

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION

Dave Bryan, Pastor, Chisholm Heights 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 **02/06/2018** City Council Minutes
2. Approval of **02/09/2018** City Council Special Meeting Minutes.
3. Approval of **02/20/2018** City Council Special Meeting (Work Session) Minutes.
- *4. Claims List for **FY 2018**.
- *5. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
6. Approval to Turn **Past Due Library Accounts** over to the Collection Agency.
7. Approval of **Retirement** from Oklahoma Municipal Retirement Fund (OMRF) for Jerry Calloway, Building Inspector.
- *8. Acknowledgement of **Receipt of DEQ Permit** No. SL000009180132, to Construct Sewer Line for the New Mustang Educational Resource Center.

G. INFORMATION/REPORTS

1. City Manager Report
Included in Agenda packet.
2. City Council
 - a. Appointment of One (1) Member to the Mustang Board of Adjustment.
 - b. City Council Reports

H. DISCUSSION ITEMS

1. **Presentation** by Garver Engineering regarding COWRA.
2. **Discussion, Consideration and Possible Action** regarding Approval of Final Plat Application FP-10-11-17-2-30, 152 Hunter's Springs Addition, Phase 2, RC Hunter's Springs, LLC, NW/4, Section 30, 22.46 acres, 99 lots.
- *3. **Discussion, Consideration and Possible Action** regarding Recommended (A) Approval of an Agreement between 29Sara LLC guaranteeing completion of Final Plat improvements, together with Letter of Credit to Secure Performance of Agreement, and (2) Acceptance of Maintenance Bonds for Water Lines, Sewer Lines, Storm Sewer and Paving, all for Crystal Springs Addition.
- *4. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 18-035** and Right-of-Way, Public Utility and Encroachment Agreement between the City of Mustang and the Oklahoma Department of Transportation (ODOT) for Construction of State Highway 152: Add Shoulders and Resurface from US 81 in Union City to Cemetery Road in Mustang, Project Number J/2-7901(004), State Project Number J/P27901.
5. **Discussion, Consideration and Possible Action** regarding Nomination of Trustee to the Oklahoma Municipal Assurance Group (OMAG) Board of Trustees.

J. CITY ATTORNEY'S REPORT

1. **Discussion** of *John D. Gatliff and Joetta E. Gatliff v. City of Mustang, et al.*, Case No. CJ-2015-217, District Court, Canadian County, Oklahoma; and, **proposed executive session as authorized by 25 Okla. Stat. §307(B)(4).**

2. **Discussion** of *Phillips, Coventon, Quillian & Banner, PLLC v. City of Mustang, Oklahoma ex rel. Mustang Police Department and Chuck Foley, Chief of Police*, Case No. CV-2015-129, District Court, Canadian County, Oklahoma; **and, proposed executive session as authorized by 25 Okla. Stat. §307(B)(4).**
3. **Discussion** of *City of Mustang vs. Citizens Energy II, LLC*, Case No. CV-2017-325, District Court, Canadian County, State of Oklahoma, including appeal to the Oklahoma Supreme Court; and, *Citizens Energy II, LLC vs. The Honorable Paul Hesse and the City of Mustang, Oklahoma*, Case No. 116710, Supreme Court of the State of Oklahoma; and, **proposed Executive Session as authorized by 25 Okla. Stat. §307(B)(4).**

K. ADJOURNMENT

*Items Considered Concurrently on the MIA Agenda.

**MUSTANG CITY COUNCIL
FEBRUARY 6, 2018**

The Mustang City Council met in regular session on Tuesday, February 6, 2018, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Friday, February 2, 2018, at 3:15 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE/INVOCATION Lila Hoover, Elder, Mustang Christian Church

Elder Hoover led the assembly in the Pledge and Invocation. She stated the Mustang Christian Church was the small church with a big heart. She also stated they had a large building people could use as an event center and stated if anyone was interested, to let them know stating the church was looking to branch out and partner with the City.

C. ROLL CALL

Councilmembers Present:	Ward 1 - Vacant
	Leete
	Grider
	Jones
	Hagan
	Ward 6 - Vacant
	Adams

Councilmembers Absent:	None
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D. CONSENT AGENDA

1. Approval of **01/02/2018** City Council Minutes
2. Approval of **01/30/2018** City Council Special Meeting Minutes.

MOTION was made by **Councilman Grider**, seconded by **Councilman Leete**, to approve Item D-1 thru D-2 of the Consent Agenda.

AYE: Leete, Grider, Jones, Hagan, Adams

NAY: None

E. OATH OF OFFICE

1. **Oath of Office** for Ward I Councilmember DeAnna Pratt and Ward VI Councilmember Darrell Noblitt.

City Manager Rooney swore in Councilmembers:

- DeAnna Pratt, Ward I; and
- Darrell Noblitt, Ward VI

At this time, the newly appointed Councilmembers took their seats.

F. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

Kristen Polson, 313 N. Jasper Way, addressed the Council announcing a new organization, Mustang Arts Council. She stated the Arts Council was dedicated to the growth of the arts presence in Mustang stating a kick off meeting would be held February 15, 2018, at Town Center and invited everyone to attend.

G. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

H. CONSENT AGENDA

- *1. Claims List for **FY 2018**
- *2. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
3. Approval to Turn **Past Due Library Accounts** over to the Collection Agency.
4. Approval of **Resolution No. 18-034** making Changes in the Park and Recreation Donation Fund Budget by making a Supplemental Appropriation to Increase the 2017-2018 Fiscal Year Budget by \$5,000.
5. Approval to Declare Certain Items as **Surplus** and Authorize Disposal of those Items.
6. Approval to Renew the Interlocal Governmental Agreement with **Canadian County Sheriff's Office** to Deputize Local Law Enforcement Officers.
7. Approval of Annual Agreement with **Area Wide Aging Agency** based out of Redlands Community College to provide Weekly Meal Program for Senior Adults.
8. Approval of **Retirement** from Oklahoma Municipal Retirement Fund (OMRF) for Christie Gordon, Dispatcher/Jailer.

MOTION was made by **Councilman Grider**, seconded by **Councilman Leete**, to approve Items F-1 through F-8 of the Consent Agenda.

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

J. INFORMATION/REPORTS

1. City Manager Report

City Manager Rooney stated he did not have anything to report other than what was listed in the City Manager's report which was available on the City's website.

Councilman Grider requested an update on the completion of the new City signs.

Assistant City Manager Battles stated although a date had been set for OG&E to install the electrical, they still had not made it yet and could not complete the remaining items until they were done stating they should be here Thursday. He stated the horse heads were to be installed this weekend, but would not be able to do this task as the weekend weather would be too cold stating they could not be installed if the temperature was below freezing.

2. City Council Reports

- a. Approval of **Proclamation** declaring February 15, 2018, as "Angelman Syndrome Awareness Day".

Mayor Adams introduced Mathew Cook stating he and his family had been a part of their family for a long time. He invited him and his family to the front as he read the proclamation declaring February 15, 2018 as "Angelman Syndrome Awareness Day".

MOTION was made by **Councilman Grider**, seconded by **Councilman Jones**, to approve the Proclamation declaring February 15, 2018, as "Angelman Syndrome Awareness Day".

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

Mathew's father, Mike Cook, addressed the Council thanking them for the proclamation and stated he had a post on his LinkedIn account regarding Mathew and being a family with a special needs child inviting everyone to read it. He stated everyone should learn about the syndrome and share with others as most people are not aware of it.

b. City Council Reports

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

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

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

Councilman Grider stated he had some phone calls regarding different topics stating he had talked with the City Manager regarding a code enforcement concern and forwarded the information to the concerned citizen, stating he had not heard back. He also thanked the City Manager and Staff for their efforts with OG&E in getting street lights repaired on west Highway 152. He stated his other question had been addressed under the City Manager report regarding the City of Mustang signs.

Councilman Jones did not have anything to report from his Ward at this time. He thanked the Police Department for having the new SUVs here this evening to view and thanked them and the Fire Department for their service.

Councilwoman Hagan did not have anything to report from her Ward at this time. She welcomed the new Councilmembers to the Council.

Councilman Noblitt did not have anything to report from his Ward at this time. He thanked the Council for his appointment stating he was really proud of what this Council has done and proud to become a part of it.

Mayor Adams welcomed the new Councilmembers stating this Council may debate and disagree at times, but everyone still respects each other and works well together. He stated he had also received some calls on the street lights on Highway 152 and glad they had been repaired stating the City has no control over that, but when a group of citizens start calling OG&E, movement happens quicker. He also thanked his wife and daughter for coming this evening to be a part of Mathew's proclamation, but also to support him stating he does not have a lot of time left as Mayor and nice to have them here.

K. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Approval of Change Order #1 and Final Pay Application for Project Labeled Mustang Road Utilities Waterline.

Assistant City Manager Battles stated Council would be casting two separate votes on this item, one for the Change Order and one for the Final Pay Application. He provided background on the project stating the original contract amount was \$486,898 and stated the Change Order amount was \$3,502 and the Final Payment was \$174,416.70, bringing the total project cost to \$490,400. He also stated he appreciated the residents in this area and appreciated their patience.

MOTION was made by **Councilman Noblitt**, seconded by **Councilman Grider**, to Approve Change Order #1 for Project Labeled Mustang Road Utilities Waterline.

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

MOTION was made by **Councilman Grider**, seconded by **Councilman Jones**, to Approve the Final Pay Application for Project Labeled Mustang Road Utilities Waterline.

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

2. **Discussion, Consideration and Possible Action** regarding Approval of Facility User Agreements for City of Mustang Sports Facilities.

Assistant City Manager Battles stated the agreements, approved each year, were for Soccer, Baseball and Softball. He stated Nic Bailey, Sports Coordinator, oversees the sports programs stating all three agreements met parameters. He also stated Exhibit A was inadvertently left out of the agenda package stating it was an aerial map of the facilities.

MOTION was made by **Councilman Leete**, seconded by **Councilman Grider**, to Approve the Facility User Agreements for City of Mustang Sports Facilities.

AYE: Pratt, Leete, Grider, Jones, Hagan, Noblitt, Adams

NAY: None

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

City Manager Rooney stated questions had come up regarding the Ordinance and recommended Council table it for action at a future Council meeting stating it would also be listed on the Work Session agenda on February 20 for more discussion. He stated the current moratorium on drilling would expire this month and would need a special meeting to approve an extended moratorium. **Rooney** stated the special meeting would be held Friday, February 9, 2018 at noon in the Council Chambers.

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

AYE: Pratt, Leete, Grider, Jones, Hagan, Noblitt, Adams

NAY: None

L. CITY ATTORNEY'S REPORT

1. **Discussion** regarding *Citizens Energy II, LLC vs. The Honorable Paul Hesse and the City of Mustang, Oklahoma*, Case No. 116710, Supreme Court of the State of Oklahoma, and *City of Mustang vs. Citizen Energy II, LLC*, Case No. IN-116733, Supreme Court of the State of Oklahoma ; **and, proposed executive session as authorized by 25 Okla. Stat. §307(B)(4).**

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

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

TIME ADJOURNED to Executive Session: **7:24 p.m.**

Mayor Adams called the meeting back in session at **7:56 p.m.**

In reference to Item J-1 –

Informational purposes only, no action taken.

M. ADJOURNMENT

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

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

The meeting was adjourned at **7:56 p.m.**

Jay Adams, Mayor

Attest:

Lisa Martin, City Clerk

**MUSTANG CITY COUNCIL
FEBRUARY 9, 2018
SPECIAL MEETING**

The Mustang City Council scheduled a Special Meeting on Friday, February 9, 2018, at 12:00 p.m. at the Mustang Municipal Building Council Chambers, 1501 N. Mustang Road, Mustang, Oklahoma. Notice of the meeting was posted as required on Wednesday, February 7, 2018, at 11:40 a.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 12:00 p.m.

B. ROLL CALL

Councilmembers Present:	Pratt
	Grider
	Jones
	Hagan
	Noblitt
	Adams

Councilmembers Absent:	Leete
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C. DISCUSSION ITEMS

1. **Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1159**, An Ordinance of the City of Mustang, Oklahoma, Amending Chapter 74, Article 2, by Amending Section 74-78, Extending an Existing Moratorium for an Additional Sixty Days on Applications for and Issuance of any Permits for Drilling and Operation of Oil and Gas Wells under Chapter 74, Article 2, Section 74-71; Declaring Repealer; Providing for Severability; and Declaring an Emergency.

City Manager Rooney stated this Ordinance extended the moratorium on drilling operations for an additional sixty (60) days to allow time for Councilmembers to review a proposed amended ordinance regarding oil and gas drilling operations.

MUSTANG CITY COUNCIL
FEBRUARY 9, 2018
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MOTION was made by **Councilman Noblitt**, seconded by **Councilwoman Hagan**, to Approve **Ordinance No. 1159**, An Ordinance of the City of Mustang, Oklahoma, Amending Chapter 74, Article 2, by Amending Section 74-78, Extending an Existing Moratorium for an Additional Sixty Days on Applications for and Issuance of any Permits for Drilling and Operation of Oil and Gas Wells under Chapter 74, Article 2, Section 74-71; Declaring Repealer; Providing for Severability;

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

MOTION was made by **Councilman Jones**, seconded by **Councilman Grider**, to Declare an Emergency.

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

D. ADJOURNMENT

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

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

The meeting was adjourned at **12:02 p.m.**

Jay Adams, Mayor

Attest:

Lisa Martin, City Clerk

**MUSTANG CITY COUNCIL
FEBRUARY 20, 2018
SPECIAL MEETING**

The Mustang City Council scheduled a Special Meeting on Tuesday, February 20, 2018, at 6:30 p.m. at the Mustang Fire Department, 465 W. State Highway 152, Mustang, Oklahoma. Notice of the meeting was posted as required on Thursday, February 15, 2018, 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:	Pratt
	Grider
	Jones (left around 8:00 pm)
	Hagan
	Noblitt
	Adams

Councilmembers Absent:	Leete
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C. DISCUSSION ITEMS

1. **Presentation** by Garver Engineering regarding COWRA.

City Manager Rooney introduced Mary Elizabeth Mach, PE, with Garver Engineering who gave a presentation on the COWRA Water Supply Development Plan.

Mayor Adams declared a break at this time – 7:54 pm and called the meeting back into session at 8:03 pm.

Councilman Jones left at this time.

Item 5 was moved up and heard at this time.

5. **Discussion** regarding **Ordinance No. 1158**, regarding Oil and Gas Drilling, Production and Maintenance Operations.

City Manager Rooney stated concerns had been expressed by some Councilmembers regarding the amended ordinance concerning oil and gas drilling and handed out a letter from A.J. Ferate, JD, Vice President of Regulatory Affairs of the Oklahoma Independent Petroleum Association (OIPA).

Councilman Noblitt thanked *City Manager Rooney* and Council for tabling the amended ordinance at the last Council meeting in order to discuss some possible amendments. He provided information regarding the oil and gas industry stating it was important to have restrictions, but also important the City does not end up in court due to those restrictions being unreasonable. **Noblitt** introduced Mr. Ferate of the OIPA.

Ferate, OIPA, addressed the Council stating he had researched the City's present case with Citizens Energy and wanted to be supportive of the City of Mustang stating he filed a brief with the Supreme Court in support of the City. He also stated he felt our conditions were reasonable and would be happy to answer questions of the Court. Ferate stated our ordinance was very similar to the City of Stillwater ordinance stating Stillwater currently does not have any active drilling in the area, but if they did, they would probably face a legal challenge due to some of the restrictions in the ordinance. He went through some of the restrictions which could be problematic.

Noblitt discussed a couple of items in the ordinance he felt would be a problem stating he would like to propose 10-15 amendments to the ordinance. Discussion was held concerning a couple of the items.

Rooney recommended two or three Councilmembers get together with the *City Attorney* and *Community Development Director* to discuss and bring the new proposed ordinance back to Council.

City Attorney Miller stated, to be clear, this would not be a committee or sub-group and there would be no quorum of the Councilmembers.

It was decided Mayor Adams, Councilman Noblitt and Councilman Grider would be the Councilmembers meeting with the City Attorney and Community Development Director to discuss.

2. **Discussion** regarding Sara Road Widening Project and Agreement between the Oklahoma Turnpike Authority, the City of Oklahoma City, and the City of Mustang.

City Manager Rooney stated the City had been working with the Oklahoma Turnpike Authority and the City of Oklahoma City regarding Mustang's participation in the Sara Road widening project stating the agreement, provided this evening, was a draft agreement and was still under review by the City of Oklahoma City as well as *City Attorney Miller* still needing to review it.

Rooney stated the City was responsible for 50% of the construction costs for the one mile segment from State Highway 152 to SW 59th street and responsible for 100% of the engineering, right-of-way and utility relocation costs for the same one mile segment. He stated this would require Council action and could be heard as early as the March meeting, but would most likely be heard at the April City Council meeting. He stated the information provided this evening was for informational purposes only.

3. **Discussion** regarding Utility Billing Period Changes.

City Manager Rooney stated Staff would be mailing a letter to customers regarding a redistricting of zones stating some zones were much larger than others and sometimes created problems for Staff. He stated not everyone would see a change and stated this was to help balance out the zones. **Rooney** stated he wanted to let Council know in case they received any phone calls or complaints regarding this and stated he would email a copy of the letter to them for their information.

4. **Discussion** regarding Nomination to the OMAG Board of Trustees.

City Manager Rooney stated this was a nomination period for the Oklahoma Municipal Assurance Group (OMAG) Board of Trustees stating OMAG had approached the City regarding *Assistant City Manager Battles* being nominated to the Board. **Rooney** stated *Battles* would be a good member of that Board and would be beneficial for the Board to contain a city employee since quite a few of the seats are held by elected officials stating sometimes, a city employee might know more about the insurance needs since they work with it directly.

Mayor Adams asked *Battles* if he was willing to serve on this Board with **Battles** stating yes.

D. **EXECUTIVE SESSION**

1. **Discussion** regarding of City of Mustang vs. Citizens Energy II, LLC, Case No. CV-2017-325, District Court, Canadian County, State of Oklahoma, including appeal to the Oklahoma Supreme Court; and, Citizens Energy II, LLC vs. The Honorable Paul Hesse and the City of Mustang, Oklahoma, Case No. 116710, Supreme Court of the State of Oklahoma; and, proposed Executive Session as authorized by 25 Okla. Stat. §307(B)(4).

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

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

TIME ADJOURNED to Executive Session: **8:49 p.m.**

MOTION was made by **Councilman Noblitt**, seconded by **Councilman Grider** to call the meeting back into session.

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

The meeting was called back into session at **8:57 p.m.**

E. UPDATE ON MANAGEMENT RELATED ISSUES

City Manager Rooney provided the following updates:

- The City was notified today regarding the street closure at 89th and Czech Hall Road from Thursday through Tuesday for repairs to the railroad crossing stating the school has been notified, as well as an update provided on various social media platforms;
- The Oklahoma Department of Transportation (ODOT) will be resurfacing State Highway 152 from Cemetery Road in Mustang to State Highway 81 in Union City stating during construction, Cemetery Road and Southwest 59th Street will be utilized to detour traffic. Due to City roads being utilized for the detour, ODOT will resurface and stripe Cemetery Road from State Highway 152 to Southwest 59th Street with the City being responsible for 10% of utility relocation within the City limits with an estimated cost of \$27,045.13. The Right-of-Way, Public Encroachment, and Utility Agreement will be placed on the March 6 Council meeting.
- An Alternative Work Schedule for all employees not covered under a Collective Bargaining Agreement will be implemented for a test period starting Memorial Day through Labor Day with 9 hour days being worked Monday through Thursday from 7:30 am to 5:30 pm, then ½ day on Friday from 7:30 am to 11:30 am. The Schedule will be re-evaluated after Labor Day to see if it will be implemented on an annual basis beginning January.

- The April 17, 2018 City Council Work Session will include a speaker, Mr. Nick Kittle, heard by *City Manager Rooney* and *Assistant City Manager Battles* at the state CMAO conference stating he worked in government, is very passionate, and will be very good to hear. Mr. Kittle will also be speaking to Department Directors and Supervisor that same day.

F. ADJOURNMENT

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

AYE: Pratt, Grider, Hagan, Noblitt, Adams

NAY: None

The meeting was adjourned at **9:09 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						
18-0178	01-W0001	WHEATLEY, SEGLER, OSBY & MICITY PROSECUTOR		2/2018	18131	1,616.21
DEPARTMENT TOTAL:						1,616.21
DEPARTMENT: 11 CITY MANAGER						
18-0207	01-I0104	INVESTIGATIVE CONCEPTS, INC	BACKGROUND PRE-EMPLOYMENT	2/2018	1212126285A	114.00
18-1211	01-M0180	MUSTANG CHAMBER OF COMMER	CHAMBER LUNCHEONS	2/2018	14392	132.00
18-1110	01-S1179	STANARD & ASSOCIATES, INC.	POLICE OFFICER TESTS	2/2018	SA000036668	117.50
18-1212	01-S1179	STANARD & ASSOCIATES, INC.	NATIONAL DISPATCHER TEST	2/2018	SA000036669	225.00
18-0204	01-V0106	VALIR OUTPATIENT CLINICS	MAPRE-EMPLOYMENT DRUG SCREE	2/2018	201802146988	50.00
18-0178	01-W0001	WHEATLEY, SEGLER, OSBY & MICITY PROSECUTOR		2/2018	18130	649.48
18-1287	01-Y0040	YUKON TROPHY & AWARDS INC	NAME PLATES FOR COUNCIL	2/2018	218129	15.00
DEPARTMENT TOTAL:						1,302.98
DEPARTMENT: 12 LIBRARY						
18-0317	01-B1023	BTAC ACQUISITION CORP.	ADULT FICTION	2/2018	5014862296	49.21
18-0542	01-C0278	COX COMMUNICATIONS, INC.	MO. MODEM SERVICE CHR	2/2018	201802146994	4.99
DEPARTMENT TOTAL:						54.20
DEPARTMENT: 13 PARKS AND RECREATION						
18-0844	01-B1019	BEN E. KEITH COMPANY	SNACKS FOR ASP	2/2018	63806439	330.10
18-1310	01-B1080	MALYNDA BRADY	ACH DRAFT REFUND	2/2018	201802146989	66.00
18-0479	01-C0278	COX COMMUNICATIONS, INC.	TV FOR TREADMILLS	2/2018	201802146992	92.32
18-0273	01-C1562	RUTH ELAINE COUTS	BELL CHOIR LESSONS	2/2018	201802146993	60.00
18-1196	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUELMAN	2/2018	NP52525833A	616.64
18-1309	01-G0124	MICAH GARDNER	ACH DRAFT REFUND	2/2018	201802146995	33.00
18-1373	01-H0153	EDWARD HARRILL	DELUXE MEMBERSHIP REFUND	2/2018	201802167016	290.40
18-0274	01-M0286	JIMANI VENTURES INC.	OIL CHANGES	2/2018	262880	28.99
18-0136	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	2/2018	201802147001	4,047.22
18-0139	01-O0055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICE	2/2018	201802146999	29.42
18-1308	01-O0102	CURTIS OGLE	MYSTERY DINNER REFUND	2/2018	201802147002	34.00
18-1057	01-R0129	RED EARTH ENVIRONMENTAL	BLOOD & CLEAN UP WASTE	2/2018	10032	98.00
18-1141	01-S0093	SMART TECHNOLOGIES, INC	REPLACEMENT OF WIFI	2/2018	717515	575.00
18-1248	01-S1315	MARC CHECORSKI	BASKETBALL T-SHIRTS	2/2018	201802147009	91.00
DEPARTMENT TOTAL:						6,392.09

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15 GENERAL GOVERNMENT						
18-0709	01-D0088	DEPARTMENT OF CORRECTIONS,	INMATE LABOR	2/2018	UNCCC-306 0118	840.00
18-1223	01-D0089	DAVE'S SAFE & LOCK LLC	REPAIR 2 DOORS	2/2018	6277A	300.00
18-1246	01-D0089	DAVE'S SAFE & LOCK LLC	REPAIR DOOR STRIKE	2/2018	6277	60.00
18-0136	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	2/2018	201802147001	587.86
18-0155	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	2/2018	24794	63,610.13
18-0158	01-S0093	SMART TECHNOLOGIES, INC	OPERATING SYSTEM MAINT.	2/2018	717542	3,179.95
18-0161	01-S0330	STREETS, LLC	HVAC MAINTENANCE	2/2018	18291	3,269.25
DEPARTMENT TOTAL:						71,847.19
DEPARTMENT: 18 TOWN CENTER						
18-0242	01-A0110	ALL SEASON BUILDING SUPPLY,	SUPPLIES	2/2018	127220	96.07
18-0081	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICES	2/2018	201802146990	944.28
18-0340	01-C0189	TODD D. ABRELL	REPAIRS TO EQUIPMENT	2/2018	7899	350.20
18-0136	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	2/2018	201802147001	6,285.25
18-0258	01-00179	STATE OF OKLAHOMA	BOILER/ELEVATOR INSP.	2/2018	170831E33705	125.00
18-1041	01-S1002	STERLING J. BEECROFT, LLC	PLUG FOR GYM SCOREBOARD	2/2018	3460	314.00
18-0868	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	2/2018	427518501	1,167.67
18-1208	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	2/2018	428371322	792.74
DEPARTMENT TOTAL:						10,075.21
DEPARTMENT: 19 BALL COMPLEX						
18-0245	01-A0110	ALL SEASON BUILDING SUPPLY,	SUPPLIES FOR SPORTS COMPL	2/2018	126633	438.21
18-0880	01-A0131	JAMES HILLIS	PORTABLE TOILETS	2/2018	20621	147.00
18-1202	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUELMAN	2/2018	NP52525833C	197.43
18-1266	01-L0052	LOCKE SUPPLY CO	BOXES OF ZIP TIES	2/2018	33556440-00	734.44
18-1224	01-M0288	RAWLINGS SPORTING GOODS CO.	SOFTBALLS	2/2018	84573648	4,065.00
18-0136	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	2/2018	201802147001	585.06
18-0139	01-00055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICE	2/2018	201802146997	1,071.27
18-0575	01-P0144	BOTTLING GROUP, LLC	FOOD FOR CONCESSION	2/2018	27062008	297.00
18-1338	01-P0144	BOTTLING GROUP, LLC	DRINKS FOR CONCESSION	2/2018	47562659	3,865.40
18-1254	01-S8858	SHATWELL'S TURF MANAGEMENT	SPRAYING OF COMPLEX	2/2018	201802147008	1,925.00
18-1238	01-W0098	RAWLING SPORTING GOODS CO.,	WOOD & METAL BATS, GLOVES	2/2018	84570868	513.17
DEPARTMENT TOTAL:						13,838.98

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20 AQUATICS						
18-0136	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	2/2018	201802147001	336.48
DEPARTMENT TOTAL:						336.48
DEPARTMENT: 21 FINANCE						
18-0973	01-M1180	MAIL FINANCE INC.	LEASE PAYMENT	2/2018	201802146996	1,713.06
18-0133	01-00117	OMCTFOA TREASURER	ANNUAL MEMBERSHIP DUES	2/2018	201802157014	30.00
18-0138	01-01098	OKLAHOMA CHAPTER OF MUNICIPAL	ANNUAL MEMBERSHIP DUES	2/2018	201802157015	25.00
18-1286	01-Q0003	QUICK PRINT OF OKLAHOMA CITY	CITICITATION ENVELOPES, CARDS	2/2018	735280	528.10
DEPARTMENT TOTAL:						2,296.16
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
18-0801	01-F0094	FLEETCORE TECHNOLOGIES, INC	BULK FUEL	2/2018	NP52525833	316.92
DEPARTMENT TOTAL:						316.92
DEPARTMENT: 41 POLICE						
18-0081	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICES	2/2018	201802146990	533.93
18-0097	01-F0078	DAIOHS USA, INC	COFFEE SERVICE	2/2018	202856	135.00
18-0099	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	2/2018	NP52525800	4,170.87
18-0096	01-F4474	FIRETRON PROTECTION SYSTEMS	MISC. REPAIRS	2/2018	100515964	180.00
18-0200	01-H0139	JON RICHARD DILLINGER	BUSINESS CARDS	2/2018	0218-011A	28.50
18-1222	01-M1030	THE MEADOWS CENTER FOR OPPO	SHREDDING SERVICES	2/2018	1009271	175.68
18-0136	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	2/2018	201802147001	2,774.48
18-1230	01-00085	OKLAHOMA ASSOCIATION OF CHI	ANNUAL TRAINING CONFERENCE	2/2018	OACP-11950	530.00
18-1153	01-R0165	JOHN E. REID & ASSOCIATES,	INTERVIEW & INTERROGATION	2/2018	180223	575.00
18-1250	01-Y0040	YUKON TROPHY & AWARDS INC	STAMP & PLAQUE	2/2018	118285	118.74
DEPARTMENT TOTAL:						9,222.20
DEPARTMENT: 42 ANIMAL CONTROL						
18-0099	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	2/2018	NP52525800	234.02
DEPARTMENT TOTAL:						234.02

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 51 FIRE						
18-0605	01-A0039	A.S.C. INC.	OIL, FUEL, AIR FILTERS	2/2018	76995	480.33
18-1273	01-A0039	A.S.C. INC.	VEHICLE REPAIRS & MAINT.	2/2018	77707	5.87
18-1272	01-A0110	ALL SEASON BUILDING SUPPLY,	BUILDING REPAIRS & MAINT.	2/2018	133050	3.59
18-1298	01-B0137	BOUNDTREE MEDICAL	EMS SUPPLIES	2/2018	82767413	332.87
18-1163	01-C0065	CASCO INDUSTRIES, INC.	E-4 TIC HOLDING STRAP	2/2018	190089	38.00
18-0183	01-C1118	GLOBAL BUSINESS, INC.	UNIFORM CLEANING	2/2018	124047	20.75
18-1219	01-C1195	CITY OF WEATHERFORD	FIREFIGHTER 1 CLASS	2/2018	02-18-04	200.00
18-1316	01-C1195	CITY OF WEATHERFORD	FIREFIGHTER 1 CLASS	2/2018	02-18-07	100.00
18-0185	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL FOR VEHICLES	2/2018	NP52525832	1,104.02
18-0690	01-N0137	NORTHERN SAFETY CO INC	SCBA REPAIRS	2/2018	101576256	60.00
18-1213	01-N0137	NORTHERN SAFETY CO INC	SCBA ANNUAL SERV. TEST	2/2018	101576301	1,890.00
18-1274	01-00025	O'REILLY AUTOMOTIVE STORES,	VEHICLE REPAIRS & MAINT.	2/2018	0309-242664	7.63
18-0967	01-00095	OKLAHOMA STATE FIREFIGHTERS	WORKSHOP	2/2018	4951	75.00
18-0186	01-00112	OKC RADIO SHOP	RADIO SYSTEM USAGE FEE	2/2018	201802147004	4,183.56
18-1304	01-00215	OKLAHOMA STATE UNIVERSITY	NFA LEADERSHIP II	2/2018	201802147003	50.00
18-0446	01-00227	OVERHEAD DOOR COMPANY OF OK	REPAIR GARAGE DOORS	2/2018	266340	175.00
18-1117	01-P0100	PROGRAPHICS, INC	ORANGE RUN CARDS	2/2018	2693	101.64
18-0191	01-U0055	UNIFIRST HOLDINGS, INC.	SHOP TOWEL SERVICE	2/2018	825 1251822	41.93
18-1357	01-W0056	ANDREW J WILLRATH	TUITION REIMBURSEMENT	2/2018	201802167017	700.00
18-1276	01-Y0003	YUKON FIRE DEPT	BLUE CARDS	2/2018	20180213	150.00
DEPARTMENT TOTAL:						9,720.19
DEPARTMENT: 61 STREETS						
18-0136	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	2/2018	201802147001	1,005.12
18-0139	01-00055	OKLAHOMA GAS & ELECTRIC CO	ELECTRIC SERVICE	2/2018	201802146997	206.04
DEPARTMENT TOTAL:						1,211.16
FUND TOTAL:						128,463.99

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
18-0349	01-G0110	PLAYCORE WISCONSIN, INC.	PLAYGROUND PARTS	2/2018	68902	645.55
DEPARTMENT TOTAL:						645.55
FUND TOTAL:						645.55

FUND: 06 - ENFORCE OF ALCOHOL LAWS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 ENFORCE OF ALCOHOL LAWS						
18-0063	01-B0109	STATE OF OKLAHOMA BOARD OF INTOXILYZER PERMIT		2/2018	7116	264.00
DEPARTMENT TOTAL:						264.00
FUND TOTAL:						264.00

FUND: 13 - POLICE TECHNOLOGY FEE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE TECHNOLOGY						
18-0287	01-T0029	WEST PUBLISHING CORPORATION	CLEAR FOR LAW ENFORCEMENT	2/2018	837654915	200.00
DEPARTMENT TOTAL:						200.00
FUND TOTAL:						200.00

FUND: 14 - STREET/DRAINAGE IMP

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
18-0155	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	2/2018	24794	1,695.41
DEPARTMENT TOTAL:						1,695.41
FUND TOTAL:						1,695.41

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 PARK AND RECREATION						
18-0155	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	2/2018	24794	5,426.00
DEPARTMENT TOTAL:						5,426.00
DEPARTMENT: 51 FIRE						
18-1295	01-B0220	BREWER CARPET AND DESIGN	CEREPLACE CARPET	2/2018	CG815751	24,221.95
DEPARTMENT TOTAL:						24,221.95
DEPARTMENT: 61 STREETS						
18-0155	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	2/2018	24794	23,772.74
DEPARTMENT TOTAL:						23,772.74
FUND TOTAL:						53,420.69

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
18-1359	01-I1131	INTEGRIS AMBULATORY CARE	COWORKERS COMP CLAIM	2/2018	201802167019	88.74
18-1365	01-M0240	HEALTHSMART BENEFITS	SOLUTIWORKERS COMP FEE	2/2018	201802167018	730.00
18-1366	01-M0267	MEDICAL CLAIMS REVIEW	SERVIMEDICAL BILL AUDIT FEE	2/2018	201802167021	478.10
18-1360	01-M1044	MODERN MEDICAL, INC	WORKERS COMP CLAIM	2/2018	201802167022	893.37
18-1362	01-M1237	MCBRIDE CLINIC ORTHOPEDIC	HWORKERS COMP CLAIM	2/2018	201802167020	332.75
18-1367	01-O0180	OK TAX COMMISSION	WORKERS COMP CLAIM	2/2018	201802167023	242.00
18-1363	01-R0019	RADIOLOGY ASSOCIATES, LLC	WORKERS COMP CLAIM	2/2018	201802167024	122.57
18-1361	01-S0263	YUKON MEDICAL IMAGING, LLC	WORKERS COMP CLAIM	2/2018	201802167025	736.15
18-1364	01-V0106	VALIR OUTPATIENT CLINICS	MAWORKERS COMP CLAIM	2/2018	201802167026	530.10
DEPARTMENT TOTAL:						4,153.78
FUND TOTAL:						4,153.78

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		MAYOR AND COUNCIL				
18-1313	01-C1149	CROWE & DUNLEVY, A PROFESSI	ATTORNEY FEES	2/2018	201802076972	2,500.00
DEPARTMENT TOTAL:						2,500.00
FUND TOTAL:						2,500.00
GRAND TOTAL:						2,500.00

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 MAYOR AND COUNCIL						
18-1067	01-B0222	BRADLEY LAW, LLC	ATTORNEY FEES	3/2018	21479	275.00
18-1104	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING FEES	2/2018	3416	4,075.50
18-1313	01-C1149	CROWE & DUNLEVY, A PROFESSI	ATTORNEY FEES	2/2018	640084	7,500.00
18-1391	01-C1149	CROWE & DUNLEVY, A PROFESSI	ATTORNEY FEES	2/2018	640084A	2,280.00
18-0007	01-H0045	RALPH STEVEN HUDDLESTON	COURT APPEARANCES	3/2018	201802267034	1,600.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2018	201802267036	20.00
DEPARTMENT TOTAL:						15,750.50
DEPARTMENT: 11 CITY MANAGER						
18-0053	01-A0122	ALLIANCE MAINTENANCE, INC	JANITORIAL SERVICES	3/2018	101277	675.00
18-0120	01-M0234	MUSTANG TIMES	LEGAL PUBLICATIONS	2/2018	MT602166	30.80
18-0714	01-P0099	PRINCIPAL LIFE INSURANCE	CORETIREE INSURANCE	3/2018	201803017093	290.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2018	201802267036	60.00
18-0715	01-U0220	USAVISION, INC	RETIREE INSURANCE	3/2018	201803017094	70.00
18-0204	01-V0106	VALIR OUTPATIENT CLINICS	MAPRE-EMPLOYMENT DRUG SCREE	3/2018	201802267055	25.00
18-0203	01-W0009	WORKERS ASSISTANCE PROGRAM,	EMPLOYEE ASSISTANCE PROGR	3/2018	201802267056	343.54
DEPARTMENT TOTAL:						1,494.34
DEPARTMENT: 12 LIBRARY						
18-0317	01-B1023	BTAC ACQUISITION CORP.	ADULT FICTION	2/2018	5014884553	201.64
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2018	201802267036	10.00
18-0335	01-Y0040	YUKON TROPHY & AWARDS INC	NAME BADGES	3/2018	118119	14.00
DEPARTMENT TOTAL:						225.64
DEPARTMENT: 13 PARKS AND RECREATION						
18-0002	01-A0114	PHIL & HELEN SCHUMINSKY	MUSSTORAGE SERVICES	3/2018	201802267037	98.00
18-0841	01-D0061	DEE COPE	PER DIEM FOR CONFERENCE	2/2018	201802267058	160.00
18-0139	01-O0055	OKLAHOMA GAS & ELECTRIC	COMELECTRIC SERVICE	2/2018	201802267064	40.53
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2018	201802267036	125.00
18-0505	01-V0050	CELLCO PARTNERSHIP	JET PACK & PHONE	2/2018	9802143897B	174.90
DEPARTMENT TOTAL:						598.43

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15 GENERAL GOVERNMENT						
18-0002	01-A0114	PHIL & HELEN SCHUMINSKY	MUSSTORAGE SERVICES	3/2018	201802267037	133.00
18-0080	01-C0025	CANADIAN COUNTY ELECT BOARD	PRE-ELECTION & ELECTION E	3/2018	201803017077	2,143.00
18-0075	01-C0278	COX COMMUNICATIONS, INC.	TELEPHONE/INTERNET	2/2018	201802267057	6,733.68
18-0094	01-F0078	DAIOHS USA, INC	COFFEE SERVICES	2/2018	204896	35.50
18-0008	01-I0015	TYLER TECHNOLOGIES, INC	UB, COURT, ONLINE COMPONE	3/2018	025-215292	250.00
18-0011	01-K0053	KG HOLDINGS, LP	STAGE PAYBACK INCENTIVE	3/2018	201802267041	4,833.33
18-0010	01-K0127	KG SC HOLDINGS, LLC	CASH SAVER PAYBACK INCENT	3/2018	201802267042	5,000.00
18-0131	01-00010	ONE GAS, INC.	GAS SERVICES	2/2018	201802267060	292.04
18-0020	01-00014	OK MUNICIPAL ASSURANCE GROUP	PROPERTY INSURANCE	2/2018	201802267062	22,093.00
18-0021	01-00014	OK MUNICIPAL ASSURANCE GROU	GENERAL & AUTO LIABILITY	2/2018	201802267063	19,806.25
18-1417	01-01177	OK TAX COMMISSION	SALES TAX PAYABLE	3/2018	201803017078	52.37
18-0146	01-P1051	PITNEY BOWES BANK, INC	BULK POSTAGE	2/2018	201802267065	3,480.37
18-0156	01-S0306	SETH B SHAY	PEST CONTROL SERVICE	2/2018	201802267066	600.00
DEPARTMENT TOTAL:						65,452.54
DEPARTMENT: 16 TRANSFERS						
18-1114	01-L0045	LIMITED PURPOSE FUND	10% EXCESS OVER \$800,000.	3/2018	201802267047	7,000.00
18-0041	01-M0210	MUSTANG IMPROVEMENT AUTHORI	SALES TAX TRANSFER	3/2018	201802267045	470,000.00
18-0045	01-S0205	STREET IMPROVEMENT FUND	TRANS. TO STREET IMPROV.	3/2018	201802267044	15,000.00
DEPARTMENT TOTAL:						492,000.00
DEPARTMENT: 18 TOWN CENTER						
18-0242	01-A0110	ALL SEASON BUILDING SUPPLY,	SUPPLIES	3/2018	130853	57.03
18-0940	01-A0122	ALLIANCE MAINTENANCE, INC	CLEANING @ T.C.	3/2018	101276	4,435.00
18-1294	01-M0205	SAMUEL HAYES	REPAIRS TO DOOR	2/2018	888235	1,323.00
18-0131	01-00010	ONE GAS, INC.	GAS SERVICES	2/2018	201802267060	533.69
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2018	201802267036	25.00
18-0868	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	3/2018	429205958	13.32
18-1208	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	2/2018	428874994	362.55
18-1208	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	3/2018	429983158	1,607.99
DEPARTMENT TOTAL:						8,357.58

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 19 BALL COMPLEX						
18-1291	01-A0110	ALL SEASON BUILDING SUPPLY,	SUPPLIES FOR SPORTS COMPL	3/2018	129561	567.90
18-0880	01-A0131	JAMES HILLIS	PORTABLE TOILETS	3/2018	20822	147.00
18-0414	01-B0154	ICE MAKER SALES & SERVICE,	REPAIR FREEZER & DOOR WAL	3/2018	1057262A	255.39
18-0979	01-B0154	ICE MAKER SALES & SERVICE,	WINTERIZE ICE MACHINES	3/2018	1057262	121.00
18-1396	01-B0154	ICE MAKER SALES & SERVICE,	REPAIR REFRIGERATOR	3/2018	1057262B	196.68
18-1339	01-B1019	BEN E. KEITH COMPANY	FOOD FOR CONCESSION	2/2018	63826208	2,545.77
18-1143	01-F0076	FACTORY DIRECT FLAGPOLES	CRANKS FOR FLAG POLES	3/2018	4190	110.00
18-0231	01-F0078	DAIOHS USA, INC	DRINKS FOR CONCESSION	3/2018	2045897	525.40
18-0574	01-I1119	STEPHENSON WHOLESALE CO,	INFOOD FOR CONCESSION	2/2018	6866405	1,014.50
18-0139	01-O0055	OKLAHOMA GAS & ELECTRIC	COMELECTRIC SERVICE	2/2018	201802267064	568.88
18-0575	01-P0144	BOTTLING GROUP, LLC	FOOD FOR CONCESSION	2/2018	51134006	894.03
18-1338	01-P0144	BOTTLING GROUP, LLC	DRINKS FOR CONCESSION	2/2018	51134006A	1,628.07
18-0824	01-P0163	PIONEER MANUFACTURING	COMPAPAIN T FOR SPORTS COMPLEX	3/2018	667264	356.50
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2018	201802267036	60.00
18-1161	01-S5587	KENNETH DALE SHOCKLEY	LASER LEVEL FOR S.B. COMP	2/2018	1369	1,750.00
DEPARTMENT TOTAL:						10,741.12
DEPARTMENT: 20 AQUATICS						
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2018	201802267036	20.00
DEPARTMENT TOTAL:						20.00
DEPARTMENT: 21 FINANCE						
18-1265	01-M0189	MEEKS LITHOGRAPHING CO.	TRAFFIC CITATION BOOKS	2/2018	18010528	871.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2018	201802267036	45.00
DEPARTMENT TOTAL:						916.00
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
18-0069	01-C0020	CANADIAN COUNTY CLERK	FILING FEES FOR ABATEMENT	2/2018	R547497	104.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2018	201802267036	75.00
18-0175	01-V0050	CELLCO PARTNERSHIP	CELL PHONE SERVICE	2/2018	9802143897A	72.26
18-1159	01-V0050	CELLCO PARTNERSHIP	CELL PHONE SERVICE	2/2018	9802143897	105.15
DEPARTMENT TOTAL:						356.41

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE						
18-0882	01-A0039	A.S.C. INC.	VEHICLE PARTS	2/2018	75849	326.59
18-0052	01-A0122	ALLIANCE MAINTENANCE, INC	FACILITY CLEANING	3/2018	101278	1,295.00
18-1411	01-A1094	AMERICAN LAW ENFORCEMENT	RADAR CERTIFICATIONS	3/2018	13164	805.00
18-1288	01-C0254	CENTRAL GLASS & MIRROR, INC	DOOR FRAME & SIDELITE	2/2018	105039	1,432.82
18-1408	01-D0070	CAMIE MCNEIL	PER DIEM FOR CONFERENCE	3/2018	201802277074	120.00
18-0084	01-D0090	STATE OF OKLAHOMA	OILS USER FEES	2/2018	01-18014849	700.00
18-0097	01-F0078	DAIHS USA, INC	COFFEE SERVICE	2/2018	204904	135.55
18-1335	01-F1001	FS PLUMBING & BACKFLOW, INC	JAIL PLUMBING REPAIRS	3/2018	8103	265.00
18-1407	01-L0052	LOCKE SUPPLY CO	LIGHT BULB ORDER	3/2018	33699439-00	183.86
18-0114	01-L0096	WILLIAM A AND LAURA L RIDLEY	JAIL & SHELTER LAUNDRY	2/2018	7853	320.00
18-0114	01-L0096	WILLIAM A AND LAURA L RIDLEY	JAIL & SHELTER LAUNDRY	3/2018	9033	35.00
18-0127	01-M0286	JIMANI VENTURES INC.	OIL CHANGES	2/2018	263831	283.93
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2018	201802267036	745.00
18-0150	01-S0330	STREETS, LLC	HEAT & AIR ANNUAL AGREEMENT	2/2018	S43-43B-0118	5,130.00
18-1255	01-S1224	SPRINT PRINT INC	CALL FOR SERVICE CARDS	2/2018	72076	275.00
18-0166	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAGE	2/2018	9802143897C	30.05
18-0166	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAGE	3/2018	201803017079	520.13
DEPARTMENT TOTAL:						12,602.93
DEPARTMENT: 42 ANIMAL CONTROL						
18-0114	01-L0096	WILLIAM A AND LAURA L RIDLEY	JAIL & SHELTER LAUNDRY	2/2018	7925	90.81
18-0114	01-L0096	WILLIAM A AND LAURA L RIDLEY	JAIL & SHELTER LAUNDRY	3/2018	9081	69.41
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2018	201802267036	10.00
18-0166	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAGE	2/2018	9802143897C	30.05
DEPARTMENT TOTAL:						200.27
DEPARTMENT: 51 FIRE						
18-0846	01-A0194	AIRGAS, INC.	OXYGEN SUPPLIES	2/2018	9072942753	90.33
18-0131	01-00010	ONE GAS, INC.	GAS SERVICES	2/2018	201802267060	552.94
18-1274	01-00025	O'REILLY AUTOMOTIVE STORES,	VEHICLE REPAIRS & MAINT.	2/2018	0309-245245	48.86
18-1397	01-00100	OKLAHOMA FIREFIGHTERS	PENNSVOLTUNTEER CONTRIBUTIONS	3/2018	201802267053	540.00
18-1386	01-P0123	RUSH TRUCK CENTERS OF OKLAHOMA	SERVICE CALL FOR ENGINE -	2/2018	3009570596	275.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2018	201802267036	890.00
18-1376	01-R0130	RONALD J. BRIGHT	REPAIR E-2 BRAKE SYSTEM	2/2018	1001	1,980.00
18-1124	01-W0020	WALMART COMMUNITY BRC	MISC. CHARGES	2/2018	201802267068	55.68
18-1268	01-W0020	WALMART COMMUNITY BRC	PHONE MINUTES FOR E-2, SQ-	2/2018	201802267067	82.52
DEPARTMENT TOTAL:						4,515.33

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 61 STREETS						
18-0139	01-00055	OKLAHOMA GAS & ELECTRIC	COMELECTRIC SERVICE	2/2018	201802267064	112.38
DEPARTMENT TOTAL:						112.38
FUND TOTAL:						613,343.47

FUND: 11 - PARK & REC DONATION

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
18-1131	01-C0260	CROSSLAND'S A&A RENT-ALL &	FOUNTAINS FOR EVENTS	3/2018	85757-6	60.00
18-1135	01-D0081	DALLAS RICHARDSON	UPLIGHTS FOR DANCE	3/2018	4123	450.00
18-1332	01-P0103	LARRY G. LOGAN	TABLE CLOTHS FOR EVENTS	3/2018	201803017091	356.00
18-1130	01-W0020	WALMART COMMUNITY BRC	SUPPLIES FOR EVENTS	2/2018	201802267069	21.34
DEPARTMENT TOTAL:						887.34
FUND TOTAL:						887.34

3/02/2018 8:03 AM

PURCHASE ORDER CLAIM REGISTER

PAGE: 7

FUND: 15 - PERSONAL SERVICE - 10% EX

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE				
18-0101	01-G0030	GENERAL FUND	TRANSFER 10% P.S.-POLICE	3/2018	201802267052	10,400.00
DEPARTMENT TOTAL:						10,400.00
DEPARTMENT: 51		FIRE				
18-0102	01-G0030	GENERAL FUND	TRANSFER 10% P.S.-FIRE	3/2018	201802267051	10,400.00
DEPARTMENT TOTAL:						10,400.00
FUND TOTAL:						20,800.00

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE						
18-1187	01-C0254	CENTRAL GLASS & MIRROR, INC	CHANGE OUT GLASS	2/2018	105012	3,042.33
DEPARTMENT TOTAL:						3,042.33
DEPARTMENT: 61 STREETS						
18-1069	01-E0081	ELITE BUILDING CONCEPTS LLC	INSTALLATION OF METAL BUI	2/2018	201802277070	8,500.00
18-0912	01-W0120	WHITNEY STEEL BUILDING SYST	METAL BUILDING	2/2018	2015931	21,009.00
DEPARTMENT TOTAL:						29,509.00
FUND TOTAL:						32,551.33

FEBRUARY 2018 VISA

<u>DEPT</u>		
511	CITY MANAGER	\$ 1,900.00
512	LIBRARY	\$ 4,000.00
513	PARKS & RECREATION	\$ 10,000.00
515	GENERAL GOVERNMENT	\$ 4,000.00
518	TOWN CENTER	\$ 6,000.00
521	FINANCE	\$ 1,000.00
531	COMM. DEV.	\$ 500.00
541	POLICE	\$ 2,500.00
551	FIRE	\$ 1,000.00
TOTAL		\$ 30,900.00

February 2018 PAYROLL

<u>DEPT</u>		
501	CITY ATTORNEY	\$ 16,463.32
511	CITY MANAGER	\$ 32,477.80
512	LIBRARY	\$ 25,770.08
513	PARKS & RECREATION	\$ 62,510.93
518	TOWN CENTER	\$ 5,241.39
519	BALL COMPLEX	\$ 13,607.95
520	AQUATICS	\$ 2,797.91
521	FINANCE	\$ 40,416.11
531	COMMUNITY DEVELOPMENT	\$ 29,863.77
541	POLICE	\$ 214,194.07
542	ANIMAL CONTROL	\$ 4,945.15
543	OHSO GRANT	\$ 931.99
551	FIRE	\$ 137,693.01
TOTAL		\$ 586,913.48

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

- 1. ITEM NO.** F-5
- 2. DATE:** March 6, 2018
- 3. TITLE:** Approval to turn past due utility accounts over to the collection agency
- 4. COUNCIL ACTION:** Approve or Deny
- 5. INITIATOR:** Janet Watts, Finance Director
- 6. BACKGROUND:** The attached utility accounts are past due and need to be sent to collections. Total balance is \$1,082.65 excluding collection agency fees.
- 7. STAFF SOURCE:** Janet Watts, Finance Director
- 8. FINANCIAL IMPACT:** Bad debt write-off of \$1,082.65
- 9. STAFF COMMENTS:** Recommends turning accounts over to collections.
- 10. CITY ATTORNEY'S COMMENTS:**
- 11. RESOLUTION/ORDINANCE NO.** N/A

JANA FERRELL - COLLECTIONS

03/06/2018

ACCOUNT NUMBER	NAME	SERVICE ADDRESS	MAILING ADDRESS	BALANCE	AGENCY FEE	TOTAL FEE	AGENCY FEE	TOTAL FEE
10-0013-06	BGW PROPERTIES	410 W JUNIPER DR MUSTANG, OK 73064	416 N CHISHOLM WAY MUSTANG, OK 73064	\$ 10.74	\$ 3.76	\$ 14.50		
START DATE:								
FINAL DATE:								
04-0266-02	DAVIS, BRANDY & JOHN	1441 W ONYX WAY MUSTANG, OK 73064	9005 N DAVIS AVE OKC, OK 73132	\$ 360.48	\$ 126.17	\$ 486.65		
START DATE:								
FINAL DATE:								
12-0002-02	DEL RANCHO	462 W SH 152 MUSTANG, OK 73064	117 RANCHWOOD CT OKC, OK 73139	\$ 96.72	\$ 33.85	\$ 130.57		
START DATE:								
FINAL DATE:								
06-0235-15	GOAD, MATTHEW	1001 N CRYSTAL WAY MUSTANG, OK 73064	1001 N CRYSTAL WAY MUSTANG, OK 73064	\$ 119.09	\$ 41.68	\$ 160.77		
START DATE:								
FINAL DATE:								
15-0096-07	MACKEY, SAM & JOSHUA	729 S MEADOW LN MUSTANG, OK 73064	610 S HIGHLAND DR MUSTANG, OK 73064	\$ 123.33	\$ 43.17	\$ 166.50		
START DATE:								
FINAL DATE:								
10-0074-14	MUIR, CHRISTINA	641 W SHEPHERD DR MUSTANG, OK 73064	641 W SHEPHERD DR MUSTANG, OK 73064	\$ 131.87	\$ 46.15	\$ 178.02		
START DATE:								
FINAL DATE:								
14-0109-09	RICHTER, NATHANIEL & DANIELLE	1008 S MUSTANG RD MUSTANG, OK 73064	3701 FARM CIRCLE MUSTANG, OK 73064	\$ 33.48	\$ 11.72	\$ 45.20		
START DATE:								
FINAL DATE:								
19-0323-05	RUSH, KAYTE	2108 E JOYCE TERR MUSTANG, OK 73064	2108 E JOYCE TERR MUSTANG, OK 73064	\$ 85.53	\$ 29.94	\$ 115.47		
START DATE:								
FINAL DATE:								
15-0132-06	WALKER, FARAH	733 S GLEN LN MUSTANG, OK 73064	2212 E PLEASANTVIEW LN #8 MUSTANG, OK 73064	\$ 121.41	\$ 42.49	\$ 163.90		
START DATE:								
FINAL DATE:								
TOTALS:				\$ 1,082.65	\$ 378.93	\$ 1,461.58	\$ 378.93	\$ 1,461.58

ACCOUNTS: 9

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. **ITEM NO.** F-6
2. **MEETING DATE:** March 6, 2018
3. **TITLE:** Approval to turn past due library accounts over to collection agency.
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Janet Watts, Finance Director
6. **BACKGROUND:**
The attached library accounts are past due and need to be sent to collections.
The total balance is \$1,232.36 excluding collection agency fees.
7. **FINANCIAL IMPACT:**
Inventory loss of \$1,232.36
8. **STAFF COMMENTS:** Recommend Approval
9. **STAFF SOURCE:** Julie Slupe, Library Director
10. **CITY ATTORNEY COMMENTS:**
11. **RESOLUTION/ORDINANCE NO.** N/A

Council Copy
Accounts Sent to Collections
for February, 2018

	A	B	C	D	E
1	Acct #	NAME/RESPONSIBLE PARTY	CITY, STATE, ZIP	BOOK BALANCE	
2	0072773	VERONICA TORRES TORRES	YUKON, OK 73099	\$179.49	
3	0072682	ANDREA L. WEST	YUKON, OK 73099	\$54.85	
4	0067081	STEFANIE ANN WILLIAMS	TUTTLE, OK 73089	\$93.78	
5	0072835	LORI K. KAZEE	MUSTANG, OK 73064	\$92.96	
6	0064834	KATHLINE LEONA MAHONEY	YUKON, OK 73099	\$186.35	
7	0072125	REAGAN L. MCNEIL	YUKON, OK 73099	\$111.89	
8	0069940	REBEKAH A. RICHARDSON	OKLAHOMA CITY, OK 73127	\$61.97	
9	0050590	GEORGE C. LEVI	MUSTANG, OK 73064	\$89.97	
10	0071766	GLORIA MOREIRA	MUSTANG, OK 73064	\$73.87	
11	0071875	GLORIA MOREIRA	MINCO, OK 73059	\$94.85	
12	0071949	JENNIFER MARIE HUGHES	YUKON, OK 73099	\$3.95	
13	0071950	JENNIFER MARIE HUGHES	YUKON, OK 73099	\$69.67	
14	0059501	TERESA K. HELLER	MUSTANG, OK 73064	\$102.81	
15	0059500	TERESA K. HELLER	MUSTANG, OK 73064	\$15.95	
16			TOTAL FOR INDIVIDUALS	\$1,232.36	
17					
18			TOTAL FOR ILL	0.00	
19					
20			OVERALL TOTAL	1,232.36	
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-7
2. MEETING DATE: March 6, 2018
3. TITLE: Jerry Calloway, Building Inspector, will retire March 30, 2018 after twelve plus years of service to the City of Mustang.
4. COUNCIL ACTION: Approve or Deny
5. INITIATOR: Human Resources Department
6. BACKGROUND: The Oklahoma Municipal Retirement Fund requires all OkMRF retirement applications to be submitted to the City Council. Mr. Calloway meets the qualifications set forth by the plan to receive his retirement at this time.
7. FINANCIAL IMPACT: None
8. STAFF COMMENTS: Staff recommends approval.
9. STAFF SOURCE: Laura Anderson, HR Director
10. CITY ATTORNEY'S COMMENTS:
11. RESOLUTION/ORDINANCE NO.

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-8

2. MEETING DATE: March 6, 2018

3. TITLE: Department of Environmental Quality Permit to Construct Sewer Lines and Appurtenances – Mustang Educational Resource Center.

4. COUNCIL ACTION: Acknowledgement of Receipt of DEQ Permit No. SL000009180132, to Construct Sewer Line for the new Mustang Educational Resource Center

5. INITIATOR: Community Development Department

COMMENTS & FACTS: As part of the Mustang Public Schools project, their Educational Resource Center, a sewer line has been proposed that will be dedicated to the City of Mustang. All public sewer lines must be reviewed and permitted by DEQ. These plans were reviewed and approved by the city engineer and submitted to the department of Environmental Quality. The plans were approved by DEQ on February 16, 2018.

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

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: Staff recommends acceptance.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

February 16, 2018

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

Re: Permit No.: SL000009180132
Mustang High School
Mustang Educational Resource Center
Sewer Line Relocation Project
Facility No.: S-23543

Dear Ms. Helsel:

Enclosed is Permit No.: SL000009180132 for the construction of approximately 305 L. F. of eight (8) inch and 580 L. F. of twelve (12) inch sewer lines and appurtenances to serve the City of Mustang - Mustang Educational Resource Center Sewer Line Relocation Project, Canadian County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on February 16, 2018. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,

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

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/ag

Enclosure

c: Bruce Vande Lune, R. S., Regional Manager, DEQ
Jordan Rodich, P. E., Wallace Engineering, Inc.
Oklahoma City DEQ Office





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: SL000009180132

SEWER LINES

FACILITY NO.: S-23543

PERMIT TO CONSTRUCT

February 16, 2018

Pursuant to O.S. 27A 2-6-304, the City of Mustang is hereby granted this Tier I Permit to construct approximately 305 L. F. of eight (8) inch and 580 L. F. of twelve (12) inch sewer lines and appurtenances to serve the City of Mustang - Mustang Educational Resource Center Sewer Line Relocation Project, located in part of NE-1/4, NE-1/4, SE-1/4, of Section 33, T-11-N, R-5-W, I. M., Canadian County, Oklahoma, in accordance with the plans approved on February 16, 2018.

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

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

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





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: SL000009180132

SEWER LINES

FACILITY NO.: S-23543

PERMIT TO CONSTRUCT

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

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

 GREG CARR
FOR ROCKY CHEN

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



CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. G-2a

2. MEETING DATE: MARCH 6, 2018

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

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

5. INITIATOR: Melissa Helsel, Community Development Director

COMMENTS & FACTS: One of our Board of Adjustment members has been appointed to the City Council and has therefore tendered his resignation from the Board of Adjustment.

We have received one application for the open seat from Samuel Brence who previously submitted a letter of interest through our Talent Bank application.

Board of Adjustment seats are not ward-specific.

7. FINANCIAL IMPACT: none

8. STAFF COMMENTS: Staff recommends the appointment of Samuel Brence to the Mustang Board of Adjustment.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

12/8/2015

CITY OF MUSTANG
BOARD OR COMMITTEE APPLICATION

NAME: Samuel Brence

ADDRESS: 1133 S. Douglas Dr

NUMBER OF YEARS RESIDED IN MUSTANG 12

PHONE NUMBER: None
HOME

405-606-9241
CELL

E-MAIL ADDRESS: sammyboy405@gmail.com

OCCUPATION: Electronics Engineer Instructor

EMPLOYER: Federal Aviation Administration

EMPLOYMENT, AFFILIATIONS, OR EDUCATIONAL INFORMATION THAT WOULD BE APPLICABLE TO THE PARTICULAR BOARD OR COMMITTEE:

None that would be exactly Applicable to the Board of Adjustment. I hold Computer Sciences and Criminal Justice
Degrees. My Employment is with the Federal government. Teaching technicians on how to maintain
Air Traffic Control Systems.

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

PLANNING COMMISSION

BOARD OF ADJUSTMENT X

(For information concerning the functions of these boards, contact the Community Development Department or visit the City of Mustang website)

EXPLAIN WHY YOU ARE INTERESTED IN SERVICE:

Would like to Serve my community. I would like to be able to make Mustang the best place to live for future. I really
Enjoy

and love the Community, and want to help serve.

REFERENCES: Mike & Dana Wallace , Cheryl Lones, Wilma & Jimmy Taylor

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

SIGNATURE: 

DATE: 2/8/2018

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. H-2

2. MEETING DATE: March 6, 2018

3. TITLE: Final Plat Application FP-10-11-17-2-30, 152 Hunter's Springs Addition, Phase 2, RC Hunter's Springs, LLC, NW/4, Section 30, 22.46 acres, 99 lots.

4. COUNCIL ACTION: Discussion, Consideration and Possible Action to Approve or Deny Final Plat

5. INITIATOR: Community Development Department

6. PROJECT DESCRIPTION: The applicant, Phillip Hagen of Crafton Tull & Associates has submitted a **Final Plat** for Hunter's Springs Addition, Phase 2. This area is zoned R-1, Single Family District and contains approximately 22.46 acres. This subdivision will contain 99 residential lots and will be a continuation of Hunter's Springs Addition, Phase 1.

All lots meet the minimum size and setback requirements for R-1 districts. All lots currently meet the frontage requirements of 45 feet. Trappers Court, Deer Court and Scouts Court will all have the suffix "Way" added.

The city engineer has reviewed and approved all sanitary sewer, water, paving and drainage plans for this subdivision. The fire department has approved the layout.

Maintenance of all common areas and drainage facilities will be the responsibility of the property owners' association. No structures or other obstructions may be placed in a drainage easement.

Character of Neighborhood: This is an area of residential development with R-1, R-E and Agricultural land in the vicinity.

Zoning and Uses of Property Nearby: Property to the north is zoned R-E and R-1, to the east is R-E and R-1, to the west is Agricultural and to the south is R-E and R-1.

Conformance with Long-Range Plan: The long-range plan calls for low density residential development in this area, therefore this development conforms to the comprehensive plan.

Utilities and Services: Public water and sewer is available to this property.

Professional Staff Recommendation: Staff recommends approval. The plat design meets the requirements for R-1 development as regulated in our code. The city engineer has approved all civil aspects of the plat.

Planning Commission Findings: The Mustang Planning Commission voted unanimously to recommend approval of this final plat at their February 20, 2018 meeting. Please see attached minutes. Note: These minutes have not yet been formally approved by the Planning Commission.

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: None

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

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

- 1. Final Plat FP-10-11-17-2-30, Hunter's Springs Addition, Phase 2, RC Hunter's Spring, LLC., NE/4, Section 30, T11N, R5W, 22.46 acres approx., 99 lots.**

Community Development Director, Melissa Helsel, provided a brief overview. The applicant, Phillip Hagen of Crafton Tull & Associates has submitted a Final Plat for Hunter's Springs Addition, Phase 2. This area is zoned R-1, Single Family District and contains approximately 22.46 acres. This subdivision will contain 99 residential lots and will be a continuation of Hunter's Springs Addition, Phase 1.

All lots meet the minimum size and setback requirements for R-1 districts. All lots currently meet the frontage requirements of 45 feet. Trappers Court, Deer Court and Scouts Court will all have the suffix "Way" added. The city engineer has reviewed and approved all sanitary sewer, water, paving and drainage plans for this subdivision. The fire department has approved the layout. Maintenance of all common areas and drainage facilities will be the responsibility of the property owners' association. No structures or other obstructions may be placed in a drainage easement.

This is an area of residential development with R-1, R-E and Agricultural land in the vicinity. Property to the north is zoned R-E and R-1, to the east is R-E and R-1, to the west is Agricultural and to the south is R-E and R-1. The long-range plan calls for low density residential development in this area, therefore this development conforms to the comprehensive plan. Public water and sewer is available to this property.

Staff recommends approval. The plat design meets the requirements for R-1 development as regulated in our code. The city engineer has approved all civil aspects of the plat.

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

Mr. Bratton made a motion to approve the final plat. **Ms. Yakish** seconded the motion.

A roll call vote was taken:

Jan Yakish	Yes
Dan Hix	Yes
Jesse Bratton	Yes
Billy McDaniel	Yes
Jerry Brown	Yes
David Russell	Yes

The motion was approved unanimously.





December 21, 2017

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

**RE: Hunter's Springs Phase II
Mustang, Oklahoma**

Dear Ms. Helsel:

CGE has completed its review of the revised Construction Plans and Reports for the subject residential development project dated 12/04/17 and the additional information submitted on 12/20/17. The final subject plans and calculations will be submitted by Crafton Tull to your attention.

Please accept this letter as a formal approval of the Construction Plans for the Hunter's Springs Phase II development per the City of Mustang's Regulations and Ordinances.

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

Sincerely,

Cowan Group Engineering, LLC

A handwritten signature in blue ink, appearing to read 'Sean Fairbairn'.

Sean Fairbairn, P.E., CFM

SKF/skf

Cc: Tim Rooney – City Manager – City of Mustang
Michael Taylor, P.E. – Cowan Group Engineering, LLC
Brad Reid, P.E. – Engineer of Record – Crafton Tull



MUSTANG FIRE DEPARTMENT

CARL HICKMAN
Fire Chief

ROY WIDMANN
Deputy Fire Chief

MEMORANDUM

TO: Community Development Department

FROM: Mike Carroll, Fire Prevention Officer

DATE: October 24, 2017

RE: Hunter's Spring Addition (Final Plat and Water Plans for Section 2)

The Fire Prevention Department has reviewed the plans for Hunter's Spring Addition (Final Plat and Water Plans for Section 2) and requires the following:

- 1) If there is an electronically operated gate that would deny entry in an emergency situation, a Knox key switch shall be provided for emergency vehicle access (No substitutions). If multiple gates are used, the key switch shall operate the main entrance gate.
- 2) Street names shall be prefaced with direction "North" and end in "Way" in this section of the city. This applies to the following proposed streets:
 - a. N. Trappers Court Way
 - b. N. Deer Court Way
 - c. N. Scout Court Way
- 3) Move fire hydrants and valves **from** the:
 - a. Property line between lots 10 & 11 in Block 7, **to** the N.E. Corner of lot 5 in Block 7.
 - b. Property line between lots 18 & 19 in Block 7, **to** the N.E. Corner of lot 13 in Block 7.
 - c. Property line between lots 26 & 27 in Block 7, **to** the N.E. Corner of lot 21 in Block 7.

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. H-3

2. MEETING DATE: MARCH 6, 2018

3. TITLE: MAINTENANCE BONDS FOR WATER LINES, SEWER LINES, STORM SEWER AND PAVING FOR CRYSTAL SPRINGS ADDITION.

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 Crystal Springs Addition have been received by the Community Development Department. All improvements but the streets have been completed and tested.

There is a letter of credit submitted in the amount of \$711,540.75 for paving, as the paving and testing is not fully complete. This letter of credit assures the city that the paving will be completed and tested within five months.

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. _____



1308 N Main Street
Newcastle, OK 73065
(405) 387-4455 • Fax (405) 574-3730
• www.bankfnbt.com

February 22, 2018

STANDBY LETTER OF CREDIT #1101045457
AMOUNT: \$711,540.75
EXPIRATION DATE: 08/22/18

City of Mustang
Planning Department/ Subdivisions
1501 N Mustang Rd
Mustang, OK 73064

RE: 29Sara LLC
Crystal Springs Addition to the City of Mustang, Mustang, Oklahoma

Gentlemen:

We hereby establish our irrevocable Standby Letter of Credit No. 1101045457 for the account of 29Sara LLC, Oklahoma City, OK 73128 and available to you, as beneficiary, up to the aggregate amount of (\$711,540.75) SEVEN HUNDRED ELEVEN THOUSAND, FIVE HUNDRED FORTY DOLLARS AND 75/100 UNITED STATES DOLLARS.

This letter of credit is for the performance of improvements in CRYSTAL SPRINGS ADDITION to Mustang, Oklahoma as follows: paving/drainage \$711,540.75. This breakdown represents 110% of the amount and was determined by the City of Mustang.

In the event 29SARA LLC fails to complete the above specified improvements within five (5) months from the date of this letter of credit, the City of Mustang may within thirty (30) days, by draft or documentary demand, draw the necessary funds for completion of the above specified improvements up to the aggregate amount of \$711,540.75. Each draft or documentary demand should be clearly marked: "Drawn under First National Bank & Trust Standby Letter of Credit No. 1101045457."

However, 29SARA LLC shall, within the term of this Letter of Credit, faithfully install and complete improvements and utilities in the subdivision according to requirements or ordinances, approved plans specifications and subdivision rules and regulations of the City, as certified by the City Engineer, and pay all bills to contractors for the above specified improvements incurred to completion thereof, and said improvements are approved by the City Engineer and accepted by the City Council, as provided, then this obligation shall be null and void.

We hereby agree that any draft or documentary demand for payment, drawn under and in compliance with the terms of this Letter of Credit, will be duly honored if presented to our Lending Department P.O. Box 1130, 302 Chickasha Avenue, Chickasha, OK 73018, on or before the close of business on August 22, 2018 subsequent to which date this Letter of Credit will be expired and of no effect.

Unless otherwise expressly stated this Letter of Credit is subject to the International Standby Practices 1998 (ISP 98) (International Chamber of Commerce Publication No. 590) and, where not inconsistent therewith, to the law of the state of the principal office of the Issuing Financial Institution (including, but not limited to, Article 5 of the Uniform Commercial Code). Unless otherwise expressly stated above, only original documents will be accepted. No reproductions or carbon copies may be substituted for originals.

First National Bank & Trust Co,

BY

A handwritten signature in blue ink, appearing to read "SG", is written over a horizontal line.

Sherri Garrard, Sr Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/15/2018

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 have ADDITIONAL INSURED provisions or 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 Wiedemann Insurance Agency, Inc. 112 South 4th Street Yukon OK 73099		CONTACT NAME: Travis Wiedemann PHONE (A/C, No, Ext): 405-354-7920 FAX (A/C, No): 888-630-4421 E-MAIL ADDRESS: travis@okinsurancepro.com	
INSURED All Roads Paving, Inc. 10200 NW 10th street Oklahoma City OK 73127		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Company INSURER B: Phoenix Insurance Company INSURER C: Charter Oak Fire Insurance Company INSURER D: Travelers Property Casualty Company of America 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	
A	☒ COMMERCIAL GENERAL LIABILITY			CO-5F170847	02/01/2018	02/01/2019	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
B	AUTOMOBILE LIABILITY			810-5F170847	02/01/2018	02/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
D	☒ UMBRELLA LIAB			CUP-5F170847	02/01/2018	02/01/2019	EACH OCCURRENCE	\$ 2,000,000
	☐ EXCESS LIAB	☐ OCCUR					AGGREGATE	\$ 2,000,000
	☐ DED ☒ RETENTION \$ 10,000	☐ CLAIMS-MADE						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-5F17084	02/01/2018	02/01/2019	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Equipment Floater Leased/Rented			660-6F343110	02/01/2018	02/01/2019	Limit Per Item	300,000

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

Public Paving to serve Crystal Springs, Clear Springs Rd & SW 59th Street, Mustang OK

CERTIFICATE HOLDER**CANCELLATION**

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 Travis Wiedemann

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STREETS MAINTENANCE BOND

KNOW AL MEN BY THESE PRESENTS:

That we, All Roads Paving, 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, of the State of Oklahoma, in the full and just sum of 100% or Six Hundred Forty Six Thousand Eight Hundred Fifty Five & 23/100 (\$ 646,855.23), 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 (\$ 64,685.52), 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 14th day of February, 20 18.
The conditions of this obligation are such that whereas, said Principal has by contract between themselves,
And 29Sara, LLC dated this 11th
Day of October, 20 17, constructed in THE CITY OF
MUSTANG: Public Paving to Serve Crystal Springs - Clear Springs Road & S.W. 59th
Street - part of the NE/4, Sec 30, T11N, R5W, I.M. - Mustang, Canadian County, OK

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 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.

All Roads Paving, Inc.

Principal

Attest:

Nana Bailey

By:

David D. Bennett

Granite Re, Inc.

Surety

Attest:

Debbie Slack

By:

Vicki Wilson

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

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; VICKI WILSON; ROBERT JENSEN; AUSTIN K. GREENHAW; CLAYTON HOWELL 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:

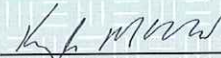
TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS; VICKI WILSON; ROBERT JENSEN; AUSTIN K. GREENHAW; CLAYTON HOWELL 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 19th day of December, 2017.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



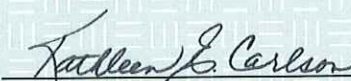

Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 19th day of December, 2017, 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, 2021
Commission #: 01013257




Notary Public

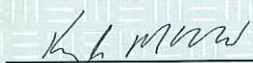
GRANITE RE, INC. Certificate

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
14th day of February, 20 18.




Kyle P. McDonald, Secretary/Treasurer

**PUBLIC PAVING CONTRACT BETWEEN OWNER/DEVELOPER AND
CONTRACTOR**

This agreement made and entered into this 11th day of October, 2017, by and between **29Sara, LLC**, hereinafter referred to as the "OWNER/DEVELOPER" and **All Roads Paving,**, hereinafter referred to as the "CONTRACTOR". WHEREAS, OWNER/DEVELOPER is developing the following real property situated in Canadian County, State of Oklahoma, to-wit:

**Public Paving to serve
Crystal Springs
Clear Springs Road & S.W. 59th Street
Part of the NE/4, Section 30, T11N, R5W, I.M.
Mustang, Canadian County, OK**

WHEREAS, CONTRACTOR is providing labor, equipment, materials, and incidentals necessary to perform the work defined in this contract, be it hereby agreed that:

1. OWNER/DEVELOPER contracted **Grubbs Consulting, LLC**, herein after referred to as the "PROJECT ENGINEER", to prepare plans and specifications covering **Public Paving Plan** on the above-mentioned development. Said plans and specifications are hereby made a part of this contract by reference to the same as if fully set forth herein and said plans and specifications have been approved by the OWNER/DEVELOPER.
2. CONTRACTOR herewith states that the above plans and specifications, covering the work to be performed, have been thoroughly examined and accepts the same. CONTRACTOR inspected the site on which construction will be performed, approved the same and agrees to perform said construction and work to completion.
3. CONTRACTOR, being an independent contractor, shall furnish all labor, materials, machinery, tools and all other items necessary to, or required to, perform in a professional manner the construction and completion of all roadway paving work shown and described on the above referenced plans and specifications.
4. CONTRACTOR shall observe all laws of the State of Oklahoma and the City of Mustang, relating to the obstruction of roads, streets and alleys, and will maintain all signals, barriers and notices that may be necessary so as to adequately protect employees and all other persons; and the CONTRACTOR hereby expressly binds itself to indemnify and save harmless OWNER/DEVELOPER from all claims, suits and actions of every kind and description brought against OWNER/DEVELOPER on account of any injunction or damages received, sustained, or claimed by any party or parties, or to any property, resulting from the acts or omissions of CONTRACTOR, or its subcontractor(s), employees, servants, agent or invitees of either in doing the work herein contracted for.
5. CONTRACTOR shall provide Certificates of Insurance to OWNER/DEVELOPER showing Worker's Compensation Insurance coverage as required by applicable Federal, State and other laws, including employer's

liability covering its and its subcontractor's employees, of not less than \$100,000.00. CONTRACTOR shall also provide the OWNER/DEVELOPER certificates of insurance for CONTRACTOR's Comprehensive General Liability coverage, including Blanket Contractual Liability, Completed Operations Products Liability and XCU coverage and all other coverage available under the Extended Business Liability Endorsement. Said liability coverage shall not be less than \$1,000,000.00 combined single limit coverage. Further, CONTRACTOR shall provide certificate of insurance to OWNER/DEVELOPER showing Comprehensive Automotive Liability coverage, including non-ownership and hired car coverage, as well as owned vehicles, with a combined single limit coverage of not less than \$1,000,000.00. Certificates shall indicate that the General Liability Policy provides coverage for the above mentioned indemnity agreement in Clause 4.

6. CONTRACTOR shall secure at his own expense any maintenance bonds necessary for successful performance of work provided in the above-mentioned plans and specifications. CONTRACTOR shall be responsible for notifying the proper public authorities for any inspection of work necessary under the City of Mustang ordinances, statutes or state laws. Such fees charged for any necessary inspections shall be the expense of and paid for by the OWNER/DEVELOPER. All Federal, State, City and other taxes or levies shall be paid by CONTRACTOR and be included as part of the contract price or prices. CONTRACTOR shall indemnify the OWNER/DEVELOPER, and the PROJECT ENGINEER from any losses or expenses incurred by CONTRACTOR's failure to comply with the above-mentioned ordinances or statutes. All testing required by OWNER/DEVELOPER shall be at the expense of and paid for by OWNER/DEVELOPER.
7. The Contractor agrees to replace and/or repair any defective workmanship or materials, which occur within five (5) year(s) from date of acceptance at Contractor's expense. The first year at 100% and at 10% for four years thereafter.
8. Prior to any payment CONTRACTOR shall provide OWNER/DEVELOPER with lien waivers from labor and material suppliers, provide a labor and material Payment Bond, or provide Contractor's Certification, acceptable to OWNER/DEVELOPER, Certifying that all labor and materials pertaining to this contract have been paid in full.
9. The total contract price shall be **\$646,855.23 (six hundred forty six thousand eight hundred and fifty five dollars and twenty three cents)**. The basis of payment shall be as set forth as a unit price contract. A detailed breakdown of each cost is shown on the attached Exhibit 'A'.

The above prices shall be applicable without modification so long as OWNER/DEVELOPER shall retain the premises in the same general manner as at date of this Contract. A retainage of 10% of the work completed shall be held until thirty (30) days after the work has been accepted by the OWNER/DEVELOPER. CONTRACTOR's request for either monthly or final payment shall be received in OWNER/DEVELOPER's office on or before the fifteenth (15th) day of each month, with payment being made by the OWNER/DEVELOPER by the last day of that month. There will be monthly

progressive payments, subject to approval of the PROJECT ENGINEER, to CONTRACTOR based on unit prices and a percentage of work completed.

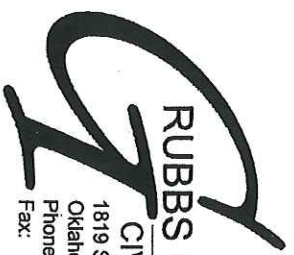
10. Work is to start immediately following the issuance of a work order from OWNER/DEVELOPER, and CONTRACTOR shall complete the construction/installation herein provided within Forty Five (45) working days.
11. CONTRACTOR agrees to accept full responsibility for any citations issued as a result of the CONTRACTOR's failure to comply with all requirements of the Williams-Steiger Occupational Safety and Health Act of 1970, as amended. CONTRACTOR further agrees to remain in full compliance with requirements of the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, at all times.
12. In as much as this contract is made upon CONTRACTOR's qualifications and responsibility, and in as much as the payments to be made hereunder are intended to finance performance, CONTRACTOR agrees that it will not assign or otherwise transfer this Contract without first obtaining OWNER/DEVELOPER's written consent; and assignment in contravention hereof is void.
13. It is mutually agreed and understood that this contract shall be binding upon all parties hereto and their respective heirs, executors, or administrators.
14. OWNER/DEVELOPER shall not be responsible in any manner for the property of CONTRACTOR used to perform the work hereunder or for the property of its employees or subcontractors engaged therein.
15. The time of completion is of the essence of the contract. For each day work shall remain uncompleted after the time agreed upon in the proposal and the contract, or as automatically increased by additional work or materials ordered after the contract is signed, or the increased time granted by OWNER/DEVELOPER for the completion of said work, the sum per day of \$ 500.00 will be deducted from the monies due to CONTRACTOR, not as penalty but as liquidated damages. The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty but should be deemed, taken and treated as reasonable liquidated damages since it would be impracticable and difficult to assign value to the actual damages.
16. CONTRACTOR hereby agrees to adhere and maintain to the requirements of the approved Storm Water Pollution Prevention Plan (SWPPP), attached to and made a part of this contract by reference. Should any penalties assessed by the Governing City or the State of Oklahoma as a result of CONTRACTOR's negligence or non-compliance to the SWPPP, shall be the responsibility of CONTRACTOR.

IN WITNESS WHEREOF: The undersigned have executed this contract on the day and month and year above written;

ATTEST:  SIGNATURE: 
TITLE: MANAGER

ATTEST:  SIGNATURE: 
TITLE: President

Exhibit A



RUBBS CONSULTING, LLC

CIVIL ENGINEERING & LAND PLANNING

1819 S. Morgan Road
Oklahoma City, OK 73128
Phone: (405) 265-0641
Fax: (405) 265-0649

Crystal Springs_Public Paving Bid
10/12/2017

ITEM#	DESCRIPTION	All Roads Paving			
	PUBLIC PAVING	Unit	Quantity	Unit Price	Total
1	6" STABILIZED SUBGRADE	SY	17,200	\$ 4.50	\$ 77,400.00
2	5" P.C. CONCRETE PAVING	SY	16,402	\$ 29.16	\$ 478,282.32
3	INTEGRAL CURB	LF	9,904	\$ 8.22	\$ 81,410.88
4	CURB MARKINGS "V" OR "W"	EA	129	\$ 4.35	\$ 561.15
5	HC CURB RAMP DEPRESSIONS	EA	16	\$ 168.75	\$ 2,700.00
6	SOLID SLAB SOD	SY	1,800	\$ 2.25	\$ 4,050.00
7	4' CONCRETE SIDEWALK	LF	74	\$ 33.12	\$ 2,450.88
	TOTAL				\$ 646,855.23

WATER AND SEWER MAINTENANCE BOND**KNOW ALL MEN BY THESE PRESENTS:**

That we, 4M Trenching, LLC, 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 Seventy Six Thousand Ninety Two & 40/100, (\$ 176,092.40), such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 13th day of November, 20 17. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: Public Storm Sewer Line to serve Crystal Springs, Clear Springs Road & S.W. 59th Street, 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:

Mamuel Ramin

Witness:

Debbie Raper
Debbie Raper

4M Trenching, LLC

Principal

By: [Signature]

Fidelity and Deposit Company of Maryland

Surety

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

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 **DAVID MCVICKER, 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, 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.

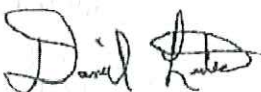
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

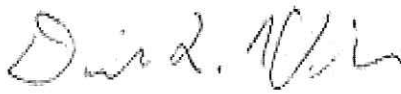
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 31st day of March, A.D. 2017.

ATTEST:

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



By: 
Assistant Secretary
Daniel Lutes


Vice President
David McVicker

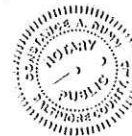
State of Maryland
County of Baltimore

On this 31st day of March, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and DANIEL LUTES, 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.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 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 13th day of November, 20 17.



Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

**STORM SEWER LINE CONTRACT BETWEEN OWNER/DEVELOPER AND
CONTRACTOR**

This agreement made and entered into this 11th day of October, 2017, by and between **29Sara, LLC**, hereinafter referred to as the "OWNER/DEVELOPER" and **4M Trenching, LLC**, hereinafter referred to as the "CONTRACTOR". WHEREAS, OWNER/DEVELOPER is developing the following real property situated in Canadian County, State of Oklahoma, to-wit:

**Public & Private Storm Sewer Line to serve
Crystal Springs
Clear Springs Road & S.W. 59th Street
Part of the NE/4, Section 30, T11N, R5W, L.M.
Mustang, Canadian County, OK**

WHEREAS, CONTRACTOR is providing labor, equipment, materials, and incidentals necessary to perform the work defined in this contract, be it hereby agreed that:

1. OWNER/DEVELOPER contracted **Grubbs Consulting, LLC**, herein after referred to as the "PROJECT ENGINEER", to prepare plans and specifications covering **Public Paving Plan** on the above-mentioned development. Said plans and specifications are hereby made a part of this contract by reference to the same as if fully set forth herein and said plans and specifications have been approved by the OWNER/DEVELOPER.
2. CONTRACTOR herewith states that the above plans and specifications, covering the work to be performed, have been thoroughly examined and accepts the same. CONTRACTOR inspected the site on which construction will be performed, approved the same and agrees to perform said construction and work to completion.
3. CONTRACTOR, being an independent contractor, shall furnish all labor, materials, machinery, tools and all other items necessary to, or required to, perform in a professional manner the construction and completion of public and private storm sewer work shown and described on the above referenced plans and specifications.
4. CONTRACTOR shall observe all laws of the State of Oklahoma and the City of Mustang, relating to the obstruction of roads, streets and alleys, and will maintain all signals, barriers and notices that may be necessary so as to adequately protect employees and all other persons; and the CONTRACTOR hereby expressly binds itself to indemnify and save harmless OWNER/DEVELOPER from all claims, suits and actions of every kind and description brought against OWNER/DEVELOPER on account of any injunction or damages received, sustained, or claimed by any party or parties, or to any property, resulting from the acts or omissions of CONTRACTOR, or its subcontractor(s), employees, servants, agent or invitees of either in doing the work herein contracted for.
5. CONTRACTOR shall provide Certificates of Insurance to OWNER/DEVELOPER showing Worker's Compensation Insurance coverage as

required by applicable Federal, State and other laws, including employer's liability covering its and its subcontractor's employees, of not less than \$100,000.00. CONTRACTOR shall also provide the OWNER/DEVELOPER certificates of insurance for CONTRACTOR's Comprehensive General Liability coverage, including Blanket Contractual Liability, Completed Operations Products Liability and XCU coverage and all other coverage available under the Extended Business Liability Endorsement. Said liability coverage shall not be less than \$1,000,000.00 combined single limit coverage. Further, CONTRACTOR shall provide certificate of insurance to OWNER/DEVELOPER showing Comprehensive Automotive Liability coverage, including non-ownership and hired car coverage, as well as owned vehicles, with a combined single limit coverage of not less than \$1,000,000.00. Certificates shall indicate that the General Liability Policy provides coverage for the above mentioned indemnity agreement in Clause 4.

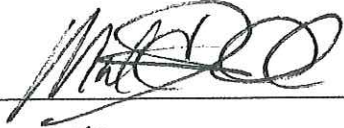
6. CONTRACTOR shall secure at his own expense any maintenance bonds necessary for successful performance of work provided in the above-mentioned plans and specifications. CONTRACTOR shall be responsible for notifying the proper public authorities for any inspection of work necessary under the City of Mustang ordinances, statutes or state laws. Such fees charged for any necessary inspections shall be the expense of and paid for by the OWNER/DEVELOPER. All Federal, State, City and other taxes or levies shall be paid by CONTRACTOR and be included as part of the contract price or prices. CONTRACTOR shall indemnify the OWNER/DEVELOPER, and the PROJECT ENGINEER from any losses or expenses incurred by CONTRACTOR's failure to comply with the above-mentioned ordinances or statutes. All testing required by OWNER/DEVELOPER shall be at the expense of and paid for by OWNER/DEVELOPER.
7. The Contractor agrees to replace and/or repair any defective workmanship or materials, which occur within two (2) year(s) from date of acceptance at Contractor's expense. The first two years at 110%.
8. Prior to any payment CONTRACTOR shall provide OWNER/DEVELOPER with lien waivers from labor and material suppliers, provide a labor and material Payment Bond, or provide Contractor's Certification, acceptable to OWNER/DEVELOPER, Certifying that all labor and materials pertaining to this contract have been paid in full.
9. The total contract price shall be **\$174,057.00 (one hundred seventy four thousand fifty seven dollars and zero cents)**. The basis of payment shall be as set forth as a unit price contract. A detailed breakdown of each cost is shown on the attached Exhibit 'A'.

The above prices shall be applicable without modification so long as OWNER/DEVELOPER shall retain the premises in the same general manner as at date of this Contract. A retainage of 5% of the work completed shall be held until ten (10) after the work has been accepted by the OWNER/DEVELOPER. CONTRACTOR's request for either monthly or final payment shall be received in OWNER/DEVELOPER's office on or before the fifteenth (15th) day of each month, with payment being made by the OWNER/DEVELOPER by the last day

of that month. There will be monthly progressive payments, subject to approval of the PROJECT ENGINEER, to CONTRACTOR based on unit prices and a percentage of work completed.

10. Work is to start immediately following the issuance of a work order from OWNER/DEVELOPER, and CONTRACTOR shall complete the construction/installation herein provided within **Twenty (20)** working days.
11. CONTRACTOR agrees to accept full responsibility for any citations issued as a result of the CONTRACTOR's failure to comply with all requirements of the Williams-Steiger Occupational Safety and Health Act of 1970, as amended. CONTRACTOR further agrees to remain in full compliance with requirements of the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, at all times.
12. In as much as this contract is made upon CONTRACTOR's qualifications and responsibility, and in as much as the payments to be made hereunder are intended to finance performance, CONTRACTOR agrees that it will not assign or otherwise transfer this Contract without first obtaining OWNER/DEVELOPER's written consent; and assignment in contravention hereof is void.
13. It is mutually agreed and understood that this contract shall be binding upon all parties hereto and their respective heirs, executors, or administrators.
14. OWNER/DEVELOPER shall not be responsible in any manner for the property of CONTRACTOR used to perform the work hereunder or for the property of its employees or subcontractors engaged therein.
15. The time of completion is of the essence of the contract. For each day work shall remain uncompleted after the time agreed upon in the proposal and the contract, or as automatically increased by additional work or materials ordered after the contract is signed, or the increased time granted by OWNER/DEVELOPER for the completion of said work, the sum per day of \$ 500.00 will be deducted from the monies due to CONTRACTOR, not as penalty but as liquidated damages. The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty but should be deemed, taken and treated as reasonable liquidated damages since it would be impracticable and difficult to assign value to the actual damages.
16. CONTRACTOR hereby agrees to adhere and maintain to the requirements of the approved Storm Water Pollution Prevention Plan (SWPPP), attached to and made a part of this contract by reference. Should any penalties assessed by the Governing City or the State of Oklahoma as a result of CONTRACTOR's negligence or non-compliance to the SWPPP, shall be the responsibility of CONTRACTOR.

IN WITNESS WHEREOF: The undersigned have executed this contract on the day and month and year above written;

ATTEST:  SIGNATURE: 
TITLE: MANAGER

ATTEST: Tyler Davis SIGNATURE: Mitch Manning
TITLE: Manager-President

EXHIBIT A

10/6/2017 11:39:40AM

PROPOSAL

**4M TRENCHING, LLC**

5321 SW 11TH STREET
OKLAHOMA CITY, OK. 73128-2415

Contact: Mitch Manning
Phone: 405-942-4175
Fax: 405-942-4176

Quote To: Grubbs Consulting

Job Name: Crystal Springs Storm sewer
Date of Plans: 7/26/2017
Revision Date:

Phone:
Fax:

Public & Private Storm Sewer

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Public Storm Sewer					
01	2-0 Inlet	2.00	EA	2,960.00	5,920.00
02	2-1 Inlet	2.00	EA	4,220.00	8,440.00
03	2-2 Inlet	4.00	EA	4,700.00	18,800.00
04	18" RCP O-ring	26.00	LF	44.00	1,144.00
05	24" RCP O-Ring	81.00	LF	45.00	3,645.00
06	30" RCP O-Ring	128.00	LF	56.50	7,232.00
07	36" RCP O-Ring	165.00	LF	72.00	11,880.00
08	24" TCP T&G	6.00	LF	57.00	342.00
09	30" RCP T&G	693.00	LF	55.00	38,115.00
10	5' Dia Manhole	6.00	EA	2,780.00	16,680.00
11	5' Conc. Flume	266.00	LF	52.00	13,832.00
12	12" Dia. Rip Rap	63.00	SY	53.00	3,339.00
13	30" Conc. Headwall	3.00	EA	1,640.00	4,920.00
14	36" Conc. Headwall	4.00	EA	2,100.00	8,400.00
15	STD. Flume Barrier	2.00	EA	1,020.00	2,040.00
16	Crushed Rock Bedding	395.00	CY	35.00	13,825.00
17	Crushed Rock Backfill	30.00	CY	51.00	1,530.00
	Public Storm Sewer Sub-Total				\$160,084.00
Private Storm Sewer					
18	24" RCP O-Ring	49.00	LF	45.00	2,205.00
19	24" PCES	1.00	EA	1,040.00	1,040.00
20	24" Conc. Headwall	1.00	EA	1,760.00	1,760.00
21	36" Cut-Off wall	1.00	EA	667.00	667.00
22	Conc. Trickle Channel	245.00	LF	15.00	3,675.00
23	12" Diameter Rip Rap	46.00	SY	53.50	2,461.00
	Private Storm Sewer Sub Total				\$11,808.00
24	Bond (If required)	1.00	LS	2,165.00	2,165.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
GRAND TOTAL					\$174,057.00

NOTES:

Thank you for the opportunity to bid the project.

This proposal will be included in the contract as a contract exhibit if 4M Trenching Inc. is awarded the project.

NOTE: Retainage withheld is not to exceed 5% of total amount of billings and the project will not be released to the municipality until the contract is paid to 95% including any change order or ammendments. RETAINAGE IS DUE WITHIN 10 DAYS OF ACCEPTANCE BY THE MUNICIPALITY.

CHANGE ORDERS OR EXTRAS: No extra work or change order work will be performed or material furnished until a change order has been agreed upon and signed by all parties named in the contract.

EXCLUSIONS:

Permit, Impact, meter or Inspection fees

Erosion Control

Sod

Landscaping

Soil Testing fees

Surveying/Construction staking

Relocating or replacing existing utilities

Clearing & Grubbing(Unless there is a specific bid item)

BID TERMS AND CONDITIONS

This bid is valid only upon execution of a mutually agreeable contract and schedule.

The bid quantities and items used to develop the bid have been provided by the engineer and approved by the owner using the plan quantities and/or quantities provided within specification book or bid form. Due to the volatility of material prices this bid is valid for thirty days from the bid date. This bid overrides any verbal and or written preliminary estimates that may have been discussed prior to being issued final plans for the bid. The unit prices bid per item and the final quantities of each item used to complete the project will be used to determine the final total contract price plus any change orders issued for the project. Unit prices for bid items will vary from any other previous projects due to material prices, overhead and project conditions. Any fees for permits, inspections, material testing, compaction testing, surveying and engineering unless specified in the bid documents and listed as a bid/pay item will be the responsibility of the owner and any additional work or expenses incurred by the contractor may result in additional payment due to the contractor. Erosion control, sod or ground cover installation and maintenance of each will be the owners responsibility and/or person or company designated by the owner or engineer to perform the items unless there is specified bid item and quantity for each and a unit price can be established only then will it become the responsibility of 4M Trenching Inc.. The owner will be responsible for removing or relocating any existing structures, utilities, latent materials, excess dirt resulting from construction of the project or any items discovered during construction that can or will become in conflict with the proposed project. Any unknown or unforeseen issues that may be discovered during construction may result in a change order. It is the owner and engineer's best interest to have provided 4M Trenching Inc. as much information regarding the project as possible prior to the bid date.

Signed Manuel Rami



4MTRE-1

OP ID: LP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2017

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		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 4M Trenching, LLC 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	08/08/2017	08/08/2018	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	08/08/2017	08/08/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			C2095322454	08/08/2017	08/08/2018	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 ☒ N/A			WC5090789242	02/01/2017	02/01/2018	☒ 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	08/08/2017	08/08/2018	Install 75,000

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

RE: Public & Private Storm Sewer line to serve Crystal Springs

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**KNOW ALL MEN BY THESE PRESENTS:**

That we, 4M Trenching, LLC, 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 Four Hundred Thirty Thousand Three Hundred Five and 84/100, (\$ 430,305.84), such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 13th day of September, 20 17. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: Public Sanitary Sewer Line to serve Crystal Springs, Clear Springs Road & S.W. 59th Street, 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:

Manuel Rami

Witness:

Debbie Raper

Debbie Raper

4M Trenching, LLC

Principal

By: Mitchell

Fidelity and Deposit Company of Maryland

Surety

By: Shelli R. Samsel

Attorney-in-Fact Shelli R. Samsel

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 **GERALD F. HALEY, 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, 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.

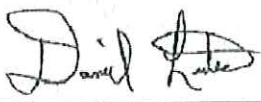
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

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 31st day of March, A.D. 2017.

ATTEST:

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



By: 
Assistant Secretary
Daniel Lutes


Vice President
Gerald F. Haley

State of Maryland
County of Baltimore

On this 31st day of March, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and DANIEL LUTES, 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, deposeth 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, Notary Public
My Commission Expires: July 9, 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 13th day of September, 20 17.



Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

**SANITARY SEWER LINE CONTRACT BETWEEN OWNER/DEVELOPER
AND CONTRACTOR**

This agreement made and entered into this 6th day of September, 2017, by and between **29Sara, LLC**, hereinafter referred to as the "OWNER/DEVELOPER" and **4M Trenching, LLC**, hereinafter referred to as the "CONTRACTOR". WHEREAS, OWNER/DEVELOPER is developing the following real property situated in Canadian County, State of Oklahoma, to-wit:

**Public Sanitary Sewer Line to serve
Crystal Springs
Clear Springs Road & S.W. 59th Street
Part of the NE/4, Section 30, T11N, R5W, I.M.
Mustang, Canadian County, OK**

WHEREAS, CONTRACTOR is providing labor, equipment, materials, and incidentals necessary to perform the work defined in this contract, be it hereby agreed that:

1. OWNER/DEVELOPER contracted **Grubbs Consulting, LLC**, herein after referred to as the "PROJECT ENGINEER", to prepare plans and specifications covering **Public Sanitary Sewer Line Plan** on the above-mentioned development. Said plans and specifications are hereby made a part of this contract by reference to the same as if fully set forth herein and said plans and specifications have been approved by the OWNER/DEVELOPER.
2. CONTRACTOR herewith states that the above plans and specifications, covering the work to be performed, have been thoroughly examined and accepts the same. CONTRACTOR inspected the site on which construction will be performed, approved the same and agrees to perform said construction and work to completion.
3. CONTRACTOR, being an independent contractor, shall furnish all labor, materials, machinery, tools and all other items necessary to, or required to, perform in a professional manner the construction and completion of all work shown and described on the above referenced plans and specifications.
4. CONTRACTOR shall observe all laws of the State of Oklahoma and the City of Mustang, relating to the obstruction of roads, streets and alleys, and will maintain all signals, barriers and notices that may be necessary so as to adequately protect employees and all other persons; and the CONTRACTOR hereby expressly binds itself to indemnify and save harmless OWNER/DEVELOPER from all claims, suits and actions of every kind and description brought against OWNER/DEVELOPER on account of any injunction or damages received, sustained, or claimed by any party or parties, or to any property, resulting from the acts or omissions of CONTRACTOR, or its subcontractor(s), employees, servants, agent or invitees of either in doing the work herein contracted for.
5. CONTRACTOR shall provide Certificates of Insurance to OWNER/DEVELOPER showing Worker's Compensation Insurance coverage as required by applicable Federal, State and other laws, including employer's

liability covering its and its subcontractor's employees, of not less than \$100,000.00. CONTRACTOR shall also provide the OWNER/DEVELOPER certificates of insurance for CONTRACTOR's Comprehensive General Liability coverage, including Blanket Contractual Liability, Completed Operations Products Liability and XCU coverage and all other coverage available under the Extended Business Liability Endorsement. Said liability coverage shall not be less than \$1,000,000.00 combined single limit coverage. Further, CONTRACTOR shall provide certificate of insurance to OWNER/DEVELOPER showing Comprehensive Automotive Liability coverage, including non-ownership and hired car coverage, as well as owned vehicles, with a combined single limit coverage of not less than \$1,000,000.00. Certificates shall indicate that the General Liability Policy provides coverage for the above mentioned indemnity agreement in Clause 4.

6. CONTRACTOR shall secure at his own expense any maintenance bonds necessary for successful performance of work provided in the above-mentioned plans and specifications. CONTRACTOR shall be responsible for notifying the proper public authorities for any inspection of work necessary under the City of Mustang ordinances, statutes or state laws. Such fees charged for any necessary inspections shall be the expense of and paid for by the OWNER/DEVELOPER. All Federal, State, City and other taxes or levies shall be paid by CONTRACTOR and be included as part of the contract price or prices. CONTRACTOR shall indemnify the OWNER/DEVELOPER, and the PROJECT ENGINEER from any losses or expenses incurred by CONTRACTOR's failure to comply with the above-mentioned ordinances or statutes. All testing required by OWNER/DEVELOPER shall be at the expense of and paid for by OWNER/DEVELOPER.
7. The Contractor agrees to replace and/or repair any defective workmanship or materials, which occur within two (2) year(s) from date of acceptance at Contractor's expense. The first two years at 110%.
8. Prior to any payment CONTRACTOR shall provide OWNER/DEVELOPER with lien waivers from labor and material suppliers, provide a labor and material Payment Bond, or provide Contractor's Certification, acceptable to OWNER/DEVELOPER, Certifying that all labor and materials pertaining to this contract have been paid in full.
9. The total contract price shall be **\$391,187.12 (three hundred ninety one thousand one hundred eighty seven dollars & twelve cents)**. The basis of payment shall be as set forth as a unit price contract. A detailed breakdown of each cost is shown on the attached Exhibit 'A'.

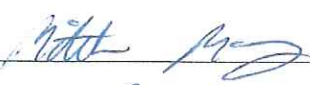
The above prices shall be applicable without modification so long as OWNER/DEVELOPER shall retain the premises in the same general manner as at date of this Contract. A retainage of 5% of the work completed shall be held until ten (10) after the work has been accepted by the OWNER/DEVELOPER. CONTRACTOR's request for either monthly or final payment shall be received in OWNER/DEVELOPER's office on or before the fifteenth (15th) day of each month, with payment being made by the OWNER/DEVELOPER by the last day of that month. There will be monthly progressive payments, subject to approval

of the PROJECT ENGINEER, to CONTRACTOR based on unit prices and a percentage of work completed.

10. Work is to start immediately following the issuance of a work order from OWNER/DEVELOPER, and CONTRACTOR shall complete the construction/installation herein provided within **Forty (40)** working days.
11. CONTRACTOR agrees to accept full responsibility for any citations issued as a result of the CONTRACTOR's failure to comply with all requirements of the Williams-Steiger Occupational Safety and Health Act of 1970, as amended. CONTRACTOR further agrees to remain in full compliance with requirements of the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, at all times.
12. In as much as this contract is made upon CONTRACTOR's qualifications and responsibility, and in as much as the payments to be made hereunder are intended to finance performance, CONTRACTOR agrees that it will not assign or otherwise transfer this Contract without first obtaining OWNER/DEVELOPER's written consent; and assignment in contravention hereof is void.
13. It is mutually agreed and understood that this contract shall be binding upon all parties hereto and their respective heirs, executors, or administrators.
14. OWNER/DEVELOPER shall not be responsible in any manner for the property of CONTRACTOR used to perform the work hereunder or for the property of its employees or subcontractors engaged therein.
15. The time of completion is of the essence of the contract. For each day work shall remain uncompleted after the time agreed upon in the proposal and the contract, or as automatically increased by additional work or materials ordered after the contract is signed, or the increased time granted by OWNER/DEVELOPER for the completion of said work, the sum per day of \$ 500.00 will be deducted from the monies due to CONTRACTOR, not as penalty but as liquidated damages. The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty but should be deemed, taken and treated as reasonable liquidated damages since it would be impracticable and difficult to assign value to the actual damages.
16. CONTRACTOR hereby agrees to adhere and maintain to the requirements of the approved Storm Water Pollution Prevention Plan (SWPPP), attached to and made a part of this contract by reference. Should any penalties assessed by the Governing City or the State of Oklahoma as a result of CONTRACTOR's negligence or non-compliance to the SWPPP, shall be the responsibility of CONTRACTOR.

IN WITNESS WHEREOF: The undersigned have executed this contract on the day and month and year above written;

ATTEST:  SIGNATURE: 
TITLE: MANAGER

ATTEST:  SIGNATURE: 
TITLE: Manager - President

PROPOSAL

EXHIBIT A



4M TRENCHING, LLC

5321 SW 11TH STREET
OKLAHOMA CITY, OK. 73128-2415

Contact: Manuel Ramirez
Phone: 405-942-4175
Fax: 405-942-4176

Quote To: 29Sara LLC
1819 E. Morgan Rd.
Oklahoma City, 73128
Phone: 405-265-0641
Fax: 405-265-0649

Job Name: Crystal Spring Sanitary Sewer
Date of Plans: 7/26/17
Revision Date: 9/5/2017

Public Sanitary Sewer

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
01	8" Sanitary Sewer (SDR 35) w/ Rock Bedding	6,760.00	LF	13.25	89,570.00
02	4" Sanitary Sewer Force Main (SDR 21)	723.00	LF	11.50	8,314.50
03	STD. 4' Manhole	27.00	EA	1,725.00	46,575.00
04	Extra Depth Manhole	57.20	VF	124.00	7,092.80
05	4" x 90 Bend	2.00	EA	242.00	484.00
06	4" x 45 Bend	2.00	EA	228.00	456.00
07	4" x 22.5 Bend	2.00	EA	228.00	456.00
08	Sewage Air Release Valve & Vault	2.00	EA	5,150.00	10,300.00
09	Lift Station	1.00	LS	144,500.00	144,500.00
10	8" x 4" Wye	117.00	EA	80.00	9,360.00
11	4" Riser Pipe	971.00	VF	5.00	4,855.00
12	Sand Bedding	73.00	CY	14.00	1,022.00
13	Crushed Rock Bedding	1,582.00	CY	0.01	15.82
14	Crushed Rock Backfill	203.00	CY	43.00	8,729.00
15	Trenching Depth (0'-6')	723.00	LF	6.00	4,338.00
16	Trenching Depth (6'-8')	4,370.00	LF	6.00	26,220.00
17	Trenching Depth (8'-10')	1,546.00	LF	8.00	12,368.00
18	Trenching Depth (10'-12')	437.00	LF	9.00	3,933.00
19	Trenching Depth (12'-14')	407.00	LF	11.00	4,477.00
20	Solid Slab Sodding for Disturbed Off-Site	806.00	SY	3.50	2,821.00
21	Manhole Testing	1.00	LS	871.00	871.00
22	Leakage Test	1.00	LS	500.00	500.00
23	Deflection Test	1.00	LS	200.00	200.00
24	14" Steel Encasement	46.00	LF	60.00	2,760.00
25	Remove & Replace Conc. Trickle Channel	12.00	SY	45.00	540.00
26	Remove & Replace Gravel Paving	13.00	SY	33.00	429.00
GRAND TOTAL					\$391,187.12

NOTES:

Thank you for the opportunity to bid the project.

NOTE: ALL CLEARING & GRUBBING OF EASEMENTS FOR THE PROPOSED UTILITY IS TO BE DONE BY OTHERS PRIOR TO OUR CONSTRUCTION.

NOTE 2: DUE TO THE RECENT HURRICANE AND THE VOLITILITY OF PVC PIPE WE WE MUST CONFIRM THE PIPE ORDER WITHIN 5 DAYS OF THE DATE ON THIS PROPOSAL TO HOLD THE PRICE BID.

NOTE 3: The owner will provide electric and natural gas service to the sewer lift station. We will make all final connections and inspections.

This proposal will be included in the contract as a contract exhibit if 4M Trenching Inc. is awarded the project.

NOTE: Retainage withheld is not to exceed 5% of total amount of billings and the project will not be released to the municipality until the contract is paid to 95% including any change order or ammendments. RETAINAGE IS DUE WITHIN 10 DAYS OF ACCEPTANCE BY THE MUNICIPALITY.

CHANGE ORDERS OR EXTRAS: No extra work or change order work will be performed or material furnished until a change order has been agreed upon and signed by all parties named in the contract.

EXCLUSIONS:

Permit, Impact, meter or Inspection fees
Erosion Control
Sod
Landscaping
Soil Testing fees
Surveying/Construction staking
Relocating or replacing existing utilities
Clearing & Grubbing(Unless there is a specific bid item)

BID TERMS AND CONDITIONS

This bid is valid only upon execution of a mutually agreeable contract and schedule.

The bid quantities and items used to develop the bid have been provided by the engineer and approved by the owner using the plan quantities and/or quantities provided within specification book or bid form. Due to the volatility of material prices this bid is valid for SEVEN DAYS from the bid date. This bid overrides any verbal and or written preliminary estimates that may have been discussed prior to being issued final plans for the bid. The unit prices bid per item and the final quantities of each item used to complete the project will be used to determine the final total contract price plus any change orders issued for the project. Unit prices for bid items will vary from any other previous projects due to material prices, overhead and project conditions. Any fees for permits, inspections, material testing, compaction testing, surveying and engineering unless specified in the bid documents and listed as a bid/pay item will be the responsibility of the owner and any additional work or expenses incurred by the contractor may result in additional payment due to the contractor. Erosion control, sod or ground cover installation and maintenance of each will be the owners responsibility and/or person or company designated by the owner or engineer to perform the items unless there is specified bid item and quantity for each and a unit price can be established only then will it become the responsibility of 4M Trenching Inc.. The owner will be responsible for removing or relocating any existing structures, utilities, latent materials, excess dirt resulting from construction of the project or any items discovered during construction that can or will become in conflict with the proposed project. Any unknown or unforeseen issues that may be discovered during construction may result in a change order. It is the owner and engineer's best interest to have provided 4M Trenching Inc. as much information regarding the project as possible prior to the bid date.

Signed Mitch Manning



4MTRE-1

OP ID: TH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/13/2017

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, LLC 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	08/08/2017	08/08/2018	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	08/08/2017	08/08/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			C2095322454	08/08/2017	08/08/2018	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	02/01/2017	02/01/2018	☒ 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	08/08/2017	08/08/2018	Install 75,000

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

Re: Sanitary sewer line to Crystal Springs

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

WATER AND SEWER MAINTENANCE BOND**KNOW ALL MEN BY THESE PRESENTS:**

That we, 4M Trenching, LLC, 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 Three Hundred Forty Two Thousand Six Hundred Seventy Three and 06/100, (\$ 342,673.06), such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 13th day of September, 2017. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: Public Waterline to serve Crystal Springs, Clear Springs Road & S.W. 59th Street, 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:

Manuel Rami

Witness:

Debbie Raper
Debbie Raper

4M Trenching, LLC

Principal

By: [Signature]

Fidelity and Deposit Company of Maryland

Surety

By: Shelli R. Samsel

Attorney-in-Fact Shelli R. Samsel

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 **GERALD F. HALEY, 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, 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 31st day of March, A.D. 2017.

ATTEST:

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



By: _____

Daniel Lutes

*Assistant Secretary
Daniel Lutes*

Gerald F. Haley

*Vice President
Gerald F. Haley*

**State of Maryland
County of Baltimore**

On this 31st day of March, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and DANIEL LUTES, 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.

Constance A. Dunn

*Constance A. Dunn, Notary Public
My Commission Expires: July 9, 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 13th day of September, 20 17



Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

**WATERLINE CONTRACT BETWEEN OWNER/DEVELOPER AND
CONTRACTOR**

This agreement made and entered into this 6th day of September, 2017, by and between 29Sara, LLC, hereinafter referred to as the "OWNER/DEVELOPER" and 4M Trenching, LLC, hereinafter referred to as the "CONTRACTOR". WHEREAS, OWNER/DEVELOPER is developing the following real property situated in Canadian County, State of Oklahoma, to-wit:

**Public Waterline to serve
Crystal Springs
Clear Springs Road & S.W. 59th Street
Part of the NE/4, Section 30, T11N, R5W, L.M.
Mustang, Canadian County, OK**

WHEREAS, CONTRACTOR is providing labor, equipment, materials, and incidentals necessary to perform the work defined in this contract, be it hereby agreed that:

1. OWNER/DEVELOPER contracted **Grubbs Consulting, LLC**, herein after referred to as the "PROJECT ENGINEER", to prepare plans and specifications covering **Public Waterline Plan** on the above-mentioned development. Said plans and specifications are hereby made a part of this contract by reference to the same as if fully set forth herein and said plans and specifications have been approved by the OWNER/DEVELOPER.
2. CONTRACTOR herewith states that the above plans and specifications, covering the work to be performed, have been thoroughly examined and accepts the same. CONTRACTOR inspected the site on which construction will be performed, approved the same and agrees to perform said construction and work to completion.
3. CONTRACTOR, being an independent contractor, shall furnish all labor, materials, machinery, tools and all other items necessary to, or required to, perform in a professional manner the construction and completion of all work shown and described on the above referenced plans and specifications.
4. CONTRACTOR shall observe all laws of the State of Oklahoma and the City of Mustang, relating to the obstruction of roads, streets and alleys, and will maintain all signals, barriers and notices that may be necessary so as to adequately protect employees and all other persons; and the CONTRACTOR hereby expressly binds itself to indemnify and save harmless OWNER/DEVELOPER from all claims, suits and actions of every kind and description brought against OWNER/DEVELOPER on account of any injunction or damages received, sustained, or claimed by any party or parties, or to any property, resulting from the acts or omissions of CONTRACTOR, or its subcontractor(s), employees, servants, agent or invitees of either in doing the work herein contracted for.
5. CONTRACTOR shall provide Certificates of Insurance to OWNER/DEVELOPER showing Worker's Compensation Insurance coverage as required by applicable Federal, State and other laws, including employer's

liability covering its and its subcontractor's employees, of not less than \$100,000.00. CONTRACTOR shall also provide the OWNER/DEVELOPER certificates of insurance for CONTRACTOR's Comprehensive General Liability coverage, including Blanket Contractual Liability, Completed Operations Products Liability and XCU coverage and all other coverage available under the Extended Business Liability Endorsement. Said liability coverage shall not be less than \$1,000,000.00 combined single limit coverage. Further, CONTRACTOR shall provide certificate of insurance to OWNER/DEVELOPER showing Comprehensive Automotive Liability coverage, including non-ownership and hired car coverage, as well as owned vehicles, with a combined single limit coverage of not less than \$1,000,000.00. Certificates shall indicate that the General Liability Policy provides coverage for the above mentioned indemnity agreement in Clause 4.

6. CONTRACTOR shall secure at his own expense any maintenance bonds necessary for successful performance of work provided in the above-mentioned plans and specifications. CONTRACTOR shall be responsible for notifying the proper public authorities for any inspection of work necessary under the City of Mustang ordinances, statutes or state laws. Such fees charged for any necessary inspections shall be the expense of and paid for by the OWNER/DEVELOPER. All Federal, State, City and other taxes or levies shall be paid by CONTRACTOR and be included as part of the contract price or prices. CONTRACTOR shall indemnify the OWNER/DEVELOPER, and the PROJECT ENGINEER from any losses or expenses incurred by CONTRACTOR's failure to comply with the above-mentioned ordinances or statutes. All testing required by OWNER/DEVELOPER shall be at the expense of and paid for by OWNER/DEVELOPER.
7. The Contractor agrees to replace and/or repair any defective workmanship or materials, which occur within two (2) year(s) from date of acceptance at Contractor's expense. The first two years at 110%.
8. Prior to any payment CONTRACTOR shall provide OWNER/DEVELOPER with lien waivers from labor and material suppliers, provide a labor and material Payment Bond, or provide Contractor's Certification, acceptable to OWNER/DEVELOPER, Certifying that all labor and materials pertaining to this contract have been paid in full.
9. The total contract price shall be **\$311,520.96 (three hundred eleven thousand five hundred twenty dollars & ninety six cents)**. The basis of payment shall be as set forth as a unit price contract. A detailed breakdown of each cost is shown on the attached Exhibit 'A'.

The above prices shall be applicable without modification so long as OWNER/DEVELOPER shall retain the premises in the same general manner as at date of this Contract. A retainage of 5% of the work completed shall be held until ten (10) after the work has been accepted by the OWNER/DEVELOPER. CONTRACTOR's request for either monthly or final payment shall be received in OWNER/DEVELOPER's office on or before the fifteenth (15th) day of each month, with payment being made by the OWNER/DEVELOPER by the last day of that month. There will be monthly progressive payments, subject to approval

of the PROJECT ENGINEER, to CONTRACTOR based on unit prices and a percentage of work completed.

10. Work is to start immediately following the issuance of a work order from OWNER/DEVELOPER, and CONTRACTOR shall complete the construction/installation herein provided within Thirty (30) working days.
11. CONTRACTOR agrees to accept full responsibility for any citations issued as a result of the CONTRACTOR's failure to comply with all requirements of the Williams-Steiger Occupational Safety and Health Act of 1970, as amended. CONTRACTOR further agrees to remain in full compliance with requirements of the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, at all times.
12. In as much as this contract is made upon CONTRACTOR's qualifications and responsibility, and in as much as the payments to be made hereunder are intended to finance performance, CONTRACTOR agrees that it will not assign or otherwise transfer this Contract without first obtaining OWNER/DEVELOPER's written consent; and assignment in contravention hereof is void.
13. It is mutually agreed and understood that this contract shall be binding upon all parties hereto and their respective heirs, executors, or administrators.
14. OWNER/DEVELOPER shall not be responsible in any manner for the property of CONTRACTOR used to perform the work hereunder or for the property of its employees or subcontractors engaged therein.
15. The time of completion is of the essence of the contract. For each day work shall remain uncompleted after the time agreed upon in the proposal and the contract, or as automatically increased by additional work or materials ordered after the contract is signed, or the increased time granted by OWNER/DEVELOPER for the completion of said work, the sum per day of \$ 500.00 will be deducted from the monies due to CONTRACTOR, not as penalty but as liquidated damages. The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty but should be deemed, taken and treated as reasonable liquidated damages since it would be impracticable and difficult to assign value to the actual damages.
16. CONTRACTOR hereby agrees to adhere and maintain to the requirements of the approved Storm Water Pollution Prevention Plan (SWPPP), attached to and made a part of this contract by reference. Should any penalties assessed by the Governing City or the State of Oklahoma as a result of CONTRACTOR's negligence or non-compliance to the SWPPP, shall be the responsibility of CONTRACTOR.

IN WITNESS WHEREOF: The undersigned have executed this contract on the day and month and year above written;

ATTEST: [Signature] SIGNATURE: [Signature]
TITLE: MANAGER

ATTEST: [Signature] SIGNATURE: [Signature]
TITLE: Manager - President

PROPOSAL

EXHIBIT A



4M TRENCHING, LLC

5321 SW 11TH STREET
OKLAHOMA CITY, OK. 73128-2415

Contact: Manuel Ramirez
Phone: 405-942-4175
Fax: 405-942-4176

Quote To: 29Sara, LLC

Job Name: Crystal Springs- Water
Date of Plans: 7/26/17
Revision Date:

Phone:
Fax:

Public Water Lines

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
01	6" Water Line (C-900 PVC)	3,665.00	LF	11.00	40,315.00
02	12" Water Line (C-900 PVC)	3,218.00	LF	26.00	83,668.00
03	12" x 12" Tapping Sleeve (MJ)	1.00	EA	9,510.00	9,510.00
04	12" Tapping Valve & Box	1.00	EA	5,200.00	5,200.00
05	12" x 12" Tee	5.00	EA	581.00	2,905.00
06	12" Gate Valve & Box	11.00	EA	2,350.00	25,850.00
07	12" Plug	3.00	EA	191.00	573.00
08	12" x 90 Bend	1.00	EA	406.00	406.00
09	12" x 45 Bend	12.00	EA	595.00	7,140.00
10	12" x 6" Cross	1.00	EA	629.00	629.00
11	12" x 6" Tee	6.00	EA	417.00	2,502.00
12	12" x 6" Reducer	3.00	EA	279.00	837.00
13	6" x 6" Tee	7.00	EA	150.00	1,050.00
14	6" Gate Valve & Box	18.00	EA	787.00	14,166.00
15	6" x 45 Bend	14.00	EA	251.00	3,514.00
16	6" x 22.5 Bend	40.00	EA	100.00	4,000.00
17	6" x 11.25 Bend	2.00	EA	99.50	199.00
18	6" Plug	2.00	EA	179.00	358.00
19	2" Blow-Off	5.00	EA	1,350.00	6,750.00
20	Fire Hydrant	12.00	EA	2,460.00	29,520.00
21	12" Riser (If Req'd)	12.00	EA	277.00	3,324.00
22	Bore	41.00	LF	224.00	9,184.00
23	18" Steel Encasement	41.00	LF	47.00	1,927.00
24	Single Long Service (1")	47.00	EA	619.00	29,093.00
25	Single Short Service (1")	70.00	EA	331.00	23,170.00
26	Sand Backfill	394.00	CY	14.00	5,516.00
27	Sand Embedment	1,496.00	CY	0.01	14.96
28	Testing & Disinfection	1.00	LS	200.00	200.00
GRAND TOTAL					\$311,520.96

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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NOTES:

Thank you for the opportunity to bid the project.

NOTE: ALL CLEARING AND GRUBBING OF EASEMENTS FOR THE PROPOSED UTILITY IS TO BE DONE BY OTHERS PRIOR TO OUR CONSTRUCTION

NOTE 2: DUE TO THE RECENT HURRICANE AND THE VOLITILITY OF PVC PIPE WE MUST CONFIRM THE PIPE ORDER WITHIN 5 DAYS OF THE DATE ON THE PROPOSAL TO HOLD THE PRICE BID.

This proposal will be included in the contract as a contract exhibit if 4M Trenching Inc. is awarded the project.

NOTE: Retainage withheld is not to exceed 5% of total amount of billings and the project will not be released to the municipality until the contract is paid to 95% including any change order or ammendments. RETAINAGE IS DUE WITHIN 10 DAYS OF ACCEPTANCE BY THE MUNICIPALITY.

CHANGE ORDERS OR EXTRAS: No extra work or change order work will be performed or material furnished until a change order has been agreed upon and signed by all parties named in the contract.

EXCLUSIONS:

Permit, Impact, meter or Inspection fees

Erosion Control

Sod

Landscaping

Soil Testing fees

Surveying/Construction staking

Relocating or replacing existing utilities

Clearing & Grubbing(Unless there is a specific bid item)

BID TERMS AND CONDITIONS

This bid is valid only upon execution of a mutually agreeable contract and schedule.

The bid quantities and items used to develop the bid have been provided by the engineer and approved by the owner using the plan quantities and/or quantities provided within specification book or bid form. Due to the volatility of material prices this bid is valid for SEVEN DAYS from the bid date. This bid overrides any verbal and or written preliminary estimates that may have been discussed prior to being issued final plans for the bid. The unit prices bid per item and the final quantities of each item used to complete the project will be used to determine the final total contract price plus any change orders issued for the project. Unit prices for bid items will vary from any other previous projects due to material prices, overhead and project conditions. Any fees for permits, inspections, material testing, compaction testing, surveying and engineering unless specified in the bid documents and listed as a bid/pay item will be the responsibility of the owner and any additional work or expenses incurred by the contractor may result in additional payment due to the contractor. Erosion control, sod or ground cover installation and maintenance of each will be the owners responsibility and/or person or company designated by the owner or engineer to perform the items unless there is specified bid item and quantity for each and a unit price can be established only then will it become the responsibility of 4M Trenching Inc.. The owner will be responsible for removing or relocating any existing structures, utilities, latent materials, excess dirt resulting from construction of the project or any items discovered during construction that can or will become in conflict with the proposed project. Any unknown or unforeseen issues that may be discovered during construction may result in a change order. It is the owner and engineer's best interest to have provided 4M Trenching Inc. as much information regarding the project as possible prior to the bid date.

Signed





CERTIFICATE OF LIABILITY INSURANCE

4MTRE-1

OP ID: TH

DATE (MM/DD/YYYY)

09/13/2017

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 4M Trenching, LLC 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 ☒ PROJECT ☐ LOC OTHER:			C2095322440	08/08/2017	08/08/2018	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	08/08/2017	08/08/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			C2095322454	08/08/2017	08/08/2018	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	02/01/2017	02/01/2018	☒ 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	08/08/2017	08/08/2018	Install 75,000

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

Re: Public waterline to Crystal Springs

CERTIFICATE HOLDER

CANCELLATION

City of Mustang 1501 N. Mustang Rd Mustang, OK 73064	CityMU1
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-4

2. MEETING DATE: March 6, 2018

3. TITLE: Approval of Resolution No. 18-035 and Right-of-Way, Public Utility and Encroachment Agreement between the City of Mustang and the Oklahoma Department of Transportation (ODOT) for Construction of State Highway 152: Add Shoulders and Resurface from US 81 in Union City to Cemetery Road in Mustang, Project Number J/2-7901(004), State Project Number J/P27901.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Justin Battles, Assistant City Manager

6. BACKGROUND: The Oklahoma Department of Transportation (ODOT) will be resurfacing State Highway 152 from Cemetery Road in Mustang to State Highway 81 in Union City. Additional shoulder space and turn lanes at section lines will be added making the highway a super two lane. Project is slated for 2020 with utility relocation and right-of-way acquisition beginning in fiscal year 2019. During construction Cemetery Road and Southwest 59th Street will be utilized to detour traffic.

7. FINANCIAL IMPACT: \$27,045.13

8. STAFF'S COMMENTS: Staff recommends approval of agreement and resolution which stipulates the conditions under which the Oklahoma Department of Transportation and the City of Mustang interact. Per the agreement the City of Mustang is responsible for underwriting 10% of this portion of the project with the financial impact amount listed above.

9. STAFF SOURCE: Justin Battles, Assistant City Manager



OKLAHOMA DEPARTMENT OF TRANSPORTATION

200 N.E. 21st Street
Oklahoma City, OK 73105-3204
www.odot.org

February 9, 2018

The Honorable Jay Adams, Mayor
City of Mustang
1501 N. Mustang Road
Mustang, Ok. 73064

RE: Right-of-Way, Public Utility and Encroachment Agreement
Project Number - J2-7901(004)
State Project Number - J/P 27901 (04)Construction, (05)R/W, (06)Utilities
Canadian County

Dear Mayor Adams:

At this time, the Department is asking the Mayor to execute the attached agreement which stipulates the conditions under which the Department and the City will interact. Four originals of the subject agreement along with the attached utility cost allocation are being provided for your information and processing for this project. The project consists of SH-152 ADD SHOULDERS & RESURFACE FROM US 81 IN UNION CITY E. 9.0 MI. TO CEMETERY RD. IN MUSTANG. Please have the city clerk place his/her seal on all four of these documents and return them to our office: **Oklahoma Department of Transportation, R/W Division, Room 3-B4, 200 N.E. 21st Street, Oklahoma City, OK 73105-3204.** A pre-addressed and stamped envelope has been provided for your convenience.

I have also included a card for Mr. Simon Winlock, Utility Branch Manager. Mr. Winlock can answer any questions you may have about the utility cost estimate or underwriter obligation.

If you have any questions please contact me in writing at the above address, by telephone at (405) 522-1452, or via E-mail at bbrown@odot.org.

Sincerely,

Right-of-Way & Utilities Division
Project Management Branch

Attachments

ec: Division Engineer, Division 4
Assistant Chief
Utilities Branch Manager
Project Management Division
Records Center
Project File

**RIGHT-OF-WAY, PUBLIC UTILITY
AND ENCROACHMENT AGREEMENT**

This Agreement, entered into between the City of Mustang, Canadian County, Oklahoma, hereinafter the City and the Department of Transportation of the State of Oklahoma, hereinafter the Department, in connection with the location and improvement of a portion of the State Highway System within the corporate limits of the City, now designated as SH-152 under plans and specifications for Federal / State Aid Project No. J2-7901(004), State Job No. 27901 (04) Construction, (05) R/W, (06) Utilities.

WITNESSETH

WHEREAS, it is mutually agreed between the parties that certain improvements should be made to the highway now as follows:

That the Department proposes construction of SH 152: ADD SHOULDERS & RESURFACE FROM US 81 IN UNION CITY E. 9.0 MI. TO CEMETERY RD. IN MUSTANG.

WHEREAS, legislative authorization and the rules, regulations, and policies of the Department provide the basis of cooperation between the parties to effect such highway improvements.

NOW, THEREFORE, the parties hereto agree as follows:

The City agrees:

1. To the location of said highway, acknowledges receipt of and adopts the plans for said project as the official widen & resurface plans of the City for its streets, boulevards, or arterial highway included therein.
2. That prior to the advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:
 - (a) Grant to the Department and its contractors, the right-of-entry to and the use of all existing streets, alleys, and other City owned property when required, and other rights-of-way shown on said plans. Further, City shall not permit the vacation of any such street, alley or other rights-of-way within the limits of the project without the prior written approval of Chief, Right-of-Way & Utilities Division, Department of Transportation, State of Oklahoma.

- (b) Remove at its own expense, or cause the removal of, all encroachments on the existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations. Said removal shall be accomplished immediately on execution of this agreement and shall include necessary legal action where required.
- (c) Prohibit parking on that portion of the project within the corporate limits of the City.
- (d) Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulations for Oklahoma Highways" Rev. 5/96, in compliance with current Oklahoma Highway Commission Policy, 69 O.S. 2011 § 1210.
- (e) Maintain all right-of-way acquired for the construction of this project as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.

3. That City will:

- (a) Determine and locate, with the Department's approval, a detour route over existing City streets, if a re-routing of traffic or a detour is necessary during the period of construction.
- (b) Be responsible, during or subsequent to construction, for all costs, for the operation and any maintenance necessary to the approved detour route over existing City streets, or any other street as a result of additional traffic.
- (c) Be responsible for all costs for repairs or maintenance to any City street, during or subsequent to construction, which results from additional traffic where construction is performed under traffic.

- (d) To the extent permitted by the ***Oklahoma Governmental Tort Claims Act***, Title 51 Oklahoma Statutes, 2011, § 151 *et seq.* and by Oklahoma Constitution Article 10, § 15, § 26 and as otherwise permitted by law, the City shall indemnify and save harmless the Department, its officers and employees, and shall protect and defend at its own expense all claims, demands, or suits whether in law or equity brought against the City or the Department arising from the City 's execution, performance, or failure to perform, a provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the City Street System within the corporate limits of the City. Provided, nothing herein shall require the City to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the Oklahoma Governmental Tort Claims Act, 51 O.S. 2011, § 151 *et seq.*, all such limitations, exemptions, and defenses shall be available to and maybe asserted by City. No liability shall attach to the Department except as expressly provided herein. Said indemnifications shall include all causes of action arising from contract, tort, negligence, condemnation or inverse condemnation.
- (e) Comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the City agrees and stipulates as stated in the ODEQ-s *General Permit OKR10*, dated September 13, 2002, or latest revision to secure a storm water permit with the ODEQ, for utility relocations, when required. It is agreed that the storm water management plan for the project previously described in the document includes the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

4. That subsequent to the construction of said project, City will:

- (a) Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department, including all necessary legal action when required.

- (b) Erect, maintain, and operate traffic control signals, including speed limit and traffic control signs, only in accordance with 47 O.S. 2011, § 15-104, 15-105 and 15-106, and subject to the approval, direction and control of the Department.
- (c) Regulate and control traffic on said project, including, but not limited to, the speed of vehicles, parking, stopping and turns, in accordance with 47 O.S. 2011, § 15-104, *et. seq.* and to make no changes in the provisions thereof without the approval of the Department.
- (d) Maintain all that part of said project within the corporate limits of the Underwriter between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. 2011, § 901 and all other applicable law.

The City shall also maintain any public road on Department owned right-of-way not connected to the highway nor allowing access to the highway. All maintenance shall be in accordance with 69 O.S. 2011, § 901 and all other applicable law.

5. If any existing, future or proposed local statute, ordinance, court order, rule policy, or other directive, including but not limited to, those that relate to right-of-way acquisition, encroachment removal, acquisition or relocation of outdoor advertising signs or structures or storm water drainage facilities, that are more restrictive than state or federal regulations, including all applicable Federal and State laws regarding the erecting, maintaining, and relocation of outdoor advertising signs or any other locally proposed changes, including, but not limited to, plats or re-plats, that results in any increased costs for right-of-way acquisitions, removal of encroachments, or the relocation, erecting, or maintaining of outdoor advertising signs or structures or storm water drainage facilities, City shall be solely responsible for all such related costs as the same are determined at the sole discretion of the Department, when such increased costs, including but not limited to relocation, acquisition, or litigation costs, are associated with any existing, future or proposed local statute, ordinance, court order, rule, policy, or other directive or change.
6. That all covenants of this Agreement shall apply to any area hereinafter annexed to the City which lies within the limits of this project.
7. That City will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.

8. That the participation in the necessary adjustments of utilities between the undersigned parties shall be as follows:

- (a) The Department shall coordinate all the necessary utility adjustments with the owner(s) having utility facilities within the project limits.
- (b) The City and the Department shall equally share, and each shall be financially responsible for one-half, the total cost of adjustments of any and all utility facilities presently located on and in privately owned right-of-way necessary to accommodate the construction of said project, whether such utilities are publicly or privately owned, including all pipelines, water lines, telephone lines, fiber optic cables, power lines, sewer lines, fire hydrants, light poles, and other such service installations. In the event the Department secures federal financial participation in the cost of these utility adjustments, the City shall not participate in the cost of adjusting City-owned utility facilities on private right-of-way. The local share of such costs shall be borne solely by the Department.
- (c) Any and all monetary expenditures necessary to accomplish the adjustments of utility facilities presently located on and in public right-of-way shall be borne entirely by the owner(s) of the affected utilities except those public water and sanitary sewer systems specifically exempt in 69 O.S. 2011, § 1403(f). The City shall protect and indemnify the State from any expenses and liabilities resulting from these utility adjustments.

It is further agreed and understood between the parties that the City will pay to the Department the City's share of the actual utility adjustment costs of utility facilities relocated from private right-of-way promptly upon receipt of the Department's statement as the amounts become known.

9. The Department understands and acknowledges that the City is a municipal corporation and a charter City created and existing under the Constitution and Laws of the State of Oklahoma. The Department further acknowledges and understands that the obligations, duties and liabilities under this Agreement, including but not necessarily limited to all covenants to pay reimbursement or make payment from City funds, to provide City funds to acquire properties, to provide City funds to maintain and operate facilities, improvements, or rights of way, to annually provide City funds for maintenance, personnel and/or equipment, and/or to provide City funds for inspection are subject to annual appropriation of the City Council of the City and the availability of funds for such purpose.

IN CONSIDERATION of the grants and covenants by the City herein contained and the faithful performance thereof by the City, the Department agrees to construct

said project in accordance with said plans and specifications; provided that the right to make such changes in the plans and specifications as are necessary for the proper construction of said project is reserved to the Department.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the City on the _____ day of _____, 20____, and the State on the _____ day of _____, 20_____.

ATTEST: (SEAL)

CITY OF MUSTANG

CITY CLERK

MAYOR

REVIEWED AND APPROVED AS TO
FORM AND LEGALITY

STATE OF OKLAHOMA
DEPARTMENT OF
TRANSPORTATION

CHIEF, LEGAL DIVISION (ODOT)

DIRECTOR

RESOLUTION *18-035*

WHEREAS, it appearing reasonable and necessary for the City of Mustang, Canadian County, OKLAHOMA, to execute a Right-of-Way, Public Utility and Encroachment Agreement in connection with the construction of a public project known as Project No. J2-7901(004), Job No. 27901(04)Construction, (05)R/W, (06)Utilities, in accordance with the terms and tenor of 69 O.S. 2011 §§ 1205, 1206, 1401, and 1403.

NOW, THEREFORE, BE IT RESOLVED by the City of Mustang, Oklahoma, sitting in regular session that such contract be entered into and that a copy of same be hereto attached and made a part hereof by reference, all as provided by law.

ATTEST:

CITY CLERK

MAYOR

(SEAL)

UTILITY COST ESTIMATE
J/P 27901(04) CONSTRUCTION, J2-7901(004)
J/P 27901(06) UTILITIES, J2-7901(006)UT
CANADIAN COUNTY, SH-152
With Federal Funding

City of : Mustang **City of : Oklahoma City** **City of : Union City**
Population: 17,395 **Population: 679,399** **Population: 1,645**

Utility Owner	Total Estimated		Facilities on		Facilities on		FHWA Costs		State Costs		State Costs		City of Mustang		City of Oklahoma		City of Union City	
	Costs	Public R/W	Private R/W	FHWA Costs (80%)	State Costs (20%)	State Costs (10%)	City of Mustang	City of Oklahoma	City of Union City	City of Mustang	City of Oklahoma	City of Union City	City of Mustang	City of Oklahoma	City of Union City	City of Mustang	City of Oklahoma	City of Union City
City of Union City (Sewer)	\$ 31,094.00	\$ 17,768.00	\$ 13,326.00	\$ 24,875.20	\$ 6,218.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Union City (Water)	\$ 23,161.50	\$ 7,812.00	\$ 15,349.50	\$ 18,529.20	\$ 4,632.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Canadian County (Water Authority)	\$ 544,186.00	\$ 39,467.64	\$ 504,718.36	\$ 435,348.80	\$ 108,837.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Mustang (Water)	\$ 250,250.00	\$ 82,000.00	\$ 168,250.00	\$ 138,600.00	\$ 50,650.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Mustang (Sewer)	\$ 9,439.50	\$ -	\$ 9,439.50	\$ 7,551.60	\$ 1,887.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OG&E	\$ 68,760.00	\$ 146,340.00	\$ 477,440.00	\$ 381,952.00	\$ -	\$ 47,744.00	\$ 11,784.00	\$ 18,804.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Caddo Electric	\$ 546,200.00	\$ 30,675.00	\$ 222,234.00	\$ 177,787.20	\$ -	\$ 22,223.40	\$ 8,755.40	\$ 2,448.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TDS Telecom	\$ 39,850.00	\$ 2,080.00	\$ 780.00	\$ 624.00	\$ -	\$ 78.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Intellect	\$ 630,138.00	\$ 630,138.00	\$ 33,412.00	\$ -	\$ 26,729.60	\$ -	\$ 805.00	\$ 2,508.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cox	\$ 217,454.00	\$ 184,042.00	\$ 184,042.00	\$ 26,812.80	\$ -	\$ 3,341.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
AT&T	\$ 55,831.00	\$ 22,315.00	\$ 33,516.00	\$ 123,896.00	\$ -	\$ 15,487.00	\$ 2,173.10	\$ 1,043.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONG	\$ 304,165.00	\$ 149,295.00	\$ 154,870.00	\$ 25,402.40	\$ 6,350.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DCP Midstream	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utility Specialist Contract	\$ 31,753.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Funds		FHWA Costs		State Costs		State Costs		City of Mustang		City of Oklahoma		City of Union City	
Requested	Under 10,000	(80%)	(20%)	(10%)	Other Facilities on Private R/W in City Limits	Other Facilities on Private R/W in City Limits	Other Facilities on Private R/W in City Limits	Obligation (10%)	Obligation (10%)	Obligation (10%)	Obligation (10%)	Obligation (10%)	Obligation (10%)
Subtotal	\$ 1,779,711.00	\$ 1,415,448.80	\$ 177,978.80	\$ 93,142.70	\$ 23,517.50	\$ 24,801.20	\$ 44,824.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingencies 15%	\$ 266,956.65	\$ 212,317.32	\$ 26,696.52	\$ 13,971.41	\$ 3,527.63	\$ 3,720.18	\$ 6,723.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total (Rounded)	\$ 2,046,668.00	\$ 1,627,766.12	\$ 204,675.32	\$ 107,114.11	\$ 27,045.13	\$ 28,521.38	\$ 51,547.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

This Utility Cost Estimate was prepared by ODOT Utility Branch staff to assist the underwriter(s) in establishing a ballpark estimate for their budgeting purposes only. The available plans used in this estimate may certainly not embrace all current utility facilities. A more accurate estimate may be available when all utility field meetings have been completed. The underwriter(s) are strongly encouraged to develop their own fee or staff estimates, if they believe this estimate, prepared by ODOT personnel, to be inaccurate or insufficient for their use.

Oklahoma Statute - Title 69 O.S. 2011 § 1205 - Acquisition Policy

The policy which the Commission shall follow in the acquisition of all rights-of-way shall be as follows:

(a) For construction on the Interstate Highway System within the limits of municipalities having a population of five thousand (5,000) or more, federal aid funds, if available, may be used for the acquisition of rights-of-way, and shall, if available, be used to pay the cost of the removing or relocating of utility facilities located in either privately owned or public rights-of-way, and in such event the municipality in which such construction is to be performed shall furnish funds to the state necessary to match the federal funds.

(b) For construction on the Interstate Highway System in all locations other than within the limits of municipalities having a population of five thousand (5,000) or over, and where control of access is required, the state shall furnish all rights-of-way and may use federal aid funds, if available, for such purpose, and when federal aid funds are available for such purpose, shall pay the cost of removing or relocating utility facilities located on either privately owned or public rights-of-way.

(c) For all construction projects within the limits of municipalities, other than projects on the Interstate Highway System, as described in the Federal Aid Highway Act of 1956, the municipality or county involved and the Department shall equally share the cost of all necessary rights-of-way, clear of all obstructions, including structures of any kind or nature and utility lines, poles, pipelines or other facilities above or below the surface of the ground. If federal aid funds are available for the project, the municipality or county and the Department shall equally share the local portion of the costs for acquiring and clearing the right-of-way, including the cost of removing and relocating utility facilities located on privately owned rights-of-way.

(d) In any municipality where the Commission has determined it to be necessary to construct a highway through or within the corporate limits, and further determines that the construction will not benefit the municipality involved, or that the construction will benefit state-owned property or institutions, the Commission may, in its discretion, pay for or participate in the cost of rights-of-way for such project.

(e) For all reconstruction or widening projects on existing improved roads of permanent-type surface in rural areas, the Department shall pay fifty percent (50%) of the cost of any additional rights-of-way required to meet right-of-way standard-width requirements, and the remaining fifty percent (50%) shall be furnished or paid for by local units of government; provided, however, that no right-of-way shall be acquired under the terms of this article, except by due process of law.

(f) On all projects wherein Federal aid funds may be used for right-of-way or construction, the Department may pay moving costs, dislocation allowances or relocation expenses and replacement housing expenses incidental to the transfer of property, as is provided by the Federal Highway Act of 1968.

(g) For new construction on unsurfaced roads where the construction follows a section line or an existing unimproved road, all rights-of-way shall be furnished by local units of government free of cost to the Department; provided, should the new or additional rights-of-way, either contiguous or adjacent to the section line or existing unimproved road, be acquired only on one side of the section line or road, then one-half of the cost shall be borne by the state.

(h) For all new construction diagonally across country or not following on a section line road or other existing unimproved road, the rights-of-way shall be paid for by the Department.

(i) In securing the necessary rights-of-way in rural areas, the state shall pay for all damages to buildings, improvements, fences and all other appurtenances thereto, or their moving and relocating.

(j) In any county where a proposed alignment for a highway project on the primary system shall not come within one-half (1/2) mile of the limits of any municipality within the county, or contribute to the highway transportation system or to the economy of the county, the Commission may in its discretion increase the amount of the state's participation in the cost of rights-of-way for such projects.

(k) The term "utility facility" as used herein means any publicly, privately, municipally or cooperatively owned facility or system which is used to provide water, power, light, gas, sewer, telegraph, telephone and communications, or like utility service, to the public in the State of Oklahoma, or some portion thereof.

Oklahoma Statute - Title 69 O.S. 2011 § 1401 - Use Of Highways, Right-of-Way And Easement By Public Utilities And Cable Television System - Consent, Terms And Conditions

A. Any public utility, or cable television system, not otherwise authorized to do so, lawfully operating or doing business in the State of Oklahoma shall have the right to use the public roads and highways of this state, including the right-of-way and all easements pertaining thereto, as provided for in this section.

B. The use of the public roads and highways by such public utility or cable television system shall be for the purpose of erecting poles and posts, attaching equipment, wires and fixtures thereto and laying pipes and conduits under the surface thereof. All poles, wires, fixtures, pipes and conduits shall be erected, placed, adjusted or laid and maintained only after obtaining the consent pursuant to rules promulgated by the Department of Transportation as to the state highway system, and the boards of county commissioners of the various counties as to roads and highways under their jurisdiction. Provided, however, in the event a utility or cable television system which has facilities located on private easements is included within the public right-of-way as a result of construction, reconstruction, improvement or other modification, it shall be granted prior rights, as defined below. Such utility or cable television system, which complies with the Underground Damage Prevention Act shall not be liable for damages to any other utility, which locates facilities within the area encompassed, to the extent practicable without interfering with or endangering the public in the use of its roads and highways, by the private easements of the public utility or cable television system included within the public right-of-way, as a result of the operation, maintenance or repair of such utility's or cable television system's facilities. The term "prior rights" as used in this section refers to a situation involving a utility company that was located on private easements which are later encompassed by the state's right-of-way. When a utility company is in private easements which are acquired or encompassed by the right-of-way of the Department, it is given a choice of relocating their conflicting facilities into a public right-of-way or acquiring a new private easement and relocating onto it. Either of said relocations shall be at the expense of the Department. Whenever a utility company relocates into a public right-of-way, the utility company shall have prior rights. If a subsequent relocation is required by the Department, the utility company shall be given a choice to relocate onto public easements or to relocate into a private right-of-way, and both will be at the expense of the Department. The utility shall have prior rights for any subsequent relocation requested by the Department. If a public utility or cable television system elects to relocate its facilities to a newly acquired private right-of-way, the utility shall forfeit all rights and claims in its easements to the extent such easements are now contained in the public right-of-way as a result of construction, reconstruction, improvement, or other modification. Nothing in this section shall be construed to grant the right to use the streets or other places of any municipality of this state without the consent of the municipality. Provided, further, that the boards of county commissioners may grant to any citizen the right to lay pipes and conduits under the surface of any road or highway under their jurisdiction, subject to such rules, regulations and conditions as shall be prescribed by the board of county commissioners. Nothing in this section shall be construed to limit any rights granted by other

provisions of law. All poles, wires, posts, conduits and equipment shall be erected, placed, adjusted, laid, constructed and maintained so as not to inconvenience or endanger the public in the use of its roads and highways and shall conform to all applicable provisions of the National Electrical Safety Code approved by the American National Standards Institute, in effect at the time of such erection, placement, adjustment, or construction.

Public utilities or cable television systems shall completely repair or replace any damage, injury or other change to public roads or highways or rights-of-way of this state or any county or municipality which would inconvenience or endanger the public which are caused by the erection, placement, adjustment, construction or maintenance of any public utility or cable television system poles, wires, posts, conduits or other equipment. Nothing in this act shall be interpreted to impair the right of recovery against any third party for such damage or injury.

C. The failure of any public utility or cable television system to construct or maintain its poles, wires, conduits, pipe lines and equipment upon or under such public highways in full compliance with the rules promulgated by the Department of Transportation or the board of county commissioners, including placement of its poles, wires, conduits, pipe lines and equipment, shall forfeit the right of the utility or cable television system to use the public highway or highways, and the utility or cable television system may thereupon be ousted from the use of the highway.

D. "Public utility" and "cable television systems" as used in this section and in Sections 1402 and 1403 of this title shall be defined as a person, corporation, association, limited liability company or partnership, company, or any other form of entity organized and existing or domesticated under the laws of this state, and whose users lie within the State of Oklahoma. Such terms as used in this section and Sections 1402 and 1403 of this title specifically shall not apply to persons, corporations, associations, limited liability companies or partnerships, companies, or any other form of entity which obtains status through the Corporation Commission as a public utility, but whose end users are not within the State of Oklahoma.

Oklahoma Statute - Title 69 O.S. 2011 § 1402 - Interference With Public Use By Public Utilities Forbidden

The rights granted pursuant to this act shall not be exercised as to interfere with the free and ordinary use of public highways or the exercise of the rights of other public utilities lawfully located on the highways. The Corporation Commission shall have authority to hear and determine all complaints and controversies involving any interference with public rights, or the right of other public service concerns in connection with the exercise of the rights and authority granted to public utilities, pursuant to this act and fix reasonable terms and conditions to be complied with by the respective parties. Proceedings on complaints pursuant to this act shall be upon notice and subject to the right of appeal as in other cases where notice and right of appeal is granted under the laws of this state and the Department of Transportation shall be given notice of any complaint filed or hearing set, and shall have the right to appear on all related issues.

Oklahoma Statute - Title 69 O.S. 2011 § 1403 - Public Utilities On State Highways - Location And Removal

A. The location and removal of all telephone, telegraph, electric light and power transmission lines, poles, wires and conduits, water, sewers and all pipelines erected, constructed or in place upon, across or under any state highway shall be under the control and supervision of the Department of Transportation; and the location and removal of any facility placed under rights granted hereunder on county highways shall be under the jurisdiction of the particular board of county commissioners involved insofar as same affects the public travel or interferes with the construction and maintenance of such highway.

B. Prior to conducting the design survey for a proposed improvement, construction, or reconstruction of a highway, the authority having jurisdiction over the highway shall notify any person, firm, or corporation overseeing the operating or maintaining of any facility within the proposed project boundaries. Upon receipt of notice or from a date specified in the notice, the person, firm, or corporation shall have ten (10) days to locate and mark the facilities.

C. Whenever the authority having jurisdiction over a particular highway plans an improvement or construction or reconstruction of the highway, and before the work is started, it shall serve a written notice upon the person, firm or corporation owning or maintaining any such facility, which notice shall contain a plan or chart indicating the places on the right-of-way where the facilities may be maintained. The notice shall state the time when the work of improving the highway is proposed to commence, and a reasonable time shall be allowed to the owner of the facility to remove and relocate its property. The effect of any change ordered by the public authority shall not be to exclude the facilities from the right-of-way of highways.

D. The removal and relocation of all the facilities located within the public right-of-way prior to the planned improvement, construction or reconstruction shall be made at the cost and expense of the owners, unless otherwise provided by law or order of the Department of Transportation, and in the event of the failure of such owners to remove the same at the time set out in the notice, they may be removed by the public authority and the cost of the removal collected from the owners, and the authority shall not be liable in any way to any person for the locating or relocating of the facilities at the places prescribed. Any corporation or association, or the officers or agents of such corporation or association, or any other person who shall erect or maintain any such lines, poles, wires, conduits, pipelines, equipment or other facilities within the right-of-way of such highways in a manner not in complete accordance with the orders of the respective public authority shall be deemed guilty of a misdemeanor.

E. The Department of Transportation may promulgate such rules as it may deem necessary for the planting of trees and shrubbery and parking along such state highways.

F. Rural water districts, nonprofit water corporations, and municipal public water systems in municipalities with a population of ten thousand (10,000) or less, according to the latest Federal Decennial Census, or their beneficial trusts shall be exempt from the payment of the costs and expenses for the removal and relocation of water and sewer pipelines and all such facilities constructed or in place in the public right-of-way when the removal and relocation of such facilities is necessary for the improvement, construction or reconstruction of any road or highway which is part of the state highway system or turnpike project as defined in subsection A of Section 501 and Section 1705 of this title. Any costs and expenses, including any unpaid on July 1, 1990, shall be paid by the public authority having jurisdiction over the particular road or highway.

Oklahoma Administrative Code - OAC - 730:20-1-2 - Acquisition and clearance of right-of-way

All rights-of-way shall be acquired in accordance with applicable statutes. On any project where federal funds are involved in any part thereof, to the extent allowed by state law, all federal laws, rules and regulations shall be fully complied with in acquiring, clearing, and disposing of right-of-way.

(1) In all instances where rights-of-way have been acquired for projects on the State Highway System by other subdivisions of the state or entities, said acquiring agency shall, prior to the advertising of the construction contract, either:

(A) Convey by deed or easement such right-of-way to the Department; or

(B) Subject to Department's prior approval, place in trust such deed or easements to be transferred to the Department at a later time. Under this subparagraph, the acquiring agency shall transmit copies of the easements or deeds, together with legal entry authorization to the Department prior to such contract advertising.

(2) All sales of surplus real property required by law to be sold by public auction shall be sold by sealed bid, unless required otherwise by law. The publication notice of all such sales shall provide that the Department reserves the right to reject any and all bids. Further, at the discretion of the Department, such sales may be made subject to a minimum bid, which shall be the greater of the fair market value appraisal or the determined pro-rata acquisition cost, plus the administrative processing fees as determined by the Department.

(3) All sales of improvements, purchased in connection with right-of-way acquisition, shall be made subject to the approval of the Department, and the publication notice of such sales shall contain the phrase, "the Department of Transportation reserves the right to reject any and all bids."

(4) All projects lying within the corporate limits of a city or town will necessitate the Department and the municipality entering into an agreement providing for the use of existing rights-of-way, traffic control, encroachment removal and utility relocations or removal. The municipality will be responsible for the prompt payment of their share of all utility costs upon receipt of the Department's statement as the amounts become known. In the event the municipality is unwilling or financially unable to execute said agreement, the Department may proceed without same while still relying upon the existing statutes to determine financial responsibilities.

(5) In instances where a county or city owes monies to the Department for unpaid right-of-way or utility relocation obligations, the award of new transportation projects in that city or county may not be made until satisfactory arrangements have been made for payment of the due obligation.

Oklahoma Statute - Title 69 O.S. 2011 § 1208 - Structures In Right-of-Way Or Street Prohibited - Public Nuisance

(a) The rights-of-way acquired by the Department shall be held inviolate for state highway and departmental purposes, and no physical or functional encroachments or uses shall be permitted within such rights-of-way.

(b) It shall be unlawful for any person to construct, maintain or operate any gasoline pump, driveway canopy, building, sign, fence, post, or any thing or structure on or overhanging any right-of-way, or upon or overhanging any street occupied by a designated state or federal highway, and the construction or maintaining of any such thing or structure on or overhanging any federal or state highway shall constitute a public nuisance, which may be summarily abated by the Commission or its officers, agents, servants and employees in the manner provided in this article.

(c) This section shall not apply to the lawful use of such rights-of-way for the erection and operation of facilities of a public utility.

Oklahoma Statute - Title 69 O.S. 2011 § 1209 - Removal Of Structures By Highway Commission

The Commission, its officers, agents, servants and employees shall have authority to physically remove any such sign, post, thing or structure, gasoline pump, driveway canopy, fence, signpost and building; and if the owner of any such driveway canopy, gasoline pump, or building, thing or structure fails to remove the same within a reasonable time after written demand for the removal thereof has been made upon him by registered mail or personal service, the Commission, its officers, agents, servants and employees may physically tear down and remove such building, canopy, or pump, and for such purpose may enter upon private property to the extent necessary to accomplish the removal. Neither the state nor the Commission or its agents, servants, officers and employees shall be liable for any damage caused or sustained by reason of the abatement and removal of any such nuisance.

Oklahoma Statute - Title 69 O.S. 2011 § 1210 - Culverts, Driveways, Mailboxes And Stock-Pass Fences Excepted - Approval By Commission

Sections 1208 through 1211 shall not prevent the construction or maintenance of any culvert or driveway as a means of ingress and egress to private property, or prevent the placing of mailboxes or fences to stock-passes on any highway right-of-way. The Commission may regulate the construction and maintenance of such culverts, driveways, fences to stock-passes, and mailboxes with due regard to the safety of the traveling public and proper maintenance of the highway. No culvert, driveway, fence to stock-pass, or mailbox shall be constructed or maintained on the right-of-way of any designated state or federal highway by any person without the approval of the Commission, and the Commission may remove without notice any such culvert, driveway, fence to stock-pass, or mailbox constructed or maintained without first obtaining such approval when in its judgment such culvert, driveway, fence to stock-pass, or mailbox is dangerous to the traveling public or interferes with proper drainage or maintenance of the highway.

Oklahoma Statute - Title 69 O.S. 2011 § 1211 - Violation A Misdemeanor - Punishment - Interference With Abatement

(a) Every person who shall construct, maintain, or operate any gasoline pump, driveway canopy, building, sign, fence, post, or any other thing or structure except such as may be specifically authorized by law upon the right-of-way of any designated state or federal highway, or upon any street designated as a part of any state or federal highway, shall be guilty of a misdemeanor and each day such violation continues shall be a separate offense.

(b) Every person who, by threats, physical violence, or in any manner, prevents, obstructs or hinders the abatement of any such nuisance by the Commission, its agents, servants or employees shall be guilty of a misdemeanor.

Oklahoma Administrative Code - OAC - 730:20-1-5. Control of Encroachments

The policy for the control of encroachments shall be as follows:

- (1) No encroachment of any nature will be permitted on the Interstate System.
- (2) No encroachments of any nature will be permitted on state highways in rural areas.
- (3) On state or federal highways passing through the corporate limits of cities and towns, awnings, on-premise signs, fire escapes, window air conditioning units, etc., will be permitted to overhang the public right-of-way, provided that determination is made that such use is in the public interest and will not interfere with the free flow of traffic and that such object does not constitute a hazard to pedestrians or to the traveling public. All overhang must be a minimum of two (2) feet back of the curb and supported from outside the right-of-way limits. The provisions of this subsection shall not apply to highways which are part of the National System of Interstate and Defense Highways, nor shall this subsection be interpreted in any manner which causes a conflict with the requirements of the United States Department of Transportation.
- (4) On all new construction being planned inside the corporate limits of cities and towns, it shall be the responsibility of the city or town involved to clear the rights-of-way in accordance with the Department policy. No project may be let for construction until the project is considered by the Department to be clear of all encroachments.
- (5) Where a maintenance or construction project has been completed on the state highway system within the corporate limits of a city or town, and where the city or town has failed to properly enforce the policy of the Department after completion of the project, no further construction or maintenance projects will be let in said city or town until all encroachments are removed or caused to be removed by the city or town.

Oklahoma Statute - Title 69 O.S. 2011 § 901- Construction, Improvement or Maintenance of Municipal Streets, Signs, Lights, etc.

The Commission shall pay the cost of or perform the act of constructing, improving or maintaining municipal streets where such streets are a continuation of the state or federal highway system and the cost of installation, repair and maintenance of signs and lane marking for municipal streets where such streets are a continuation of the state or federal highway system. The Commission shall not pay the cost

of mowing the right-of-way; drainage systems and facilities; or curbs, sidewalks or driveways of any such street. When a municipality performs construction or maintenance operations within the right-of-way which affects or involves the removal of the surface, grade or subgrade of the highway, the municipality shall, at the expense of the municipality, restore the surface, grade or subgrade of the highway in accordance with the standards and specifications set forth by the Department of Transportation. If the municipality fails to restore the surface, grade or subgrade of the highway in accordance with the standards and specifications set forth by the Department of Transportation, the Department of Transportation shall restore the highway and charge the municipality for all expenses associated therewith. The Commission may participate in or pay the cost of lighting and electronic traffic control devices for municipal streets where such streets are a continuation of the state or federal highway system.

Oklahoma Administrative Code - OAC - 730:35-1-11. Department Maintenance within Municipalities

(a) **Discretionary funding.** The Commission shall, except as provided by law, exercise sole discretion in the expenditure of State Transportation funds for work involving Department personnel, equipment or material on roads, streets or other locations in municipalities. Such cases may include but are not strictly limited to the following:

- (1) Maintenance, construction or other improvement of designated portions of the state highway system.
- (2) Right-of-way or other properties owned or under jurisdiction of the Department.
- (3) Maintenance, construction or other improvement of the principal access roads or streets providing connections from the designated state highway system to state institutions, as provided in 730:35-1-6.
- (4) Construction or improvement of industrial access, airport access, lake access, or state park roads, when such facilities are part of an approved industrial access, lake access, or state park road program.

(b) **Routine maintenance.** The following shall govern routine maintenance on the state highway system including frontage roads, local roads, public roads and interchange-collector-distributor roads thereto, within the corporate limits of cities and towns.

(1) The Department shall maintain, or pay the cost of maintaining, any municipal streets where such streets are a continuation of the State or Federal highway system as follows:

(A) The Department shall maintain the area of the roadway pavement and pavement structure between the gutter lines excluding curbs and sidewalks, and, if no curb exists, only that portion of the roadway pavement and pavement structure between the outer edge of the shoulder lines, excluding any underground utilities and appurtenances. The Department shall not perform maintenance on or pay the cost of accident or spill cleanup, sweeping, mowing the right-of-way, drainage systems, and facilities including inlets, curbs, sidewalks, driveways, electronic traffic control devices or highway system lights. In areas where cities or towns have annexed additional rural lands into the corporate limits, the Department may choose to continue turf management prior to the development of such lands.

(B) The Department shall maintain or pay for the cost of installation, repair and maintenance of signs and lane markings.

(C) The Department may participate in or pay the cost of lighting and electronic traffic control devices. The maintenance of such equipment shall be the responsibility of the cities and towns.

(D) The Department may maintain, or participate in the cost of constructing or improving any safety appurtenances.

(E) The cities and towns shall maintain that portion of the rights-of-way beyond the gutter or shoulder lines, including storm sewers and inlets as well as all other underground facilities.

(F) The cities and towns shall maintain any public roads as defined in 730:35-1-2 within their corporate limits.

(2) Maintenance of the designated Interstate Routes which are a part of the National Highway System, urban freeways with fully controlled access, together with all frontage roads, local roads, public roads and

interchange-collector-distributor roads thereto, within the limits of the cities and towns which are a part of the state highway system shall be as follows:

(A) The Department shall maintain the highway, interchange ramps, interchange-collector-distributor roads, and that portion of the frontage roads or local roads between the nearest edge of the first crossroad or street and the ramp from the mainline connecting to the frontage road or local road. This maintenance shall include all signs, pavement markings, and other traffic control devices, except for traffic signals and lighting.

(B) Cities and towns shall maintain only that area of the right-of-way occupied by a frontage road or local road between the control of access line and the right-of-way line, and that portion of frontage roads or local roads that is not considered a part of an interchange ramp.

(C) The Department shall maintain all interchange and cross-over bridge structures, exclusive of the surface and/or deck as provided in 730:35-1-5.

(D) The cities and towns shall maintain all streets connecting to the highway or Department maintained frontage road, including all signs, pavement markings and traffic control devices along the cross streets, except as noted in 730:35-1-11(b)(2)(A).

(E) Cities and towns shall maintain any Public Roads as defined in 730:35-1-2 within their corporate limits.

(c) **Maintenance agreements.** In all cases, the Department will obtain written maintenance agreements from the governing bodies of such cities and towns. These maintenance agreements shall incorporate the foregoing provisions and such other provisions to which the parties agree delineating maintenance responsibilities. Where written agreements concerning maintenance responsibilities within cities and towns have heretofore been obtained, they are hereby approved if reasonably conforming to the provisions of this section. The provisions of this subchapter are supplemental to such maintenance agreements and shall be used to carry into effect the overall policy of the Commission. Where maintenance agreements cannot be obtained, the provisions of this subchapter and State law shall govern in determining maintenance responsibilities.

(1) The Department will not participate in the improvement or maintenance of campus streets or parking areas at the various state college and university campuses.

(2) Any other uses of funds, personnel or equipment under the jurisdiction of the Commission in municipalities, except in instances of legislative mandate, shall be considered contrary to established policies of the Commission.

(3) The Department shall control, by means of a permit system, driveway entrances and exits on the state highway system, but may delegate this responsibility to a city or town. Before permanent authority is delegated, the city or town involved must enact an ordinance adopting the policy of the Commission on driveway regulations for Oklahoma highways.

(4) The Department shall control, by means of a permit system, the installation of landscaping within the rights-of-way on the state highway system. Modification of right-of-way on controlled access facilities is considered to be a landscape improvement and will be considered for approval in accordance with the Commission policy on fencing for controlled access highways.

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. 4-5
2. MEETING DATE: March 6, 2018
3. TITLE: OMAG Nominations
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Timothy Rooney, City Manager
6. BACKGROUND: The City of Mustang is a member of the Oklahoma Municipal Assurance Group (OMAG). OMAG was formed in 1977 by cities and towns needing life and health coverage for their employees. As the members needs have changed through the years, they have added liability, workers' compensation and property coverage to their available plans. The City of Mustang utilizes OMAG as its insurer for its general liability, auto liability, public official bond (City Manager, City Clerk, and City Treasurer), and physical property. OMAG is an organization owned and governed by the member cities and towns it serves.

Each year, OMAG conducts elections for positions on their Board of Trustees. The OMAG Board of Trustees consists of 7 members. This year, OMAG has noticed all member cities that there are two terms expiring on their Board of Trustees effective June 30, 2018.

Staff would like to nominate Mr. Justin Battles, Assistant City Manager, as a candidate to serve on that Board. Mr. Battles would be a natural selection to serve on this Board as he is familiar with many of the insurance difficulties municipalities and customers experience through the Tort Claim process as a result of his supervision of water and wastewater operations and project management.

In order to be a candidate, Mr. Battles has to be nominated by the City of Mustang and the attached paperwork needs to be submitted to OMAG no later than March 16, 2018. The election from all nominees submitted to OMAG by member cities by March 16, 2018 will occur in May.

7. FINANCIAL IMPACT: None
8. STAFF COMMENTS: None
9. STAFF SOURCE: Timothy Rooney, City Manager
10. RESOLUTION / ORDINANCE: None
11. ATTACHMENTS: 2018 OMAG Nomination Information and Ballot



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

TO: Clerk of Member Cities and Towns
of the Oklahoma Municipal Assurance Group (OMAG)

FROM: Jon Woods, OMAG Chief Executive Officer

DATE: February 9, 2018

SUBJECT: 2018 Notice of Trustees Election

Two (2) terms on the OMAG Board of Trustees expire June 30, 2018. A **Notice of Election** for these positions is on the back of this page.

An **Official Nomination Form** has been enclosed to use if your City or Town wishes to nominate a qualified elected or appointed official of any OMAG Member municipality for election to the Board of Trustees. (See colored paper)

PLEASE BE ADVISED THAT FAILURE TO PROPERLY SUBMIT YOUR NOMINATION WILL INVALIDATE THE NOMINATION!

Your nomination must be returned no later than March 16, 2018, to the Oklahoma Municipal Assurance Group, 3650 S. Boulevard, Edmond, OK 73013-5581 by one of the methods noted on the Notice of Election on the back of this page.

(OVER FOR NOTICE OF ELECTION)

cc: Board of Trustees

NOTICE OF ELECTION
FOR
BOARD OF TRUSTEES
OF THE
OKLAHOMA MUNICIPAL ASSURANCE GROUP

Notice is hereby given that two (2) positions on the Board of Trustees of the Oklahoma Municipal Assurance Group are to be filled by election to three-year terms commencing on July 1, 2018. The present office holders whose positions will expire are:

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

The remaining members on the Board of Trustees are:

Mr. Earl Burson, City Manager of the City of Harrah
Ms. Janice Cain, City Manager of the City of Altus
Mr. Mike Nunneley, Town Administrator of the Town of Mannford
Ms. Pam Polk, City Manager of the City of Collinsville

Each municipality that has adopted the *Agreement Establishing the Oklahoma Municipal Assurance Group* may nominate up to two candidates on the attached nomination forms. Nominations must be received by OMAG no later than March 16, 2018.

Each nominee must be an elected or appointed official of an OMAG-member municipality.

The election will be conducted by mail ballot in May. Only those candidates nominated by this process will appear on the election ballot.

PLEASE BE ADVISED THAT FAILURE TO PROPERLY SUBMIT YOUR NOMINATION WILL INVALIDATE THE NOMINATION! Your nomination must be:

- 1. Submitted on the attached form; and***
- 2. Signed by the Mayor; and***
- 3. Attested to by the City Clerk; and***
- 4. Returned to OMAG no later than March 16, 2018 by: (a) sending a facsimile (fax) of the form to OMAG at (405) 657-1401; (b) emailing the form to Kelsie Willis at kwillis@omag.org; or (c) sending OMAG the form by certified mail.***

2018 NOMINATION TO THE OMAG BOARD OF TRUSTEES

Nominee's Name: _____

Check One: ☐ Nominee is an Official of This Municipality

☐ Nominee is an Official of the City/Town of: _____

Nominee's Office: **Position Title:** _____

Position Type: ☐ Elected Official ☐ Employee ☐ Other

Rules Regarding the Biographical Sketch:

- Maximum of 50 words. If longer, only the first 50 words will be published on the ballot.
- Sketch will be published as written and without corrections.

Nominee's Biographical Sketch: _____

The City/Town of _____ hereby nominates the above-named person as a Candidate for a three-year term on the OMAG (Oklahoma Municipal Assurance Group) Board of Trustees for the term commencing on July 1, 2018.

Signed: _____

Mayor

Attest: _____ Date: _____

Clerk

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 **02/06/2018** City Council Minutes
- *2. Claims List for **FY 2018**
- *3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
- *4. Acknowledgement of **Receipt of DEQ Permit** No. SL000009180132, to Construct Sewer Line for the New Mustang Educational Resource Center.

E. INFORMATION/REPORTS

1. Trustee Manager
2. Trustees

F. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Recommended (A) Approval of an Agreement between 29Sara LLC guaranteeing completion of Final Plat improvements, together with Letter of Credit to Secure Performance of Agreement, and (2) Acceptance of Maintenance Bonds for Water Lines, Sewer Lines, Storm Sewer and Paving, all for Crystal Springs Addition.

- *2. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 18-035** and Right-of-Way, Public Utility and Encroachment Agreement between the City of Mustang and the Oklahoma Department of Transportation (ODOT) for Construction of State Highway 152: Add Shoulders and Resurface from US 81 in Union City to Cemetery Road in Mustang, Project Number J/2-7901(004), State Project Number J/P27901.

G. ADJOURNMENT

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

**MUSTANG IMPROVEMENT AUTHORITY
FEBRUARY 6, 2018**

The Mustang Improvement Authority met in regular session on Tuesday, February 6, 2018, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Friday, February 2, 2018, at 3:15 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Chairman Adams called the meeting to order at **7:56 p.m.**

B. ROLL CALL

Trustees Present: Pratt
Leete
Grider
Jones
Hagan
Noblitt
Adams

Trustees Absent: None

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **01/02/2018** City Council Minutes
- *2. Claims List for **FY 2018**
- *3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.

Trustee Noblitt requested Item D-1 be pulled from the Consent Agenda.

MOTION was made by **Trustee Grider**, seconded by **Trustee Jones**, to approve Items D-2 through D-3 of the Consent Agenda.

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

MOTION was made by **Chairman Adams**, seconded by **Trustee Hagan**, to approve Item D-1 of the Consent Agenda.

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

E. INFORMATION/REPORTS

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

F. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Approval of Change Order #1 and Final Pay Application for Project Labeled Mustang Road Utilities Waterline.

MOTION was made by **Trustee Leete**, seconded by **Trustee Grider**, to Approve Change Order #1 for Project Labeled Mustang Road Utilities Waterline.

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

MOTION was made by **Trustee Noblitt**, seconded by **Trustee Grider**, to Approve the Final Pay Application for Project Labeled Mustang Road Utilities Waterline.

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

G. ADJOURNMENT

MOTION was made by **Trustee Jones**, seconded by **Trustee Leete**, to adjourn.

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

Meeting was adjourned at **8:00 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: 72 WATER						
18-0072	01-C0135	THE CITY OF OKLAHOMA CITY	WATER PURCHASE	2/2018	201802167027	85,175.40
18-1046	01-I0006	WATER HOLDINGS ACQUISITIONS	PUBLIC WORKS CONTRACTOR	2/2018	27297	84,946.66
18-1322	01-I0006	WATER HOLDINGS ACQUISITIONS	ODEQ TESTING MATERIALS	2/2018	27741	8,872.86
18-0136	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	2/2018	201802147002	10,847.49
18-0139	01-00055	OKLAHOMA GAS & ELECTRIC CO	ELECTRIC SERVICE	2/2018	201802147000	3,013.87
DEPARTMENT TOTAL:						192,856.28
DEPARTMENT: 75 SEWER						
18-0081	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICES	2/2018	201802146991	584.87
18-1046	01-I0006	WATER HOLDINGS ACQUISITIONS	PUBLIC WORKS CONTRACTOR	2/2018	27297	47,782.50
18-0136	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	2/2018	201802147002	946.00
18-0139	01-00055	OKLAHOMA GAS & ELECTRIC CO	ELECTRIC SERVICE	2/2018	201802146998	1,211.58
DEPARTMENT TOTAL:						50,524.95
DEPARTMENT: 78 SANITATION						
18-0155	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	2/2018	201802147007	16,000.00
DEPARTMENT TOTAL:						16,000.00
FUND TOTAL:						259,381.23

FUND: 82 - SEWER INFRA IMPACT FEE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 82 ADMINISTRATION						
18-1352	01-C1196	CORRALEZ CONSTRUCTION	REFUND SEWER IMPACT FEE	2/2018	201802157013	1,000.00
DEPARTMENT TOTAL:						1,000.00
FUND TOTAL:						1,000.00
GRAND TOTAL:						449,224.65

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68 GENERAL GOVERNMENT						
18-0699	01-A1067	AC-OWEN CONSTRUCTION	TOWN CENTER EXPANSION	3/2018	17-706-6	106,139.77
18-0003	01-B0024	BANCFIRST	2013 NOTE PAYMENT	3/2018	201802267032	58,943.09
18-0004	01-B0024	BANCFIRST	2009 OWRB LOAN PAYMENT	3/2018	201802267029	21,939.64
18-0037	01-B0024	BANCFIRST	2014B NOTE PAYMENT	3/2018	201802267033	36,264.76
18-0336	01-B0024	BANCFIRST	2017 NOTE PAYMENT	3/2018	201802267031	78,555.63
18-0594	01-B0024	BANCFIRST	2016 NOTE PAYMENT	3/2018	201802267030	98,350.84
18-0390	01-C0108	COWAN GROUP ENGINEERING, LL	89TH STREET IMPROVEMENTS	2/2018	3409	7,818.00
18-1104	01-C0108	COWAN GROUP ENGINEERING, LL	ENGINEERING FEES	2/2018	3416A	1,371.00
18-1320	01-C0281	MIA- 4TH PENNY EXCESS	PENNY EXTENSION - 90% EXC	3/2018	201802267050	35,000.00
18-0806	01-C1191	CEC CORPORATION	CONSTRUCTION MATERIALS TE	2/2018	1701220316.00-04	520.00
18-0091	01-E0043	EMERGENCY MEDICAL SERVICES	AMBULANCE ASSESSMENT	3/2018	201802267059	49,278.00
18-0046	01-G0030	GENERAL FUND	TRANS. OPERATING FUNDS	3/2018	201802267043	245,000.00
18-0008	01-I0015	TYLER TECHNOLOGIES, INC	UB, COURT, ONLINE COMPONE	3/2018	025-215292A	192.00
18-0039	01-L0045	LIMITED PURPOSE FUND	3RD PENNY EXCESS	3/2018	201802267048	120,000.00
18-0042	01-M0210	MUSTANG IMPROVEMENT AUTHORITY	TRANSFER CIP FEE	3/2018	201803017095	42,000.00
18-0047	01-P0132	PERSONAL SERVICES FUND	PENNY EXTENSION	3/2018	201802267049	25,000.00
18-0463	01-R0078	RED PRAIRIE DESIGN GROUP, P	DESIGN & CONSTRUCTION MGM	3/2018	201803017090	3,452.50
18-0017	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2018	201802267035	8,333.34
18-0044	01-S0205	STREET IMPROVEMENT FUND	12.5% FRANCHISE FEE	2/2018	201802277073	15,000.00
DEPARTMENT TOTAL:						953,158.57
DEPARTMENT: 72 WATER						
18-1104	01-C0108	COWAN GROUP ENGINEERING, LL	ENGINEERING FEES	2/2018	3416A	80.50
DEPARTMENT TOTAL:						80.50
DEPARTMENT: 75 SEWER						
18-0391	01-C0108	COWAN GROUP ENGINEERING, LL	WWTP EXPANSION & MODIFICA	2/2018	3410	9,300.00
18-0131	01-O0010	ONE GAS, INC.	GAS SERVICES	2/2018	201802267061	281.80
DEPARTMENT TOTAL:						9,581.80
DEPARTMENT: 78 SANITATION						
18-0130	01-O0121	OKLAHOMA ENVIRONMENTAL MANA	SANITATION SERVICES	2/2018	5288	84,383.52
DEPARTMENT TOTAL:						84,383.52
FUND TOTAL:						1,047,204.39
GRAND TOTAL:						1,714,786.53