8. The primary term of this Agreement shall be from the effective date of this Agreement to the end of the 2016 - 2017 fiscal year; provided, however, that its provisions will be extended from fiscal year to fiscal year unless either party gives thirty (30) days written notice that it will not renew, unless otherwise terminated as provided herein.
9. All other provisions herein notwithstanding, any party may terminate this Agreement, for non-payment or upon violation by other party or parties of any material provision of this Agreement, or for any reason, by giving thirty (3) days prior written notice of its intention to do so. This Agreement shall automatically terminate at the end of such thirty-day period unless such violation is corrected, provided that any other remedy or remedies available under the law for such violation shall not be limited to this provision or the exercise of rights conferred by this provision.
10. This Agreement is not assignable except upon the prior written consent of all parties hereto. This provision is expressly applicable in the event Customer sells, leases, or otherwise conveys the property described herein, in which case, this Agreement will automatically terminate at the time of this conveyance, unless the parties have previously agreed to such assignment. It is further expressly provided that nothing in this Agreement shall be construed to prevent City from entering into a separate or new agreement with the successor to the property if so determined by the governing body.
11. This Agreement shall be executed induplicate, each copy of which shall be an original.

12. The effective date of this Agreement shall be upon execution hereof by the last party hereto. Water service shall thereafter commence within five working days after approval by the City that all City requirements have been met.
13. This Agreement may not be amended except by express written agreement of all parties hereto.
14. When any word in this Agreement is used in the singular number, it shall include the plural, and the plural shall include the singular, except where a contrary intention plainly appears. When any word in the Agreement is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.
15. Should the City either by resolution of its Council or its City Manager, determine that water use rationing or suspension must be observed by the customers in the vicinity of Customer due to water delivery or pressure problems, or by all customers of the City water system for whatever reason, the City Manager of the City may request that Customer similarly adopt water use rationing or suspension. Failure of Customer to promptly and similarly respond may result, at the discretion of the City Manager, in the summary reduction or suspension of water sale, and delivery hereunder.
16. The City is excused from non-performance and shall not be liable for any delay in delivery of for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond the control of the City, including, but not limited to, acts of third parties, fires, civil disobedience, riots, rebellions, accidents, explosions, floods, storms, acts of God, and similar occurrences. The City is expressly exempt from any liability involving fire protection or the provision of sufficient quantities of water for fire protection purposes and nothing in this Agreement shall be construed as a guarantee or assurance of any sort that the water provided would be sufficient for fire protection purposes.
17. Customer and City shall faithfully abide by the applicable ordinances, laws, rules and regulations of the City of Mustang, the State of Oklahoma, Oklahoma State Department of Health, and the United States of America, and all amendments thereto, as terms of this Agreement regardless of jurisdictional limits.
18. It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provision agreed upon by said parties and no agent or any party t this Agreement has authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.

AGREEMENT
PAGE 4

19. It is expressly agreed and stated that this Agreement is solely between the executing parties and that there are no third party beneficiaries nor rights or warranties expressly, implicitly or otherwise created or established in favor of third parties.

ADOPTED by the Council and SIGNED by the Mayor of the City of Mustang, Oklahoma this _____ day of _____, and 20 ____.

CITY OF MUSTANG

MAYOR

ATTEST: (Seal)

CITY CLERK

CUSTOMER

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

CHAIRMAN

ATTEST:

SECRETARY

APPROVED as to form this _____ day of _____, 20 ____.

CITY ATTORNEY
CITY OF MUSTANG

ORIGINAL

Sunny

AGREEMENT FOR
TEMPORARY SALE OF TREATED WATER
IN OKLAHOMA CITY

FAWN TRAILS LOTS 1-9 TO INCLUDE 6" WATER LINE. LOT ADDRESSES AS
follows: 5800, 5801, 5808, 5816, 5817, 5800, 5801, 5808 & 5809
Service Address: Twin Fawn Trail, Oklahoma City, OK
Temporary Service Provider: City of Mustang

1. Gerald P. Spool (hereinafter called "Applicant") agrees and acknowledges that the City of Oklahoma City permits the sale of water to the Applicant by the City of Mustang (hereinafter called "Temporary Supplier") and Temporary Supplier is authorized to sell treated water in Oklahoma City only for the period and purposes stated in this Agreement for Temporary Sale of Treated Water ("Agreement") and only for use by Applicant on the property (hereinafter called "subject property") described in the attachment to this Agreement.
2. Applicant agrees to disconnect from Temporary Supplier's water system and to connect to the Oklahoma City water system at such time as the Oklahoma City water system may be extended within one hundred (100) feet of Applicant's property line or at such time as an assessment district including the Applicant's property is created. Nothing herein waives or relieves the Applicant from any cost, fee, or assessment of Applicant's share of the cost of any extension of water service to the subject property.
3. Should a water assessment district be created or should Applicant be presented a petition for water assessment district, which includes Applicant's property, the Applicant hereby consents to the creation of the district and agrees to participate in the Applicant's share of the assessed costs.
4. The Applicant covenants and agrees not to petition for or support a petition for deannexation from Oklahoma City or annexation to another municipality.
5. The Applicant grants and donates to Oklahoma City and its Trust such easements as are necessary for construction, operation, and maintenance of public utilities.
6. The Applicant agrees to not permit others to connect to or draw water from Applicant's water connection or Applicant's water system. The Applicant agrees not to re-sell the water obtained pursuant hereto.
7. The Applicant agrees not to subdivide its property without the express prior written approval of the Director of Water and Wastewater Utilities for the City of Oklahoma City, which approval shall not be unreasonably withheld. The water and wastewater systems for any such subdivision must be extended in accordance with existing Oklahoma City extension policies.

8. The Applicant agrees and acknowledges that neither this Agreement nor the temporary permission to obtain water pursuant hereto shall be assigned or sold, but that this Agreement and the rights and obligations hereunder shall run with the subject property to the benefit of subsequent owners.

9. The Applicant acknowledges that The City of Oklahoma City is not responsible for the quality or quantity of water provided to Applicant by the Temporary Supplier even should the Temporary Supplier have purchased all or a portion of the water from The City of Oklahoma City.

10. The Applicant understands and agrees that this Agreement, these covenants, and the diagram shall be filed of record in the county where the subject property is located.

11. The Applicant will comply with all laws and regulations of the City, State, and Federal government.

APPLICANT

By *Donald R. Speed*
herein called Applicant

Date 6-19-07

By _____
herein called Applicant

Date _____

STATE OF OKLAHOMA)
) SS:
OKLAHOMA COUNTY)

SUBSCRIBED and Sworn to before me this 19th day of June, 2007.

SEAL

Susan B. Chreke
Notary Public

My commission expires 12/6/08 My commission number 04010935

TEMPORARY SUPPLIER

By _____ Date _____
herein called Temporary Supplier
By *Mike Rudege* Date 7-18-07
herein called Temporary Supplier

STATE OF OKLAHOMA)
) SS:
OKLAHOMA COUNTY)

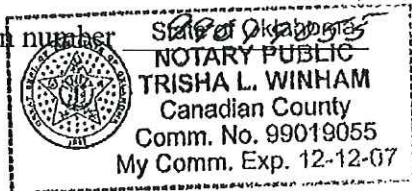
SUBSCRIBED and Sworn to before me this 18 day of July, 2007.

SEAL

Trisha L. Winham
Notary Public

My commission expires 12-12-07

My commission number



THE CITY OF OKLAHOMA CITY

By *Jim Suggs*
As Director of Utilities

Date 6/27/07

*conditional on execution by City of Mustang
as Temporary Supplier - mm*

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-9

2. MEETING DATE: July 19, 2016

3. TITLE: Acceptance of Off-Site 15-foot Public Utility Easement for Sewer Line for Hyde Park Addition.

4. COUNCIL ACTION: Discussion, Consideration and Possible Action to Accept Easement

5. INITIATOR: Community Development Department

COMMENTS & FACTS: When extending the public sewer line for Hyde Park Addition, a connection was made that went across Robert Crout's land east to Magnolia Trace. Cury Development has granted this easement and the city has approved the sewer line.

The sewer line in the attached easement has been accepted by the City of Mustang.

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: City staff recommends acceptance of the easement.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

The City of Mustang, Oklahoma

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS that Cury Development L.P. for and in consideration of One Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, do (es) hereby grant and convey unto THE CITY OF MUSTANG, OKLAHOMA, a municipal corporation, a permanent easement over the following described property situated in Canadian, County, Oklahoma, to wit:

See attached Exhibit "A" & "B"

For the use of THE CITY OF MUSTANG, OKLAHOMA, and TRUSTS of which THE CITY OF MUSTANG, OKLAHOMA is sole beneficiary; for the exclusive purpose of construction, maintaining, and operating a public sanitary sewer and appurtenances thereto, over, through and upon the same. Should the grantee abandon the permanent easement and right-of-way for the purposes above stated, then the said easement shall revert to the grantor, its successors and/or assigns.

Dated this 29 day of OCTOBER, 20 12.

BY:

[Signature]
GENERAL PARTNER

STATE OF OKLAHOMA)

) 49 O. S. (1985) Sec. 119 (IND./CORP. ACK.)

COUNTY OF CANADIAN)

This instrument was acknowledged before me on this 29th day of October, 20 12, by Janet K. Debnam of State of Oklahoma, Grady County

Janet K. Debnam My Commission expires 9/26/15
NOTARY PUBLIC

APPROVED as to form

Municipal Counselor

ACCEPTED by the Council of THE CITY OF MUSTANG, OKLAHOMA

this _____ day of _____, 20 ____.

City Clerk



Exhibit "A"

LEGAL DESCRIPTION

Hyde Park Addition
Mustang, Canadian Co., Oklahoma

15.0 foot Public Utility Easement

October 4, 2012

A tract of land being a part of the Northeast Quarter (NE/4) of Section Twenty-nine (29), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, being particularly described as follows:

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

THENCE South 00°25'31" East, along the West line of said Northeast Quarter (NE/4), a distance of 1,358.53 feet to the **POINT OF BEGINNING**;

THENCE North 72°56'37" East, a distance of 264.53 feet to a point on the West line of Magnolia Trace Phase 3 Addition, an addition to the City of Mustang, according to the recorded plat thereof;

THENCE South 15°47'58" West, along said West line, a distance of 9.61 feet to the Southwest corner of said Addition, said point also being the Northwest corner of Magnolia Trace Phase 4 Addition, an addition to the City of Mustang, according to the recorded plat thereof;

THENCE South 01°23'11" East, along the West line of said Phase 4 Addition, a distance of 7.19 feet;

THENCE South 72°56'37" West, a distance of 261.85 feet to the West line of said Northeast Quarter (NE/4);

THENCE North 00°25'31" West, along said West line, a distance of 15.65 feet to the **POINT OF BEGINNING**.

Said tract of land containing 3,938 square feet or 0.0904 acres, more or less.

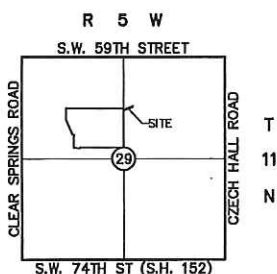
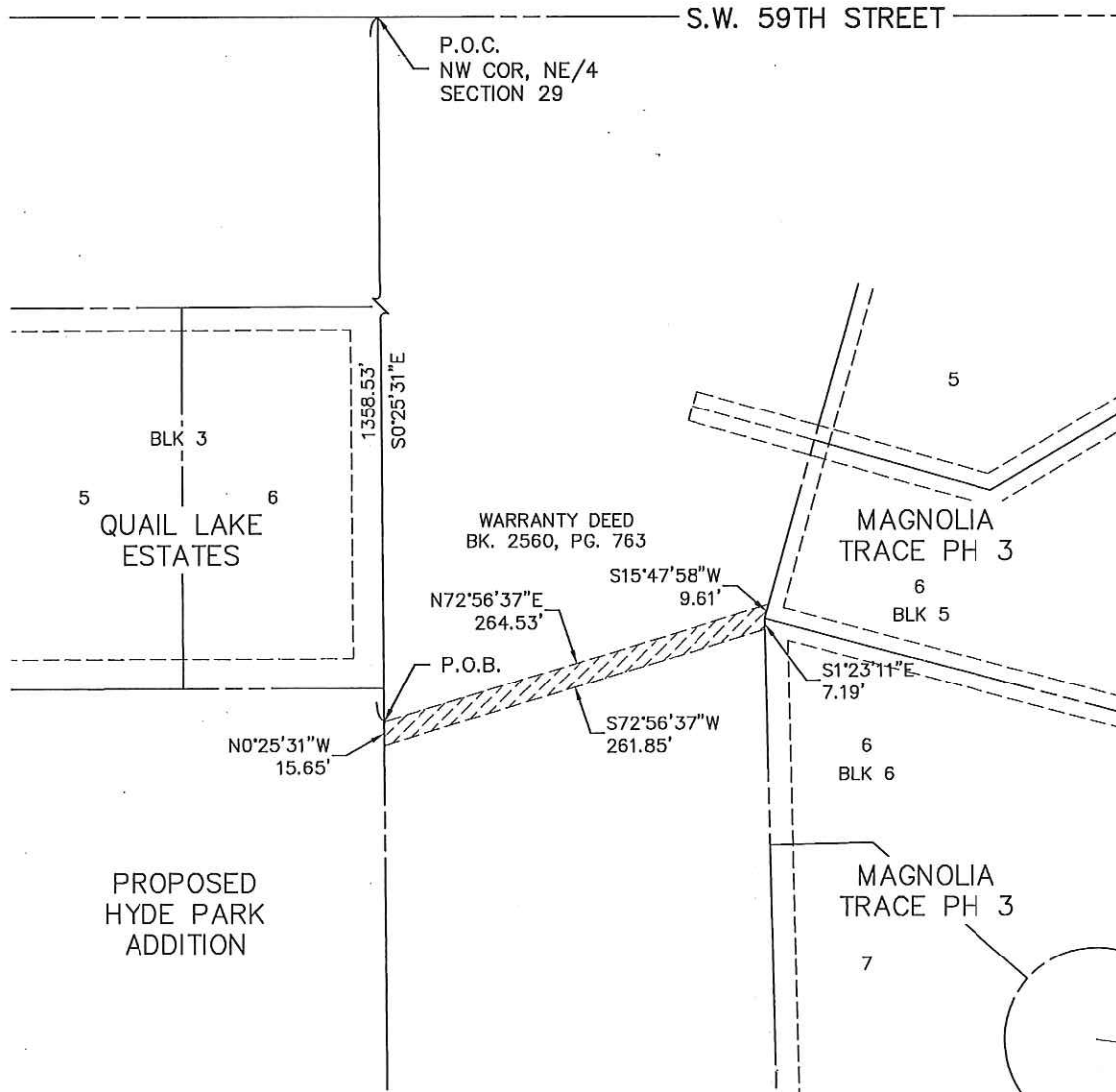
The basis of bearing for the above-described tract of land is the West line of said Northeast Quarter (NE/4) having a record bearing of North 00°25'31" West.

Prepared by Durham Surveying, Inc.
Damon K. Durham, PLS No. 1521

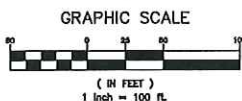
Exhibit 'B'

15.0' PUBLIC UTILITY EASEMENT

HYDE PARK ADDITION
PART OF SECTION 29, T11N, R5W, I.M.
MUSTANG, CANADIAN CO., OKLAHOMA



Location Map
SCALE 1"=4000'



DURHAM SURVEYING, INC.

1819 SOUTH MORGAN ROAD

OKLAHOMA CITY, OKLAHOMA 73128

Ph. (405) 265-3404 Fax (405) 265-0649

CERTIFICATE OF AUTHORIZATION NO. 5313, EXP. DATE 06/30/2014

10/4/2012

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-10

2. MEETING DATE: JULY 19, 2016

3. TITLE: MAINTENANCE BONDS FOR WATER LINES, SEWER LINES AND PAVING/DRAINAGE FOR HUNTERS SPRINGS ADDITION, PHASE 1.

4. COUNCIL ACTION: Discussion, Consideration and Possible Action to Accept Bonds

5. INITIATOR: Community Development Department

COMMENTS & FACTS:

The Maintenance Bonds for the Paving/Drainage, Public Water Lines and Sewer Lines for Hunter's Springs Addition, Phase 1 have been received by the Community Development Department. All improvements have been completed and tested.

The bond amounts for water and sewer are 110% of the contract price for 2 years. For paving and drainage, the amount is 100% for the first year, and 10% for four years thereafter.

The bonds have been reviewed and approved by the City Attorney for form and content.

7. FINANCIAL IMPACT: none

8. STAFF COMMENTS: Staff recommends acceptance.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

STREETS MAINTENANCE BOND

KNOW AL MEN BY THESE PRESENTS:

Bond No.: 9191516

That we, Schwarz Paving Company, Inc., as Principal, and Fidelity and Deposit Company of Maryland as surety, are held and firmly bound unto the CITY OF MUSTANG, a Municipal Corporation, and City of the first class, of the State of Oklahoma, in the full and just sum of 100% or One Million One Hundred Ninety One Thousand Eight Hundred Fifty Three and 35/100 Dollars, (\$ 1,191,853.35), such sum being equal to the contract price for a period of one (1) year and thereafter for a period of four (4) years for the sum of (\$ 119,185.34), such sum being not less than 10% of the contract price, for the payment of which, will and truly be made, we, and each of us, bid ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 1st day of November, 20 15.

The conditions of this obligation are such that whereas, said Principal has by contract between RC Hunter's Spring, LLC, and Schwarz Paving Company, Inc. dated this 8th Day of October, 20 15, constructed in THE CITY OF MUSTANG: Hunters Spring Phase 1, Paving & Drainage Improvements.

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

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

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

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

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



Attest:

Attest:

Witness, Carrie True

Schwarz Paving Company, Inc
Principal

By:

John Mayfield, President

Fidelity and Deposit Company of Maryland
Surety

By:

Dillon Rosenhamer, Attorney-In-Fact

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

City Attorney

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

Mayor

Attest:

City Clerk

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Michael P. Bond, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Michael F. ROSS, Debbie JOHNS, Jeffrey J. BURTON, Dillon B. ROSENHAMER, Carrie J. TRUE, Jana M. TAYLOR and John G. HESTER**, all of Oklahoma City, OK, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of June, A.D. 2015.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Michael P. Bond

By: Michael P. Bond, Vice President

Eric D. Barnes

By: Eric D. Barnes, Secretary

**State of Maryland
County of Baltimore**

On this 11th day of June, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President and Eric D. Barnes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 14 day of November, 20 15.



Gerald F. Haley

Gerald F. Haley, Vice President



SCHWARZ PAVING CO., INC.

8251 WEST RENO

OKLAHOMA CITY, OK 73127

Contact: Brian Schwarz

Phone: 1-405-789-7203

Fax: 1-405-789-7303

Quote To:

Crafton Tull & Associates

Job Name:

Hunter's Spring Phase I
Paving & Drainage

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
PAVING QUANTITIES					
10	6" P.C. CONCRETE PAVING (BOC - BOC)	5,199.00	SY	31.75	165,068.25
15	5" P.C. CONCRETE PAVING	11,574.00	SY	28.90	334,488.60
20	6" STABILIZED BASE	17,954.00	SY	4.75	85,281.50
30	6" INTEGRAL CURB	9,894.00	LF	9.00	89,046.00
40	6" X 18" HEADER CURB	84.00	LF	25.00	2,100.00
50	CURB MARKINGS "V" & "W"	142.00	EA	12.00	1,704.00
60	STANDARD BARRICADE	3.00	EA	550.00	1,650.00
PAVING SUBTOTAL					\$679,338.35
PUBLIC STORM SEWER					
100	6.5' X 0.5' CONCRETE FLUME	139.00	LF	65.00	9,035.00
110	4.0' X 0.5' EMER. OVERFLOW CONCR FLUME	15.00	LF	150.00	2,250.00
120	FLUME OPENING (28.0' - 7.5' TRANS.)	1.00	EA	3,000.00	3,000.00
130	D-2-0 CURB INLET	2.00	EA	4,000.00	8,000.00
140	D-2-3 CURB INLET	6.00	EA	7,500.00	45,000.00
150	GRADED STREET INLET	32.00	LF	950.00	30,400.00
160	30" RCP	165.00	LF	90.00	14,850.00
170	36" RCP	270.00	LF	100.00	27,000.00
180	42" RCP	26.00	LF	205.00	5,330.00
190	48" RCP	462.00	LF	160.00	73,920.00
200	48" FES	2.00	EA	3,500.00	7,000.00
210	5' ID MANHOLE	4.00	EA	3,500.00	14,000.00
220	6' ID MANHOLE	3.00	EA	4,200.00	12,600.00
230	RADIAL JUNCTION BOX	1.00	EA	6,100.00	6,100.00
240	CONCRETE TRAPEZOIDAL CHANNEL	294.00	LF	300.00	88,200.00
250	EARTHEN TRAPEZOIDAL CHANNEL	52.00	LF	60.00	3,120.00
260	8' X 4' RCB	62.00	LF	435.00	26,970.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
270	4' X 3' RCB	80.00	LF	250.00	20,000.00
280	8' X 4' RCB END SECTION	2.00	EA	6,300.00	12,600.00
290	4' X 3' RCB END SECTION	2.00	EA	5,000.00	10,000.00
300	10' RECTANGULAR WEIR STRUCTURE	1.00	EA	9,000.00	9,000.00
310	TRAPEZOIDAL WEIR STRUCTURE	1.00	EA	10,000.00	10,000.00
320	3' CUTOFF WALL	7.00	EA	1,100.00	7,700.00
330	FILTER FABRIC MAT	7.00	EA	100.00	700.00
340	12" RIP RAP	70.00	SY	90.00	6,300.00
350	6" CONCRETE	26.00	SY	40.00	1,040.00
360	HAND RAILS	730.00	LF	80.00	58,400.00
	PUBLIC STORM SEWER SUBTOTAL				\$512,515.00
	EROSION CONTROL (BY DEVELOPER)				
	EROSION CONTROL SUBTOTAL				
GRAND TOTAL					\$1,191,853.35

NOTES:

The Earthwork and Paving quotes have been figured as tied items (Schwarz performs both). Included in each scope are items with an overlapping scope of work. Work may be separated if discussed with Schwarz as to separate out the overlapping work.

We are able start earthwork immediately.

Earthwork quote includes initial installation of the above erosion control devices (if quoted above), control fill testing (see below note), clearing and grubbing (burn on-site only), general site excavation, fine grading of streets, and final finish grading of disturbed lots. Due to ODEQ's and/or Fire Marshall's ever changing rules and regulations, if trees/vegetation have to be hauled off please contact for additional quote.

Further clarification of included control fill testing: Includes the typical subdivision earthwork fill testing - a density test will be taken on each 1' lift in every other fill lot. Does not include testing on cut lots nor pad certifications. If additional tests are needed please clarify so additional costs can be determined.

EARTHWORK Exclusions: removal of debris and/or structures or obstructions known or unknown, mowing, staking, permits (DEQ, SWPPP, OKC, etc...), pad certification, maintenance of erosion control devices, regrading of finished areas due to erosion/others, dust control while not working on-site, import and/or export of borrow/excess excavation, undercut excavation, dewatering, and rock excavation (see below).

Excluded rock excavation is defined per ODOT 1999 specification for rock that cannot be ripped by a D6 dozer and/or comes out in greater 1/2 Cubic Yard sections. Also excludes undercutting and backfill of rock or unsuitable that may be required in proposed streets or lots.

Paving and Drainage quote includes Bond and Testing for work quoted above. Paving and Drainage to be a unit price contract in which as-built quantities are paid.

PAVING & DRAINAGE Project Exclusions: Survey/Staking, Permits, Fees, maintenance of erosion control devices unless

WATER AND SEWER MAINTENANCE BOND

Bond No: GR34850

KNOW ALL MEN BY THESE PRESENTS:

That we, M & M Ditching Inc., as Principal, and Granite Re, Inc. as surety, are held and firmly bound unto the CITY OF MUSTANG, a Municipal Corporation, and City of the first class, or the State of Oklahoma, in the full and just sum of Two Hundred Sixty Nine Thousand Six Hundred Fifty & 70/100-----, (\$ 269,650.70), such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 6th day of June, 20 16. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: Water Line to Hunters Spring Phase I all in compliance with the plans and specifications therefore, made a part of said contract and on file at the City Of Mustang and to maintain the said improvement in the amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

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

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

determined from time to time during the life of this bond as the condition of the improvements may require.

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

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

Attest:



Witness:



Patti Jackson

M & M Ditching Inc.

Principal

By: 

Granite Re, Inc.

Surety

By: 

Attorney-in-Fact Deborah L. Raper

Approved as to form this _____ day of _____, 20_____.

City Attorney

REVIEWED AND APPROVED by the Council of the City Of Mustang this
_____ day of _____, 20_____.

Attest:

Mayor

City Clerk

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

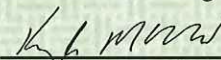
TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 30th day of June, 2015.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 30th day of June, 2015, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257




Notary Public

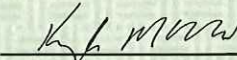
GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 30th day of June, 20 15.




Kyle P. McDonald, Secretary/Treasurer



M&MDI-1

OP ID: TH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/02/2016

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

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

PRODUCER RICH & CARTMILL - OKC 9401 Cedar Lake Avenue OKLAHOMA CITY, OK 73114 Kyle P Bradford	CONTACT NAME: Terry Holeman PHONE (A/C, No, Ext): 405-418-8626 E-MAIL: tholeman@rcins.com ADDRESS: tholeman@rcins.com	FAX (A/C, No): 405-418-8637
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Continental Casualty Co		20443
INSURER B: Valley Forge Ins Co.		20508
INSURER C: Transportation Insurance		20494
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
M & M Ditching Inc.
PO Box 179
Wheatland, OK 73097

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$2,000 PD Ded GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			C5090957459	12/01/2015	12/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			C5090957462	12/01/2015	12/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			C5090957476	12/01/2015	12/01/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A			WC5090957445	12/01/2015	12/01/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Water line improvements to Hunter's Spring Phase I

CERTIFICATE HOLDER

MUST019

City of Mustang
135 N Mustang Road
Mustang, OK 73064

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

SCHEDULE OF PRICES

<u>Approximate Quantities</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Total Price</u>
4137	LF.	8" Water Line (C-900 PVC DR-14)	\$ 16	\$ 66192
1184	LF.	6" Water Line (C-900 PVC DR-14)	\$ 12.50	\$ 14800
902	CY.	Sand Embedment	\$ 20	\$ 18040
10	EA.	Fire Hydrant 4.5' Bury	\$ 2700	\$ 27000
10	EA.	Fire Hydrant Riser	\$ 350	\$ 3500
3	EA.	8" x 8" Tee	\$ 325	\$ 975
9	EA.	8" x 6" Tee	\$ 300	\$ 2700
3	EA.	6" x 6" Tee	\$ 225	\$ 675
15	EA.	8" Gate Valve & Box	\$ 1300	\$ 19500
14	EA.	6" Gate Valve & Box	\$ 1000	\$ 14000
24	EA.	8" x 45° Vert Bend w/Thr Blks	\$ 350	\$ 8400
4	EA.	6" x 45° Vert Bend w/Thr Blks	\$ 300	\$ 1200
7	EA.	8" x 11-1/4° Bend w/Thr Blks	\$ 225	\$ 1575
3	EA.	8" Plug w/2" Blow Off	\$ 900	\$ 2700
1	EA.	Remove 8" Plug w/2" Blow Off	\$ 300	\$ 300
1	EA.	Wet Connection	\$ 1000	\$ 1000
1	EA.	12"X8" Tapping Sleeve (M.J.)	\$ 2000	\$ 2000
1	EA.	8" Tapping Valve & Box	\$ 1300	\$ 1300
43	LF.	Bore & Encasement	\$ 300	\$ 12900
67	EA.	SSS	\$ 300	\$ 20100
56	EA.	SLS	\$ 400	\$ 22400
164	CY.	Sand-Backfill	\$ 20	\$ 3280
1	LS.	Testing & Disinfection	\$ 600	\$ 600
TOTAL WATER LINE IMPROVEMENTS			\$ 245137	

NOTE: The contractor shall dispose of water flushed from water mains in a location and manner approved by the owner and engineer. The water shall be directed away from the street cut.

WATER AND SEWER MAINTENANCE BOND

Bond No: GR34849

KNOW ALL MEN BY THESE PRESENTS:

That we, M & M Ditching Inc., as Principal, and Granite Re, Inc. as surety, are held and firmly bound unto the CITY OF MUSTANG, a Municipal Corporation, and City of the first class, or the State of Oklahoma, in the full and just sum of Three Hundred Eight Thousand Five Hundred Twenty & 30/100 (\$ 308,520.30), such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 6th day of June, 20 16. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: Sanitary Sewer Line to Hunters Spring Phase I all in compliance with the plans and specifications therefore, made a part of said contract and on file at the City Of Mustang and to maintain the said improvement in the amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

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

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

determined from time to time during the life of this bond as the condition of the improvements may require.

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

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

Attest:

Jim Pilgrin

Witness:

Patti Jackson

M & M Ditching Inc.

Principal

By: Mark Merck

Granite Re, Inc.

Surety

By: Deborah L. Raper
Attorney-in-Fact Deborah L. Raper

Approved as to form this _____ day of _____, 20_____.

City Attorney

REVIEWED AND APPROVED by the Council of the City Of Mustang this
_____ day of _____, 20_____.

Attest:

Mayor

City Clerk

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 30th day of June, 2015.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

On this 30th day of June, 2015, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257



Notary Public

GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 30th day of June, 20 15.



Kyle P. McDonald, Secretary/Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/02/2016

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

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

PRODUCER RICH & CARTMILL - OKC 9401 Cedar Lake Avenue OKLAHOMA CITY, OK 73114 Kyle P Bradford		CONTACT NAME: Terry Holeman PHONE (A/C, No, Ext): 405-418-8626 E-MAIL ADDRESS: tholeman@rcins.com FAX (A/C, No): 405-418-8637		
INSURED M & M Ditching Inc. PO Box 179 Wheatland, OK 73097		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Continental Casualty Co		20443
		INSURER B: Valley Forge Ins Co.		20508
		INSURER C: Transportation Insurance		20494
		INSURER D:		
		INSURER E:		
INSURER F:				

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$2,000 PD Ded GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			C5090957459	12/01/2015	12/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			C5090957462	12/01/2015	12/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			C5090957476	12/01/2015	12/01/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N		N/A	WC590957445	12/01/2015	12/01/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Water line improvements to Hunter's Spring Phase I

CERTIFICATE HOLDER

MUST019

City of Mustang
135 N Mustang Road
Mustang, OK 73064

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

QUOTE

M&M Ditching, Inc.

P.O. Box 179

Wheatland, OK 73097

Phone: (405) 745-3633 Fax: (405) 745-3533

QUOTE DATE: 8/20/15

QUOTE NUMBER: 8-20-15

DATE NEEDED:

QUOTE EXPIRES: 9/19/15

QUOTED

FOR:

Hunters Spring Phase I

SHIP

TO:

Hunters Spring Phase I

CUSTOMER ID	PURCHASE ORDER	SALES REPRESENTATIVE	PAYMENT TERMS	SHIP VIA	F.O.B.	PAGE
82015					Origin	1 of 1

QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
4,394.00	1	8" SANITARY SEWER PIPE SDR 35	15.0000	65,910.00
2,006.00	2	10" SANITARY SEWER PIPE (SDR 35)	18.0000	36,108.00
90.00	3	8" DUCTILE IRON PIPE	42.0000	3,780.00
27.00	4	MANHOLE-COMplete 0-6' DEEP	1,300.0000	35,100.00
2.00	5	SADDLE MANHOLE-COMplete 0-6' DEEP	1,300.0000	2,600.00
43.00	6	EXTRA DEPTH MANHOLE WALL	125.0000	5,375.00
86.00	7	4" ON 8" WYE	75.0000	6,450.00
39.00	8	4" ON 10" WYE	175.0000	6,825.00
159.00	9	4" ON 1/8 BEND	20.0000	3,180.00
1,016.00	10	4" RISER PIPE	10.0000	10,160.00
1,270.00	11	4" SERVICE PIPE	20.0000	25,400.00
2,514.00	12	0'-6' TRENCH	1.0000	2,514.00
2,928.00	13	6'-8' TRENCH	1.0000	2,928.00
748.00	14	8'-10' TRENCH	1.0000	748.00
210.00	15	10'-12' TRENCH	1.0000	210.00
2.00	16	CONCRETE COLLAR	1,000.0000	2,000.00
43.00	17	STEEL CASING	60.0000	2,580.00
1,125.00	18	CRUSHED ROCK BEDDING	35.0000	39,375.00
753.00	19	ROCK BACK FILL	35.0000	26,355.00
175.00	20	SOD	5.0000	875.00
10.00	21	CONCRETE DRIVEWAY REPAIR	100.0000	1,000.00
1.00	22	LEAKAGE TESTING	500.0000	500.00
1.00	23	DEFLECTION TEST	500.0000	500.00

SUBTOTAL:	280,473.00
SALES TAX:	0.00
SHIPPING:	0.00
OTHER:	0.00
TOTAL	280,473.00

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-11

2. MEETING DATE: JULY 19, 2016

3. TITLE: MAINTENANCE BONDS FOR WATER LINES, SEWER LINES AND PAVING/DRAINAGE FOR SAVANNAH LAKES ADDITION, PHASE 6.

4. COUNCIL ACTION: Discussion, Consideration and Possible Action to Accept Bonds

5. INITIATOR: Community Development Department

COMMENTS & FACTS:

The Maintenance Bonds for the Paving/Drainage, Public Water Lines and Sewer Lines for Savannah Lakes Addition, Phase 6 have been received by the Community Development Department. All improvements have been completed and tested.

The bond amounts for water and sewer are 110% of the contract price for 2 years. For paving and drainage, the amount is 100% for the first year, and 10% for four years thereafter.

The bonds have been reviewed and approved by the City Attorney for form and content.

7. FINANCIAL IMPACT: none

8. STAFF COMMENTS: Staff recommends acceptance.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

WATER AND SEWER MAINTENANCE BOND

Bond No: 09201756

KNOW ALL MEN BY THESE PRESENTS:

That we, Burns Paving Co., Inc., as Principal, and Fidelity and Deposit Company of Maryland as surety, are held and firmly bound unto the CITY OF MUSTANG, a Municipal Corporation, and City of the first class, or the State of Oklahoma, in the full and just sum of Eighty One Thousand Five Hundred Five & 60/100----, (\$ 81,505.60), such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 21st day of October, 2015. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: Storm Sewer to Savannah Lakes 6th Addition all in compliance with the plans and specifications therefore, made a part of said contract and on file at the City Of Mustang and to maintain the said improvement in the amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

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

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

determined from time to time during the life of this bond as the condition of the improvements may require.

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

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

Attest:

Renda Laughlin

Witness:

Twian Dodson

Burns Paving Co., Inc.

Principal

By:

Fidelity and Deposit Company of Maryland

Surety

By:

Attorney-in-Fact Deborah L. Raper

Approved as to form this _____ day of _____, 20____.

City Attorney

REVIEWED AND APPROVED by the Council of the City Of Mustang this
_____ day of _____, 20____.

Attest:

Mayor

City Clerk

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GEOFFREY DELISIO, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **J. Kelly DEER, Travis E. BROWN, Robbie LOYD, Jamie BURRIS, Vaughn P. GRAHAM, Stephen M. POLEMAN, Cindy M. REYNOLDS, Deborah L. RAPER, Dwight A. PILGRIM and Shelli R. SAMSEL**, all of Tulsa, Oklahoma, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of October, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Gerald F. Haley

By: _____
Assistant Secretary
Gerald F. Haley

Geoffrey Delisio

Vice President
Geoffrey Delisio

State of Maryland
County of Baltimore

On this 16th day of October, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GEOFFREY DELISIO, Vice President, and GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25 day of October, 2015.



Thomas O. McClellan, Vice President

**SCHEDULE OF PRICES
PUBLIC STORM SEWER QUANTITIES**

Aprox. Qty.	Unit	Item	Unit Price	Total Price
86	L.F.	13.5" x 22" Arched RCP	\$ 83.00	\$ 7,138.00
26	L.F.	18" RCP	\$ 56.00	\$ 1,456.00
44	L.F.	24" RCP	\$ 67.00	\$ 2,948.00
28	L.F.	30" RCP	\$ 83.00	\$ 2,324.00
202	L.F.	36" RCP	\$ 85.00	\$ 17,170.00
2	EA.	13.5" x 22" Arched Prefab. Flared End Sections (P.F.E.S)	\$ 950.00	\$ 1,700.00
1	EA.	24" Headwall w/45° Wings	\$ 1,580.00	\$ 1,580.00
1	EA.	36" Headwall w/transition to Flume & 30" Wings	\$ 1,850.00	\$ 1,850.00
2	EA.	D-2-3 Curb Inlet	\$ 4,950.00	\$ 9,900.00
2	EA.	D-2-0 Curb Inlet	\$ 3,250.00	\$ 6,500.00
202	L.F.	4'x0.5' Concrete Overflow Flume	\$ 50.00	\$ 10,100.00
40	C.Y.	Type 'A' Aggregate Backfill	\$ 38.00	\$ 1,520.00
105	C.Y.	Crushed Rock Bedding Material	\$ 38.00	\$ 3,990.00
208	L.F.	Grade -To-Drain	\$ 15.00	\$ 3,120.00
4	EA.	3" Cut off Wall	\$ 350.00	\$ 1,400.00
20	S.Y.	12" Rip Rap w/Filter Fabric Mat	\$ 70.00	\$ 1,400.00
TOTAL DRAINAGE BID			\$ 74,096.00	

The contractor herewith agrees to complete all work hereby within 60 working days from the date of Engineer's Notice to Proceed. Contractor further agrees to commence said work by two weeks.



CERTIFICATE OF LIABILITY INSURANCE

BURNS-9

OP ID: HW

DATE (MM/DD/YYYY)

10/07/2015

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

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

PRODUCER Acrisure DBA: Frates Insurance Management 13439 Broadway Extension Oklahoma City, OK 73114 Frank K. Smith	Phone: 405-290-5600 Fax: 405-290-5701	CONTACT NAME: Heather Wolf PHONE (A/C, No, Ext): 405-290-5758 E-MAIL ADDRESS: Heather.Wolf@FratesInsurance.com FAX (A/C, No): 405-775-5957
INSURED Burns Paving Company Inc Asphalt Producers Inc Burns Trucking Inc. 105 NE 44th St Oklahoma City, OK 73105		INSURER(S) AFFORDING COVERAGE INSURER A: BITCO National Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 20109

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Blkt Contractual ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	X	CLP3611084	10/10/2014	10/10/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		CAP3611086	10/10/2014	10/10/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUP2807159	10/10/2014	10/10/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐	N/A	WC3611083	10/10/2014	10/10/2015	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented		CL3611084	10/10/2014	10/10/2015	Each Item 400,000 Per Occur 800,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Savannah Lakes 6th Addition

CERTIFICATE HOLDER

CANCELLATION

PREMIUM2

Pemium Land, LLC
PO Box 6718
Edmond, OK 73083

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

STREETS MAINTENANCE BOND

KNOW AL MEN BY THESE PRESENTS:

That we, Burns Paving Co., Inc., as Principal, and Fidelity and Deposit Company of Maryland as surety, are held and firmly bound unto the CITY OF MUSTANG, a Municipal Corporation, and City of the first class, of the State of Oklahoma, in the full and just sum of 100% or Three Hundred Ninety Five Thousand Seven Hundred Thirty Seven and 00/100 (\$ 395,737.00), such sum being equal to the contract price for a period of one (1) year and thereafter for a period of four (4) years for the sum of (\$ 39,573.70), such sum being not less than 10% of the contract price, for the payment of which, will and truly be made, we, and each of us, bid ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 21st day of October, 20 15.
The conditions of this obligation are such that whereas, said Principal has by contract between Burns Paving Co., Inc.,
And Premium Land, LLC dated this 8th
Day of October, 20 15, constructed in THE CITY OF
MUSTANG: Paving Improvements to Savannah Lakes 6th Addition

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

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

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

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

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

Burns Paving Co., Inc.

Principal

Attest:

Renda Laughlin By: [Signature]

Fidelity and Deposit Company of Maryland

Surety

Attest:

Twinn Dodson By: [Signature]
Attorney-In-Fact Deborah L. Raper

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

City Attorney

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

Mayor

Attest:

City Clerk

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GEOFFREY DELISIO, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **J. Kelly DEER, Travis E. BROWN, Robbie LOYD, Jamie BURRIS, Vaughn P. GRAHAM, Stephen M. POLEMAN, Cindy M. REYNOLDS, Deborah L. RAPER, Dwight A. PILGRIM and Shelli R. SAMSEL**, all of Tulsa, Oklahoma, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of October, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Gerald F. Haley
Assistant Secretary
Gerald F. Haley

Geoffrey Delisio

Vice President
Geoffrey Delisio

State of Maryland
County of Baltimore

On this 16th day of October, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GEOFFREY DELISIO, Vice President, and GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24 day of October, 20 15.



Thomas O. McClellan, Vice President

**SCHEDULE OF PRICES
PUBLIC PAVING QUANTITIES**

Approx. Qty.	Unit	Item	Unit Price	Total Price
8799	S.Y.	5' P.C. Concrete Paving	\$ 33.00	\$ 290,367.00
9290	S.Y.	6" Stabilized Base	\$ 5.00	\$ 46,450.00
5424	L.F.	6" Integral ox Curb	\$ 10.00	\$ 54,240.00
104	L.F.	Remove 6" x 18" Header Curb	\$ 10.00	\$ 1,040.00
66	EA.	"W" & "V" Curb Markings	\$ 5.00	\$ 330.00
10	EA.	ADA Ramp (Depression Only)	\$ 1.00	\$ 10.00
2	EA.	ADA Ramp (Flume Crossing)	\$ 800.00	\$ 1,600.00
4	EA.	Remove Standard Barricade	\$ 50.00	\$ 200.00
1	L.S.	Erosion Control Maintenance	\$ 1,500.00	\$ 1,500.00
TOTAL BID FOR ASPHALT PAVING			\$ 395,737.00	



CERTIFICATE OF LIABILITY INSURANCE

BURNS-9

OP ID: HW

DATE (MM/DD/YYYY)

10/07/2015

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

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

PRODUCER Acrisure DBA: Frates Insurance Management 13439 Broadway Extension Oklahoma City, OK 73114 Frank K. Smith	Phone: 405-290-5600	CONTACT NAME: Heather Wolf
	Fax: 405-290-5701	PHONE (A/C, No, Ext): 405-290-5758
		FAX (A/C, No): 405-775-5957
	E-MAIL ADDRESS: Heather.Wolf@FratesInsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: BITCO National Insurance Co	NAIC # 20109
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Blkt Contractual ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	X		CLP3611084	10/10/2014	10/10/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			CAP3611086	10/10/2014	10/10/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP2807159	10/10/2014	10/10/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A		N/A	WC3611083	10/10/2014	10/10/2015	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented			CL3611084	10/10/2014	10/10/2015	Each Item 400,000 Per Occur 800,000

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

Owner: Premium Land LLC
Project: Savannah Lakes 6th Addition

CERTIFICATE HOLDER

CITYM-4

City of Mustang
1501 N Mustang Road
Mustang, OK 73064

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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WATER AND SEWER MAINTENANCE BOND

Bond No. 9193639

KNOW ALL MEN BY THESE PRESENTS:

That we, 4M Trenching, Inc., as Principal, and Fidelity and Deposit Company of Maryland as surety, are held and firmly bound unto the CITY OF MUSTANG, a Municipal Corporation, and City of the first class, or the State of Oklahoma, in the full and just sum of Forty Six Thousand Seven Hundred Seventy One and 45/100, (\$46,771.45), such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 21st day of August, 2015. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: Sanitary Sewer Line Improvements to Savannah Lakes 6th Addition in the vicinity of SW 59th Street & Mustang Road., Mustang, OK all in compliance with the plans and specifications therefore, made a part of said contract and on file at the City Of Mustang and to maintain the said improvement in the amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

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

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

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

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

Attest:

Margaret Raper

Witness:

Debbie Raper
Debbie Raper

4M Trenching, Inc.
Principal

By: [Signature]

Fidelity and Deposit Company of Maryland

Surety

By: Shelli R. Samsel
Shelli R. Samsel, Attorney-in-Fact

Approved as to form this _____ day of _____, 20_____.

City Attorney

REVIEWED AND APPROVED by the Council of the City Of Mustang this
_____ day of _____, 20_____.

Attest:

Mayor

City Clerk

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GEOFFREY DELISIO, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **J. Kelly DEER, Travis E. BROWN, Robbie LOYD, Jamie BURRIS, Vaughn P. GRAHAM, Stephen M. POLEMAN, Cindy M. REYNOLDS, Deborah L. RAPER, Dwight A. PILGRIM and Shelli R. SAMSEL**, all of Tulsa, Oklahoma, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of October, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:

Gerald F. Haley

*Assistant Secretary
Gerald F. Haley*

Geoffrey Delisio

*Vice President
Geoffrey Delisio*

**State of Maryland
County of Baltimore**

On this 16th day of October, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GEOFFREY DELISIO, Vice President, and GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

*Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015*



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of August, 2015.



Thomas O. McClellan, Vice President

SCHEDULE OF PRICES

<u>Approximate Quantities</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Total Price</u>
719	L.F.	8" Sanitary Sewer Line	\$ <u>13.50</u>	\$ <u>9706.50</u>
3	EA.	0-6' Manhole-Complete	\$ <u>2200.00</u>	\$ <u>6600.00</u>
10	V.F.	Extra Depth Manhole Wall	\$ <u>117.00</u>	\$ <u>1170.00</u>
7	VF.	Adjust Ex. MH Rims (Raise)	\$ <u>221.00</u>	\$ <u>1547.00</u>
2	VF.	Adjust Ex. MH Rim (Lower)	\$ <u>195.00</u>	\$ <u>390.00</u>
17	EA.	4" on 8" Wye	\$ <u>90.00</u>	\$ <u>1530.00</u>
17	EA.	4" on 1/8° Bend	\$ <u>5.00</u>	\$ <u>85.00</u>
9	EA.	Plug & Abandon Ex. Wye	\$ <u>204.00</u>	\$ <u>1836.00</u>
193	L.F.	4" Riser Pipe	\$ <u>5.00</u>	\$ <u>965.00</u>
144	L.F.	6-8' Trench	\$ <u>9.00</u>	\$ <u>1296.00</u>
291	L.F.	8-10' Trench	\$ <u>11.00</u>	\$ <u>3201.00</u>
119	L.F.	10'-12' Trench	\$ <u>13.00</u>	\$ <u>1547.00</u>
127	L.F.	12'-14' Trench	\$ <u>19.00</u>	\$ <u>2413.00</u>
38	L.F.	14' - 16' Trench	\$ <u>22.00</u>	\$ <u>836.00</u>
20	L.F.	14" Steel Encasement	\$ <u>75.00</u>	\$ <u>1500.00</u>
124	C.Y.	Crushed Rock Bedding	\$ <u>39.00</u>	\$ <u>4836.00</u>
29	C.Y.	Crushed Rock Backfill	\$ <u>59.00</u>	\$ <u>1711.00</u>
1	L.S.	Leakage Test	\$ <u>850.00</u>	\$ <u>850.00</u>
1	L.S.	Deflection Test	\$ <u>280.00</u>	\$ <u>280.00</u>
1	L.S.	Erosion Control Maintenance	\$ <u>550.00</u>	\$ <u>550.00</u>
TOTAL BID FOR SANITARY SEWER IMPROVEMENTS			\$ <u><u>42,519.50</u></u>	

The Contractor herewith agrees to complete all work hereby within 25 working days from the date of Engineer's Notice to Proceed. **NOTE: Water and sewer line bids are generally tied and the work is to be performed simultaneously. The completion date shall be the total combined time for both the water and sewer line construction once the work order is obtained from the City.** Contractor further agrees to commence said work by 2 week notice.



4MTRE-1

OP ID: TH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2016

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

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

PRODUCER RICH & CARTMILL - OKC 9401 Cedar Lake Avenue OKLAHOMA CITY, OK 73114 Kyle P Bradford		CONTACT NAME: Terry Holeman PHONE (A/C, No, Ext): 405-418-8626 FAX (A/C, No): 405-418-8637 E-MAIL ADDRESS: tholeman@rcins.com	
INSURED 4M Trenching, Inc. 5321 SW 11th Street Oklahoma City, OK 73128-2415		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Co INSURER B: Continental Insurance INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20443 35289	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			C2095322440	08/08/2015	08/08/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			C2095322437	08/08/2015	08/08/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			C2095322454	08/08/2015	08/08/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC5090789242	02/01/2016	02/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Installation Fltr			C2095322440	08/08/2015	08/08/2016	Install 75,000

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

RE: Job #14615400 Sanitary Sewer Line in vicinity of SE of SW 59th & Mustang Rd Canadian County

CERTIFICATE HOLDER

CANCELLATION

CITYMU1

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

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

AUTHORIZED REPRESENTATIVE

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WATER AND SEWER MAINTENANCE BOND

Bond No. 9193640

KNOW ALL MEN BY THESE PRESENTS:

That we, 4M Trenching, Inc., as Principal, and Fidelity and Deposit Company of Maryland as surety, are held and firmly bound unto the CITY OF MUSTANG, a Municipal Corporation, and City of the first class, or the State of Oklahoma, in the full and just sum of One Hundred Twenty Nine Thousand Seven Hundred Eighteen and 89/100, (\$129,718.89), such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 21st day of August, 2015. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: Water Line Improvements to Savannah Lakes 6th Addition in the vicinity of SW 59th Street & Mustang Road., Mustang, OK all in compliance with the plans and specifications therefore, made a part of said contract and on file at the City Of Mustang and to maintain the said improvement in the amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

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

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

determined from time to time during the life of this bond as the condition of the improvements may require.

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

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

Attest:

Marnel Raper

4M Trenching, Inc.
Principal

By: [Signature]

Fidelity and Deposit Company of Maryland

Witness:

[Signature]
Debbie Raper

Surety

By: [Signature]
Shelli R. Samsel, Attorney-in-Fact

Approved as to form this _____ day of _____, 20_____.

City Attorney

REVIEWED AND APPROVED by the Council of the City Of Mustang this
_____ day of _____, 20_____.

Attest:

Mayor

City Clerk

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GEOFFREY DELISIO, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **J. Kelly DEER, Travis E. BROWN, Robbie LOYD, Jamie BURRIS, Vaughn P. GRAHAM, Stephen M. POLEMAN, Cindy M. REYNOLDS, Deborah L. RAPER, Dwight A. PILGRIM and Shelli R. SAMSEL**, all of Tulsa, Oklahoma, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of October, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Gerald F. Haley

*Assistant Secretary
Gerald F. Haley*

Geoffrey Delisio

*Vice President
Geoffrey Delisio*

**State of Maryland
County of Baltimore**

On this 16th day of October, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GEOFFREY DELISIO, Vice President, and GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

**Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015**



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of August, 2015.



Thomas O. McClellan

Thomas O. McClellan, Vice President

SCHEDULE OF PRICES

<u>Approximate Quantities</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Total Price</u>
1209	LF.	8" Water Line (C-900 PVC, DR-14) <i>w/ Bedding & Backfill</i>	\$ <u>24.00</u>	\$ <u>29016.00</u>
1681	LF.	6" Water Line (C-900 PVC, DR-14) <i>w/ Bedding & Backfill</i>	\$ <u>13.00</u>	\$ <u>21853.00</u>
674	CY.	Crushed Rock Bedding	\$ <u>0.04</u>	\$ <u>26.96</u>
6	EA.	Fire Hydrant	\$ <u>2100.00</u>	\$ <u>12600.00</u>
6	EA.	Fire Hydrant Riser	\$ <u>350.00</u>	\$ <u>2100.00</u>
1	EA.	8" x 8" Tee	\$ <u>282.00</u>	\$ <u>282.00</u>
4	EA.	8" x 6" Tee	\$ <u>249.00</u>	\$ <u>996.00</u>
4	EA.	6" x 6" Tee	\$ <u>213.00</u>	\$ <u>852.00</u>
3	EA.	8" Gate Valve & Box	\$ <u>968.00</u>	\$ <u>2904.00</u>
10	EA.	6" Gate Valve & Box	\$ <u>676.00</u>	\$ <u>6760.00</u>
1	EA.	8" x 6" Reducer	\$ <u>205.00</u>	\$ <u>205.00</u>
6	EA.	8" x 45° Vert Bend w/Thr Blks	\$ <u>651.00</u>	\$ <u>3906.00</u>
11	EA.	8" x 22-1/2° Bend w/Thr Blks	\$ <u>174.00</u>	\$ <u>1914.00</u>
6	EA.	8" x 11-1/4° Bend w/Thr Blks	\$ <u>165.00</u>	\$ <u>990.00</u>
1	EA.	Remove 8" Plug w/2" Blow Off	\$ <u>179.00</u>	\$ <u>179.00</u>
3	EA.	Remove 6" Plug w/2" Blow Off	\$ <u>179.00</u>	\$ <u>537.00</u>
1	EA.	Wet Connection	\$ <u>159.00</u>	\$ <u>159.00</u>
1	EA.	12"x8" Tapping Sleeve (M.J.)	\$ <u>2370.00</u>	\$ <u>2370.00</u>
1	EA.	8" Tapping Valve & Box	\$ <u>1470.00</u>	\$ <u>1470.00</u>
33	EA.	SSS	\$ <u>348.00</u>	\$ <u>11484.00</u>
26	EA.	SLS	\$ <u>565.00</u>	\$ <u>14690.00</u>
1	EA.	8" Solid Sleeve	\$ <u>221.00</u>	\$ <u>221.00</u>
3	EA.	6" Solid Sleeve	\$ <u>170.00</u>	\$ <u>510.00</u>
10	SY.	Type "A" Aggregate Backfill	\$ <u>48.00</u>	\$ <u>480.00</u>
1	LS.	Testing & Disinfection	\$ <u>380.00</u>	\$ <u>380.00</u>
1	LS.	Erosion Control Maintenance	\$ <u>580.00</u>	\$ <u>580.00</u>
2890	LF.	Tracer Wire	\$ <u>0.17</u>	\$ <u>491.30</u>
TOTAL WATER LINE IMPROVEMENTS			\$ <u><u>117,926.26</u></u>	

NOTE: The contractor shall dispose of water flushed from water mains in a location and manner approved by the owner and engineer. The water shall be directed away from the street cut.



CERTIFICATE OF LIABILITY INSURANCE

4MTRE-1

OP ID: TH

DATE (MM/DD/YYYY)

01/12/2016

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

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

PRODUCER
RICH & CARTMILL - OKC
9401 Cedar Lake Avenue
OKLAHOMA CITY, OK 73114
Kyle P Bradford

CONTACT NAME: Terry Holeman

PHONE (A/C, No, Ext): 405-418-8626

FAX (A/C, No): 405-418-8637

E-MAIL ADDRESS: tholeman@rcins.com

INSURED
4M Trenching, Inc.
5321 SW 11th Street
Oklahoma City, OK 73128-2415

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Continental Casualty Co

20443

INSURER B: Continental Insurance

35289

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			C2095322440	08/08/2015	08/08/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			C2095322437	08/08/2015	08/08/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			C2095322454	08/08/2015	08/08/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y N/A			WC5090789242	02/01/2016	02/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Installation Fitr			C2095322440	08/08/2015	08/08/2016	Install 75,000

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

RE: Job #14615400 Water Line in vicinity of SE of SW 59th & Mustang Rd
Canadian County

CERTIFICATE HOLDER

CITYMU1

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: H-1

2. MEETING DATE: July 19, 2016

3. TITLE: Approval of Interlocal Agreement between the City of Mustang and Canadian County District #2

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Justin Battles, Assistant City Manager

6. BACKGROUND:

The attached agreement is for Canadian County District #2 to assist with the construction overlay of SW 89th street between Morgan and County Line Road. County will provide manpower and equipment and the City's contractor will provide additional equipment and asphalt per the agreement.

Funding for the project is in the current budget.

7. FINANCIAL IMPACT: \$340,000

8. STAFF'S COMMENTS: Staff recommends approval.

9. STAFF SOURCE: Justin Battles, Assistant City Manager

JUL 11 2016

SHELLEY DICKERSON
COUNTY CLERK

160390



INTERLOCAL AGREEMENT

CITY OF MUSTANG, OKLAHOMA AND CANADIAN COUNTY

This Mutual Cooperation Agreement is entered between the **CITY OF MUSTANG, OKLAHOMA** (hereinafter referred to as "City") and the **BOARD OF COUNTY COMMISSIONERS, CANADIAN COUNTY, OKLAHOMA** (hereinafter referred to as "COUNTY") for FY 2016-2017.

Pursuant to 69 O.S. §1903, et seq. The governing boards of Canadian County, Oklahoma, and the City of Mustang, Oklahoma find that it is to the mutual benefit of the citizens of both the CITY and the COUNTY to enter into an Agreement of Mutual Cooperation pertaining to the resurfacing of Southwest 89th Street, a city street owned by the City, between Morgan Road and County Line Road.

WHEREFORE, in mutual consideration of the promises and covenants herein made, the parties hereto agree as follows:

1. The CITY determines there is a need to rehabilitate the above mentioned section of South West 89th Street.
2. The COUNTY, at its discretion, will provide equipment and labor to complete; Roadway excavation, trucking, site grading, installation of replacement CMP drains, soil stabilization of the roadway, grade to drain the bar ditches and shoulder the new pavements. The City of Mustang will provide through its public works contractor: Surveying, road milling equipment, CMP materials, asphalt paving, CKD materials, striping, and any other incidental materials as required.
3. The City of Mustang and the County will both call for OKIE-ONE line spots on the project for their protection in locating underground utilities. The City of Mustang will provide traffic control and all detour routes, signage for the project. Both the City and the County agree to use their best efforts to ensure the signage is up and in place during the life of the project.

4. Projects where the COUNTY provides 100% of the labor will, within five (5) days of completion, be inspected by the CITY. If the CITY should find any deficiencies in the manner in which the COUNTY performed the work, the CITY will provide written notice specifying those deficiencies within ten (10) days of the completion of said work.
5. This agreement shall be in effect until project completion and work to be accomplished in a timely manner as agreed upon by the CITY and COUNTY.

CITY

APPROVED this ____ day of ____, 2016

THE CITY OF MUSTANG, OKLAHOMA

ATTEST:

Mayor

City Clerk

COUNTY

APPROVED this 11th day of July 2016

**BOARD OF COUNTY COMMISSIONERS,
FOR CANADIAN COUNTY**

Marc Hader
Marc Hader, District 1

Dave Anderson
Dave Anderson, District 2

Jack Stewart
Jack Stewart, District 3



ATTEST:

Shelley Dickerson
County Clerk

PH 7-8-16

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. NEW BUSINESS
- D. CONSENT AGENDA

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

- 1. Approval of **07/05/16** MIA Minutes
- *2. Claims List for **FY '16**
- *3. Claims List for **FY'17**
- *4. Agreement to **Allow Purchasing of Water** by Residential Property Owner Located Outside the City Limits of Mustang.
- *5. Acceptance of Off-Site 15-Foot Public Utility **Easement** for Sewer Line for Hyde Park Addition.
- *6. Acceptance of **Maintenance Bonds** for Water Lines, Sewer Lines and Paving/Drainage for Hunters Springs Addition, Phase I.
- *7. Acceptance of **Maintenance Bonds** for Water Lines, Sewer Lines and Paving/Drainage for Savannah Lakes Addition, Phase 6.

E. INFORMATION/REPORTS

- 1. Trustee Manager
- 2. Trustees

F. DISCUSSION ITEMS

None.

G. ADJOURNMENT

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

MUSTANG IMPROVEMENT AUTHORITY
JULY 5, 2016

The Mustang Improvement Authority met in regular session on Tuesday, July 5, 2016, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Thursday, June 30, 2016, at 2:45 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Chairman Adams called the meeting to order at **7:12 p.m.**

B. ROLL CALL

Trustees Present: Riley
Leete
Grider
Jones
Schweinberg
Adams

Trustees Absent: Hagan

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **06/21/16** MIA Minutes
- *2. Claims List for **FY '16**
- *3. Claims List for **FY'17**
- *4. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.

MOTION was made by **Councilman Grider**, seconded by **Councilman Jones**, to approve Items D-1 thru D-4 of the Consent Agenda.

AYE: Riley, Leete, Grider, Jones, Schweinberg, Adams

NAY: None

E. INFORMATION/REPORTS

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

MIA
JULY 5, 2016
PAGE 2

F. DISCUSSION ITEMS

None.

G. ADJOURNMENT

MOTION was made by **Trustee Grider**, and seconded by **Trustee Riley**, to adjourn.

AYE: Riley, Leete, Grider, Jones, Schweinberg, Adams

NAY: None

Meeting was adjourned at **7:13 p.m.**

Jay Adams, Chairman

Attest:

Lisa Martin, Secretary

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68		GENERAL GOVERNMENT				
16-0747	01-I0015	TYLER TECHNOLOGIES, INC	INSITE TRANSACTION FEES	6/2016	025-161391	7,067.50
16-1995	01-I0015	TYLER TECHNOLOGIES, INC	TYLER OUTPUT PROCESSOR	6/2016	025-161186	625.00
DEPARTMENT TOTAL:						7,692.50
DEPARTMENT: 72		WATER				
16-2144	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING SERVICES	6/2016	2470-	2,993.36
16-2071	01-C0135	CITY OF OKC UTILITIES	WATER PURCHASE	6/2016	201607143474	66,761.15
16-2047	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	6/2016	201607133454	15,188.56
16-2041	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	6/2016	201607133452	85.94
16-2073	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	6/2016	201607143476	264.00
DEPARTMENT TOTAL:						85,293.01
DEPARTMENT: 75		SEWER				
16-1971	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING SERVICES	6/2016	2470A	18,951.50
16-2051	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICE	6/2016	201607133440	54.56
16-0991	01-H0098	HCCC Co., LLC	WWTP IMPROVEMENTS	6/2016	4	228,390.45
16-2047	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	6/2016	201607133454	1,180.31
16-2001	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	6/2016	201607133450	45.78
DEPARTMENT TOTAL:						248,622.60
FUND TOTAL:						341,608.11

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68 GENERAL GOVERNMENT						
17-0029	01-B0024	BANCFIRST	2014B BOND PAYMENT	7/2016	201607133432	17,930.40
17-0032	01-B0024	BANCFIRST	2014A BOND PAYMENT	7/2016	201607143473	189,990.84
17-0034	01-B0120	BOND FUND	4TH PENNY EXCESS	7/2016	201607133430	26,558.11
17-0051	01-G0030	GENERAL FUND	TRANSFER OPERATING FUNDS	7/2016	201607133434	230,000.00
17-0115	01-I0015	TYLER TECHNOLOGIES, INC	AUDIOTEL	7/2016	025-159562	2,823.85
17-0062	01-L0045	LIMITED PURPOSE FUND	3RD PENNY EXCESS	7/2016	201607133437	83,720.94
17-0019	01-M0210	MUSTANG IMPROVEMENT	CONNECTIONS & CIP FEE	7/2016	201607133456	1,000.00
17-0084	01-S0205	STREET IMPROVEMENT FUND	12.5% FRANCHISE FEE	7/2016	201607133433	13,000.00
DEPARTMENT TOTAL:						565,024.14
DEPARTMENT: 72 WATER						
17-0025	01-A0055	ASSOC OF CENTRAL OKLA GOVT	ACOG ASSESSMENT FEES	7/2016	7000-	2,622.00
17-0281	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	7/2016	201607133463	523.73
17-0295	01-00055	OG&E COMPANY	ELECTRIC SERVICE	7/2016	201607133465	31.20
17-0313	01-00055	OG&E COMPANY	ELECTRIC SERVICE	7/2016	201607143481	157.86
17-0235	01-S0057	SEVERN TRENT SERVICES INC	PUBLIC WORKS CONTRACT	7/2016	MTANG-0716-OP-1348	90,274.90
DEPARTMENT TOTAL:						93,609.69
DEPARTMENT: 75 SEWER						
17-0281	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	7/2016	201607133463	40.69
17-0235	01-S0057	SEVERN TRENT SERVICES INC	PUBLIC WORKS CONTRACT	7/2016	MTANG-0716-OP-1348	50,779.63
DEPARTMENT TOTAL:						50,820.32
FUND TOTAL:						709,454.15