McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, November 24, 2015 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

Steve Harrison ..... Mayor
Weldon Smith ..... Ward One
John Titsworth ..... Ward Two
Travis Read, Vice Mayor ..... Ward Three
Robert Karr ..... Ward Four
Buddy Garvin ..... Ward Five
Jason Barnett ..... Ward Six

Peter J. Stasiak ..... City Manager
William J. Ervin ..... City Attorney
Cora M. Middleton ..... City Clerk

This agenda has been posted at the McAlester City Hall, distributed to the appropriate news media, and posted on the City website: www.cityofmcalester.com within the required time frame.

The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond to a page or to conduct a phone conversation.

The McAlester City Hall is wheelchair accessible. Sign interpretation or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Clerk's Office at 918.423.9300, Extension 4956.

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

Residents may address Council regarding an item that is not listed on the Agenda. Residents must provide their name and address. Council requests that comments be limited to five (5) minutes.

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

A. Approval of the Minutes from the November 10, 2015, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

B. Approval of Claims for November 4, 2015 through November 17, 2015. *(Toni Ervin, Chief Financial Officer)*

C. Consider and act upon, authorization of payment to Carstensen Construction, Inc., Contractor's Application for Payment #6, in the amount of $436,892.37, for the construction of road and infrastructure improvements related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

D. Consider and act upon, authorization of payment to Carstensen Construction, Inc., Contractor's Application for Payment #2, in the amount of $360,467.88, for the construction of road and infrastructure improvements related to CIP#4A and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

E. Consider and act upon, authorization of payment to EST, Inc., Invoice # 35595, in the amount of $43,719.00 for Construction Management Services and Materials Testing Services related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

F. Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-15-02-02, in the amount of $ 13,670.00, for Professional Services related to Washington Avenue Pavement Reconstruction and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(John C. Modzelewski, P.E.,CFM, City Engineer and Public Works Director)*

G. Consider and act upon, authorization of payment to City of McAlester, Invoice # 15-00604, in the amount of $ 12,890.00, for Professional Services related to Washington Avenue Pavement Reconstruction and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

H. Consider and act upon, a resolution allowing the Oklahoma Department of Transportation (ODOT) to select one of ODOT's prequalified engineering firms to provide engineering services to the City of McAlester for compliance with National Bridge Inspection Standards. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

I. Consider and act to authorize the release of funds derived from City Ordinance 2159, for the acquisition, construction or equipment of educational facilities to facilitate the Memorandum of Understanding between the McAlester Public Works Authority and the Board of Education of Independent School District No. 80, Pittsburg County, Oklahoma. *(Toni Ervin, Chief Financial Officer)*

J. Consider and act upon, authorizing the Mayor to sign a proposal from Compton Electric Company, LLC in the amount of $10,950.00 for the replacement of a 400 amp indoor fused disconnect at City Hall in order to complete the installation of the new E-911 generator. *(Toni Ervin, Chief Financial Officer)*

K. Consider and act upon, authorizing the Mayor to sign the Fidelity National Title Escrow Account instructions. This is the Lowe's Escrow account for Economic Development. It has been a 10 year agreement and these funds are in the process of being released back to the City of McAlester. *(Toni Ervin, Chief Financial Officer)*

L. Consider and act upon, authorizing the Mayor to exercise the 180 day second term on the "Option to Purchase Real Estate" agreement with Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust for the Retail Connection Development at 14th Street and U.S. Highway 69 and approve the issuance of a $5,000 check to Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust. *(Peter Stasiak, City Manager)*

M. Consider and act upon, ratification of Change Order #4 to Carstensen Contracting for CIP#4A in the amount of $4,265.25. *(Peter Stasiak, City Manager)*

N. Consider and act upon, ratification of Change Order #10 and Change Order #11 to Carstensen Contracting for CIP#4 in the amounts of $740.00 and $1,630.00, consecutively. *(Peter Stasiak, City Manager)*

O. Consider and act upon, to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 201157-KW. *(Cora Middleton, City Clerk)*

P. Consider and act upon, approval of the 2016 Annual Meeting Schedules for the McAlester City Council, the McAlester Airport Authority, the McAlester Public Works Authority, and the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*

Q. Consider and act upon, approval of the 2015 Jr. Sunbelt Classic expenditures and authorize submittal of the request for reimbursement as per the agreement dated September 9, 2014. *(Cora Middleton, City Clerk)*

R. Consider and act upon, authorizing the Mayor to sign a Memorandum of Understanding between the City of McAlester and the Department of Public Safety, Division XC/Indian Nation Turnpike for the use of office space at the McAlester Expo Center during an unforeseen emergency. *(Jerry Lynn Wilson, Expo Center Manager)*

S. Consider and act upon, authorizing the Mayor to sign a Memorandum of Understanding between the City of McAlester and the Department of Public Safety, Division D for the use of office space at the McAlester Expo Center during an unforeseen emergency. *(Jerry Lynn Wilson, Expo Center Manager)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

All persons interested in any ordinance listed under Scheduled Business shall have an opportunity to be heard in accordance with Article 2, Section 2.12(b) of the City Charter.

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2538 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2015-16; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

SCHEDULED BUSINESS

1. Presentation and discussion in recognition of Native American Heritage Month, the history and information on the culture of the Choctaw People. *(Robert Karr, Councilman Ward Four)*

Executive Summary
Presentation

2. Consider and take action with respect to a resolution authorizing the calling and holding of an election in the City of McAlester, State of Oklahoma. *(Darryl Linnington, CFO MRHC)*

Executive Summary
For the purpose of submitting to the registered qualified electors of said city the question of approval or rejection of the creation of indebtedness by the McAlester Regional Health Center Authority; and containing other provisions relating thereto.

3. Consider and act upon, an Ordinance amending Ordinance No. 2538 which established the budget for fiscal year 2015-16; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

Executive Summary
Motion to approve the budget amendment ordinance.

4. Discussion and update on Financials. *(Toni Ervin, Chief Financial Officer)*

Executive Summary
Discussion.

5. Consider and act upon, declaring certain vehicles and equipment surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287. *(Toni Ervin, Chief Financial Officer)*

Executive Summary
Motion to declare certain vehicles and equipment surplus and authorize the disposal of them.

6. Consider and act upon, authorizing the Mayor to sign the update to the Wholesale Water Purchase Contracts. *(Toni Ervin, Chief Financial Officer)*

Executive Summary
Staff recommends that the council make a motion to approve the Wholesale Water Purchase Contracts.

7. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and J.D. Thomas Construction to Repair Street Cuts; Repair and/or Replace Concrete Panels, Curbs and Gutters and Driveway Approaches (Miscellaneous Contract Project#2). *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

Executive Summary
The recommendation is to enter into an agreement with J.D. Thomas Construction for a Total Bid equal to $132,427.70 to Repair Street Cuts; Repair and/or Replace Concrete Panels, Curbs and Gutters and Driveway Approaches (Miscellaneous Contract Project#2).

8. Consider and act upon, Change Order No. 12 to the contract with Carstensen Contracting, Inc for the construction of CIP#4 Improvements and authorize the Mayor to sign Change Order No. 12. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

Executive Summary
Motion to approve Change Order No. 12 to the contract with Carstensen Contracting, Inc and authorizing the Mayor to sign Change Order No. 12, in the amount of $1,915.98, which will increase the Contract Price to $3, 051,219.36 and add one day, making the completion date April 29, 2015.

9. **TABLED FROM NOVEMBER 10, 2015 MEETING:** Consider and act upon, to provide written notice of termination of the Professional Services Agreements with EST, Inc. for Construction Management Services related to CIP #2, CIP#4, and CIP #4A. *(Peter Stasiak, City Manager)*

Executive Summary
Consider and act upon sending written notice of termination to EST, Inc.

10. **TABLED FROM NOVEMBER 10, 2015 MEETING:** Consider and act upon, a Resolution establishing a Ward Commission for the City of McAlester. *(Steve Harrison, Mayor)*

Executive Summary
A motion to approve the establishment of a Ward Commission for the City of McAlester per the City Charter. The Charter provides that said Ward Commission shall consist of seven members, with each City Council person appointing one member and those six members, with the affirmative vote of at least four, choosing the seventh member who shall be chairman.

NEW BUSINESS

Any matter not known or which could not have been reasonably foreseen prior to the time of posting the Agenda in accordance with Sec. 311.9, Title 25, Oklahoma State Statutes.

CITY MANAGER'S REPORT (Peter J. Stasiak)

- Report on activities for the past two weeks.

REMARKS AND INQUIRIES BY CITY COUNCIL

MAYORS COMMENTS AND COMMITTEE APPOINTMENTS

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the November 10, 2015, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item B, regarding claims ending November 17, 2015. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item P, approval of the 2016 Annual Meeting Schedules for the McAlester City Council, the McAlester Airport Authority, the McAlester Public Works Authority, and the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item 2, consideration and action with respect to a resolution authorizing the calling and holding of an election in the City of McAlester, State of Oklahoma. *(Darryl Linnington, CFO MRHC)*

- Confirm action taken on City Council Agenda Item 10, **TABLED FROM NOVEMBER 10, 2015 MEETING:** Consider and act upon, a Resolution establishing a Ward Commission for the City of McAlester. *(Steve Harrison, Mayor)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the November 10, 2015, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item B, regarding claims ending November 17, 2015. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item C, authorization of payment to Carstensen Construction, Inc., Contractor's Application for Payment #6, in the amount of $436,892.37, for the construction of road and infrastructure improvements related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item D, authorization of payment to Carstensen Construction, Inc., Contractor's Application for Payment #2, in the amount of $360,467.88, for the construction of road and infrastructure improvements related to CIP#4A and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item E, authorization of payment to EST, Inc., Invoice # 35595, in the amount of $43,719.00 for Construction Management Services and Materials Testing Services related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item F, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-15-02-02, in the amount of $ 13,670.00, for Professional Services related to Washington Avenue Pavement Reconstruction and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(John C. Modzelewski, P.E.,CFM, City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item G, authorization of payment to City of McAlester, Invoice # 15-00604, in the amount of $ 12,890.00, for Professional Services related to Washington Avenue Pavement Reconstruction and funded through the

McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item H, a resolution allowing the Oklahoma Department of Transportation (ODOT) to select one of ODOT's prequalified engineering firms to provide engineering services to the City of McAlester for compliance with National Bridge Inspection Standards. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item I, consideration and action to authorize the release of funds derived from City Ordinance 2159, for the acquisition, construction or equipment of educational facilities to facilitate the Memorandum of Understanding between the McAlester Public Works Authority and the Board of Education of Independent School District No. 80, Pittsburg County, Oklahoma. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item M, ratification of Change Order #4 to Carstensen Contracting for CIP#4A in the amount of $4,265.25. *(Peter Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item N, ratification of Change Order #10 and Change Order #11 to Carstensen Contracting for CIP#4 in the amounts of $740.00 and $1,630.00, consecutively. *(Peter Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item O, to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 201157-KW. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item P, approval of the 2016 Annual Meeting Schedules for the McAlester City Council, the McAlester Airport Authority, the McAlester Public Works Authority, and the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item 2, consideration and action with respect to a resolution authorizing the calling and holding of an election in the City of McAlester, State of Oklahoma. *(Darryl Linnington, CFO MRHC)*

- Confirm action taken on City Council Agenda Item 3, an Ordinance amending Ordinance No. 2538 which established the budget for fiscal year 2015-16; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item 5, declaring certain vehicles and equipment surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item 6, authorizing the Mayor to sign the update to the Wholesale Water Purchase Contracts. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item 7, authorizing the Mayor to sign a contract between the City of McAlester and J.D. Thomas Construction to Repair Street Cuts; Repair and/or Replace Concrete Panels, Curbs and Gutters and Driveway Approaches (Miscellaneous Contract Project#2). *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item 8, Change Order No. 12 to the contract with Carstensen Contracting, Inc for the construction of CIP#4 Improvements and authorize the Mayor to sign Change Order No. 12. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item 9, **TABLED FROM NOVEMBER 10, 2015 MEETING:** Consider and act upon, to provide written notice of termination of the Professional Services Agreements with EST, Inc. for Construction Management Services related to CIP #2, CIP#4, and CIP #4A. *(Peter Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 10, **TABLED FROM NOVEMBER 10, 2015 MEETING:** Consider and act upon, a Resolution establishing a Ward Commission for the City of McAlester. *(Steve Harrison, Mayor)*

ADJOURN MPWA

CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the October 27, 2015 Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk)*

- Approval of Retirement Benefit Payments for the Period of November, 2015. *(Toni Ervin, CFO)*

ADJOURN MRTA

RECONVENE COUNCIL MEETING

EXECUTIVE SESSION

Recess into Executive Session in compliance with Section Title 25 Section 307 B.2 et.seq. Oklahoma Statutes, to wit:

- Proposed executive session pursuant to Title 25, Sec. 307 (B) (4) for Confidential communications between a public body and its attorney concerning pending investigations, claims, or actions, more particularly:

- A. City of McAlester vs Randy Green (suit)
- B. Two Way Properties vs city of McAlester (suit)
- C. City of McAlester vs Austin Paving (surety claim)

RECONVENE INTO OPEN SESSION

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____ 2015 at _____ a.m./p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: www.cityofmcalester.com.

_____

Cora M. Middleton, City Clerk

Council Chambers
Municipal Building
November 10, 2015

The McAlester City Council met in a Regular session on Tuesday, November 10, 2015, at 6:00 P.M. after proper notice and agenda was posted, November 9, 2015 at 4:02 P.M.

Call to Order

Mayor Harrison called the meeting to order.

City Attorney William J. Ervin gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

Present: Weldon Smith, Travis Read, Jason Barnett & Steve Harrison
Absent: John Titsworth, Robert Karr & Buddy Garvin,
Presiding: Steve Harrison, Mayor

Staff Present: Peter J. Stasiak, City Manager; Toni Ervin, CFO; John Modzelewski, City Engineer/Public Works Director; Leroy Alsup, community & Economic Development Director; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Citizens Comments on Non-Agenda Items

Sherri Swift, City of McAlester Finance Accountant addressed the Council informing them of the City's participation in Public Service Company of Oklahoma's "Peak Performers Program that the City had participated in this past summer. Ms. Swift briefly described the program for the Council she then presented them with a check in the amount of $17,834.25 that had been awarded to the City for its' participation in the program.

Consent Agenda

A. Approval of the Minutes from the October 27, 2015, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

B. Approval of the Minutes from the November 2, 2015, Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

C. Approval of Claims for October 21, 2015 through November 3, 2015. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - $80,712.90; Nutrition - $1,020.05; Landfill Res./Sub-Title D - $3,845.00; Tourism Fund - $5,439.04; SE Expo

Center - $5,361.18; E-911 - $450.07; Economic Development - $6,727.50; Grants & Contributions - $600.00; CDBG Grants fund - $7,797.00; Fleet Maintenance - $10,091.77; CIP Fund - $33,619.35 and Technology Fund - $94.29.

D. Concur with the Mayor's reappointment of Dr. Michael Boyer to serve on the Airport Advisory Board for a term ending October 31, 2016. *(Steve Harrison, Mayor)*

E. Concur with the Mayor's reappointment of Mr. Stephen Otis to serve on the Airport Advisory Board for a term ending October 31, 2016. *(Steve Harrison, Mayor)*

F. Concur with the Mayor's reappointment of Mr. Mike Hogan to serve on the Airport Advisory Board for a term ending October 31, 2016. *(Steve Harrison, Mayor)*

G. Concur with the Mayor's reappointment of Mr. Cecil Craig to serve on the Airport Advisory Board for a term ending October 31, 2016. *(Steve Harrison, Mayor)*

H. Concur with the Mayor's reappointment of Mr. Carlton Bass to serve on the Airport Advisory Board for a term ending October 31, 2017. *(Steve Harrison, Mayor)*

I. Concur with the Mayor's reappointment of Mr. David Verner to serve on the Airport Advisory Board for a term ending October 31, 2017. *(Steve Harrison, Mayor)*

J. Concur with the Mayor's reappointment of Mr. Randy Walters to serve on the Airport Advisory Board for a term ending October 31, 2017. *(Steve Harrison, Mayor)*

K. Concur with the Mayor's appointment of Mr. Brandon John to serve on the Airport Advisory Board for a term ending October 31, 2017. *(Steve Harrison, Mayor)*

L. Accept and place on file the McAlester Main Street 1st Quarter Performance Report. *(Lacey Sudderth, Executive Director)*

M. Consider and act upon, authorizing the Mayor to sign the "Evidence of Tax Exempt Status" and "Sales Tax Exemption Certificate" for the Illinois Avenue Drainage Improvements project. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

N. Consider and act upon, authorizing the Mayor to sign the Smart Phone meter reading system agreement. This is the current company that does our meter reader's Handhelds contract. This is an upgrade in services and a savings in cost. *(Toni Ervin, Chief Financial Officer)*

O. Consider and act upon, authorization of payment to Carsentsen Construction, Inc., Contractor's Application for Payment #1, in the amount of $97,137.70, for the construction of road and infrastructure improvements related to CIP#4A and funded through the McAlester Public Works Authority Construction fund Series **2014** Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

*Note: Previous request was for payment to be drafted from **2013** funding. Those funds have been depleted.*

P. Consider and act upon, authorization of payment to Carsentsen Construction, Inc., Contractor's Application for Payment #5, in the amount of $557,360.70, for the construction of road and infrastructure improvements related to CIP#4 and funded through the McAlester Public Works Authority Construction fund Series **2014** Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)* *Note: Previous request was for payment to be drafted from **2013** funding. Those funds have been depleted.*

Q. Consider and act upon, authorization of payment to T. McDonald Construction, Inc., Contractor's Application for Payment #12, in the amount of $364,325.68, for the construction of road and infrastructure improvements related to CIP#3 and funded through the McAlester Public Works Authority Construction fund Series 2014 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

R. Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-14-06-12, in the amount of $ 9,040.50, for Construction Management and Resident Project Representative Services related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

S. Consider and act upon, authorizing the Mayor to sign the Sales and Use Tax Administration Agreement recently agreed upon between the Oklahoma Tax Commission and Oklahoma Municipal League Liaison Board. This agreement replaces the current separate Sales and Use Tax Agreements. *(Toni Ervin, Chief Financial Officer)*

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve the Consent Agenda. There was no discussion, and the vote was taken as follows:

AYE: Councilman Read, Smith, Barnett & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to open a Public Hearing to address two (2) Ordinances. There was no discussion, and the vote was taken as follows:

AYE: Councilman Read, Smith, Barnett & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried and the Public Hearing was opened at 6:09 P.M.

Public Hearing

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATION OF THE ZONING DISTRICT FOR LOT 5, IN BLOCK 416, CITY OF MCALESTER, FORMERLY SOUTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT TO C-2 NEIGHBORHOOD CONVENIENCE DISTRICT.

AN ORDINANCE, AMENDING ARTICLE II DISCRIMINATION, SECTION 58-26 THROUGH 58-97 OF MCALESTER CITY CODES TO BRING ARTICLE II DISCRIMINATION INTO COMPLIANCE WITH APPLICABLE STATE AND FEDERAL LAW, REPEALING ALL CONFLICTING ORDINANCES, PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

There were no comments from the audience or Council and Vice-Mayor Read moved to close the Public Hearing. The motion was seconded by Councilman Smith and the vote was taken as follows:

AYE: Councilman Read, Smith, Barnett & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried and the Public Hearing was closed at 6:10 P.M.

Scheduled Business

1. Presentation of the McAlester Regional Health Center Audit for Fiscal Year 2015. *(Darryl Linnington, CFO)*

Executive Summary
Presentation.

McAlester Regional Health Center (MRHC) CEO David Keith addressed the Council explaining that he and CFO Darryl Linnington were at the meeting to present the Health Center's fiscal year 2014-2015 annual audit.

Mr. Linnington addressed the Council and reviewed the Health Center's annual audit. During his review Mr. Linnington highlighted the various sections of the audit and the auditor's "Unmodified Opinion". Mr. Linnington commented that the Health Center was very strong financially.

Mayor Harrison asked how long the Health Center had used the audit firm they were currently using.

Mr. Linnington informed the Mayor that the Health Center had used this firm for approximately three (3) years and he was going to suggest an "RFP" for the next years' audit.

There was no vote taken on this item.

2. Presentation and discussion of a Stormwater Utility Fee. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

Executive Summary
Presentation and discussion of the development of a Stormwater Utility Fee.

Director Modzelewski addressed the Council explaining that at the beginning of the year the Council had approved an agreement with Meshek & Associates and authorized the City to study the feasibility of a "Storm Water Utility" fee. He added that for the past several months the City had been working with Meshek and tonight was the culmination of that study. He added that Brandon Claborn with Meshek & Associates would be reviewing the information collected during the study.

Mr. Claborn addressed the Council and distributed a handout of the study that had been performed. He then reviewed the steps that had been taken during the study, the results of the study, examples of implementation, project maintenance and fee determination.

There was a lengthy discussion among the Council, Mr. Claborn and Manager Stasiak regarding Equivalent Service Units, the options for setting a fee, dedicating the funds, the survey of other communities storm water fees, how the fee would be calculated for residential and non-residential customers, the amount of money that each fee option might generate, how the funds would be used, how long the fee would last, this being a fee and not a tax, prioritizing projects, the City requesting direction and having full Council input.

There was no vote taken on this item.

3. Consider and act upon, an Ordinance amending the general zoning ordinance and accompanying map thereto known as General Zoning Ordinance No. 1843 (1989), by changing the classification of the zoning district for Lot 5, in Block 416, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma from R1-B (Single-Family Residential District) to C-2 (Neighborhood Convenience District). *(Leroy Alsup, Community and Economic Development Director)*

Executive Summary
Motion to act upon and approve the above Ordinance changing the classification of the zoning district for the property identified in the Ordinance from R1-B (Single-Family Residential District) to C-2 (Neighborhood Convenience District) and authorizing the Mayor to sign the ordinance.

ORDINANCE NO. 2549

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATION OF THE ZONING DISTRICT FOR LOT 5, IN BLOCK 416, CITY OF MCALESTER, FORMERLY SOUTH

MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT TO C-2 NEIGHBORHOOD CONVENIENCE DISTRICT.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve **ORDINANCE NO. 2549**, rezoning a parcel of land from R-1B (Single-Family Residential District) to C-2 (Neighborhood Convenience District).

Before the vote, Director Alsup addressed the Council explaining that the Planning and Zoning Commission had met on October 20, 2015 and approved the rezoning request. He added that this property was located in the Wade Watts Corridor and the property to the west and southwest was zoned C-2 (Neighborhood Convenience District).

After a brief discussion concerning a typographical error in the Ordinance, the vote was taken as follows:

AYE: Councilman Smith, Read, Barnett & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried.

4. Consider and act upon, a "Use Permit After Review" in the "Wade Watts Corridor" for the use of the property at 1401 Wade Watts Avenue as a "barbershop and beauty shop". *(Leroy Alsup, Community and Economic Development Director) Reference Note: If the rezoning ordinance proposed for this property at 1401 Wade Watts Avenue is approved by the City Council, it is recommended that this agenda item should be pulled.*

Executive Summary
Motion to approve a "Use Permit After Review" in "Wade Watts Corridor" for the use of the property at 1401 Wade Watts Avenue as a "barbershop and beauty shop" and to authorize the Mayor to sign the "Use Permit after Review" approval form.

This item was not considered.

5. Consider and act upon, an ordinance amending Article II Discrimination, Section 58-26 through Section 58-97 of McAlester City Codes to bring Article II Discrimination into compliance with applicable state and federal law; repealing all conflicting ordinances, and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

Executive Summary
Staff recommends a motion to approve updates in McAlester City Code Article II. Discrimination.

ORDINANCE NO. 2550

AN ORDINANCE, AMENDING ARTICLE II DISCRIMINATION, SECTION 58-26 THROUGH 58-97 OF MCALESTER CITY CODES TO BRING ARTICLE II DISCRIMINATION INTO COMPLIANCE WITH APPLICABLE STATE AND FEDERAL LAW, REPEALING ALL CONFLICTING ORDINANCES, AND PROVIDING FOR A SEVERABILITY CLAUSE.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve **ORDINANCE NO. 2550**, amending areas of Section 58 of the City of McAlester Code of Ordinances.

Before the vote, CFO Ervin addressed the Council explaining that some of the language contained in this section had been outdated and needed to be changed to comply with all applicable laws.

There was no discussion, and the vote was taken as follows:

AYE: Councilman Read, Smith, Barnett & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried.

Mayor Harrison commented that the EMERGENCY CLAUSE could not be considered and the Ordinance would become effective in thirty (30) days.

6. **TABLED FROM OCTOBER 27, 2015 MEETING:** Consider and act upon, to provide written notice of termination of the Professional Services Agreements with EST, Inc. for Construction Management Services related to CIP #2, CIP#4, and CIP #4A. *(Peter Stasiak, City Manager)*

Executive Summary
Consider and act upon sending written notice of termination to EST, Inc.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to submit written notice of termination of the Professional Services Agreement with EST, Inc. for Construction Management Services related to CIP #2, CIP #4 and CIP #4A.

Before the vote, Manager Stasiak informed the Council that he had reviewed the information that he had received since the previous meeting. He stated that this information included emails, audio recordings and minutes from various meetings. He added that the audio recordings had been transcribed and he had listened to them twice, once with the City Attorney. He then reviewed the actions that had prompted this issue and informed the Council that he had received another Change Order but had not been able to verify the quantities.

After a lengthy discussion, among the Council, Manager Stasiak, City Attorney Ervin and Shane Long with EST, Inc. regarding problems with the submission of Change Orders, reasons for the City to terminate the agreements with EST, Inc., what was said on the recordings that were made of some of the construction progress meetings, errors that had been made, who had the authority to approve any work that was not included in the agreement, if McAlester was the only City to have the issue of how Change Orders were approved, and what role EST, Inc. had in preventing the Contractor from doing work before a Change Order had been approved. Vice-Mayor Read moved to table this matter until a full Council was present. The motion was seconded by Councilman Smith.

Mayor Harrison commented that there were still a lot of questions on what got the City to this point. There was no further discussion, and the vote was taken as follows.

AYE: Councilman Read, Smith, Barnett & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried.

7. Consider and act upon, to authorize the Mayor to sign a Resolution allowing the City Manager limited authority to approve certain construction contract change orders for purposes of efficiency, flexibility and economy. *(Joe Ervin, City Attorney)*

Executive Summary
Staff recommends authorization for the City Manager to approve certain construction contract change orders subject to specific restrictions and conditions.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve RESOLUTION NO. 15-14, allowing the City Manager limited authority to approve certain construction contract Change Orders.

Before the vote, Manager Stasiak commented that this item was based on past conversations to allow the City Manager limited authority to approve Change Orders between Council meetings. He added that any such approved Change Order would be placed on the next Council meeting agenda.

After discussion, among the Council and Attorney Ervin concerning the authorization limit that this would give the City Manager, not allowing bid splitting, all Change Orders still coming before the Council, changing some of the language in the Resolution, changing the language in the contracts and following up with an Ordinance at the next meeting, the vote was taken as follows:

AYE: Councilman Read, Smith, Barnett & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried.

8. Discussion and possible action to accept recommended goals and objectives for the City manager for FY2015-2016. *(Weldon Smith, Councilman Ward One)*

Executive Summary
Discussion.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to accept the recommended goals and objectives for the City Manager for FY 2015-2016.

Before the vote, Councilman Smith commented that this had been previously discussed and was in the Charter. He reviewed the potential goals listed in the agenda item and commented that this was a way to set up goals for other departments. He added that time limits could be adjusted as needed.

Manager Stasiak stated that many of these goals or objectives were already underway, a draft RFP for the comprehensive plan was ready and would be given to Director Alsup and the City had experienced financial stability the last four (4) to five (5) years.

Mayor Harrison and Vice-Mayor Read thanked Councilman Smith for putting this together.

There was no further discussion, and the vote was taken as follows:

AYE: Councilman Smith, Read, Barnett & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried.

9. Consider and act upon, a Resolution establishing a Ward Commission for the City of McAlester. *(Steve Harrison, Mayor)*

Executive Summary
A motion to approve the establishment of a Ward Commission for the City of McAlester per the City Charter. The Charter provides that said Ward Commission shall consist of seven members, with each City Council person appointing one member and those six members, with the affirmative vote of at least four, choosing the seventh member who shall be chairman.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve RESOLUTION NO. 15-15, establishing a Ward Commission for the City of McAlester.

Before the vote, Mayor Harrison commented that if this passed the initial meeting would be scheduled and the six (6) members would select a Chairman. He commented that it appears to be a fairly simple task to go back to how the Wards were before the last change. There was no other discussion, and the vote was taken as follows:

AYE: Councilman Read, Smith, Barnett & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried.

New Business

Manager Stasiak presented the Council with a Change Order to the contract with Carstensen Contracting, Inc. for CIP #4. He explained that this had come in and it could delay progress, on the project, if the Council did not consider it tonight. He added that this would address the conflict of the proposed storm drain and existing sewer main that was not in the location shown on the City's sewer atlas used for the design. He added that it would add four (4) days and $3,672.71 to the contract.

Vice-Mayor Read moved to approve Change Order No. 3 to the contract with Carstensen Contracting, Inc. for CIP #4. The motion was seconded by Councilman Smith and the vote was taken as follows:

AYE: Councilman Read, Smith, Barnett & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried.

City Manager's Report

- Report on activities for the past two weeks.

Manager Stasiak reported that a detour had been set up on Electric Avenue to perform warranty work on sections of the road that was failing. He informed the Council that Lowe's had donated landscaping materials in the amount of $1,800.00 and those items were being used in the Disc Golf Course. He added that Lowe's had also donated all of the flooring and fixtures for the Genealogy Building's restrooms which was around $1,000.00.

Remarks and Inquiries by City Council

There were no comments from the Council.

Mayor's Comments and Committee Appointments

Mayor Harrison reminded everyone that the City's Veteran's Day Parade was tomorrow at 6:00 P.M.

Recess Council Meeting

Mayor Harrison asked for a motion to recess the Regular Meeting to convene the Authorities. Councilman Smith moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Vice-Mayor Read. There was no discussion, and the vote was taken as follows:

AYE: Councilman Smith, Read, Barnett & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 8:24 P.M.

Reconvene Council Meeting

The meeting was reconvened at 8:25 P.M.

Adjournment

There being no further business to come before the Council, Vice-Mayor Read moved for the meeting to be adjourned. The motion was seconded by Councilman Smith.

There was no discussion, and the vote was taken as follows:

AYE: Councilman Read, Smith, Barnett & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 8:25 P.M.

Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

CLAIMS FROM

November 4, 2015
Thru
November 17, 2015

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	/AUGHN	I-201511128045	01 -5432331	EMPLOYE TRAVE CORY VAUGHN: REIM PARAMEDIC TR	076228	2,460.00
01-A00028 "A" PLUS LAWN SERVICE						
		I-471868	01 -5542308	CONTRACTED SE CONTRACT MOWING	076229	312.50
01-A00200 ADAM TRUE VALUE & AG SU						
		I-283428	01 -5544203	REPAIRS & MAI FERTILIZER	076230	155.00
01-A00267 AIRGAS, INC						
		I-9931135338	01 -5542308	CONTRACTED SE MONTHLY BOTTLE RENTAL	076232	61.71
		I-9931135340	01 -5432202	OPERATING SUP EMS SUPPLIES	076232	411.81
01-A00362 BIC BROADBAND HOLDINGS,						
		I-201511048020	01 -5320328	INTERNET SERV INTERNET SVS-DETECTIVE DIV	076172	98.56
		I-201511048020	01 -5542328	INTERNET SERV INTERNET SVS-STIPE CENTER	076172	76.34
		I-201511128033	01 -5542328	INTERNET SERV INTERNET SVS EXP- PARKS SHOP	076205	75.95
		I-201511128033	01 -5548328	INTERNET SERV INTERNET SVS EXP- FAC. MAINT	076205	75.95
		I-201511128033	01 -5865328	INTERNET SERV INTERNET SVS EXP- STREETS T/C	076205	75.95
01-A00751 ATWOODS						
		I-2806/9	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076238	54.28
		I-2810/9	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076238	43.97
		I-2811/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076238	37.96
		I-2816/9	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076238	69.99
		I-2829/9	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076238	13.98
		I-2830/9	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076238	54.98
		I-2838/9	01 -5321208	CANINE UNIT S SUPPLIES FOR DRUG DOG	076238	139.99
01-B00180 UNION IRON WORKS, INC.						
		I-S1889537.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076239	7.06
		I-S1889547.001	01 -5544203	REPAIRS & MAI SPRINKLER HEADS	076239	768.75
		I-S1892303.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076239	112.31
		I-S1892330.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076239	30.85
		I-S1893898.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076239	112.46
		I-S1894014.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076239	79.30
01-B00423 BOMB DESIGNZ						
		I-00083	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	076241	267.00
01-B00503 BROKEN ARROW ELECTRIC S						
		I-S1967080.001	01 -5548203	REPAIRS & MAI MISC ELEC REPAIR ITEMS	076243	143.12
		I-S1967441.001	01 -5548203	REPAIRS & MAI MISC ELEC REPAIR ITEMS	076243	71.56
		I-S1968225.001	01 -5548203	REPAIRS & MAI MISC ELEC REPAIR ITEMS	076243	308.18
		I-S1968368.001	01 -5548203	REPAIRS & MAI MISC ELEC REPAIR ITEMS	076243	51.92
01-C00100 CLEET						
		I-201511048026	01 -2100	CLEET PAYABLE CLEET FEES COLLECTED-OCT 2015	076174	5,878.65

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-C[illegible]20	CENTERPOINT ENERGY ARKL						
		I-201511048016	01 -5215314	GAS UTILITY	GAS EXP-CEMETERY	076175	61.66
		I-201511048016	01 -5215314	GAS UTILITY	GAS EXP-LIBRARY	076175	52.21
		I-201511048016	01 -5215314	GAS UTILITY	GAS EXP-FIRE STATION #3	076175	29.58
		I-201511048016	01 -5215314	GAS UTILITY	GAS EXP-CITY HALL	076175	96.80
		I-201511048016	01 -5215314	GAS UTILITY	GAS EXP-OAK HILL CEMETERY	076175	28.55
		I-201511048016	01 -5215314	GAS UTILITY	GAS EXP-MAINTENANCE SHOP	076175	53.30
		I-201511048016	01 -5215314	GAS UTILITY	GAS EXP-1600 E. COLLEGE AVE	076175	24.17
		I-201511048016	01 -5215314	GAS UTILITY	GAS EXP-STIPE CENTER	076175	162.42
		I-201511128032	01 -5215314	GAS UTILITY	GAS EXP- FIRE STATION #2	076207	23.24
01-C00456	CIMMARON HOTEL						
		I-3823	01 -5212331	EMPLOYEE TRAV	LODGING/ 2015 FALL CONFER	076248	258.96
01-C00656	CONSOLIDATED FLEET SERV						
		I-2015AB0093	01 -5431339	VEHICLE/EQUIP	ANNUAL LADDER TEST FEE	076250	1,168.75
01-D00097	DASH MEDICAL GLOVES, IN						
		I-INV0960485	01 -5432202	OPERATING SUP	EMS SUPPLIES	076252	302.60
01-D00402	DIAMOND TROPHY & ENGRAV						
		I-W12015106A	01 -5215202	OPERATING SUP	REITREMENT AWARD	076255	59.95
		I-W12015106A	01 -5653215	AWARDS/NUC PR	REITREMENT AWARD	076255	12.97
01-D00540	DOLESE BROTHERS						
		I-AG15138876	01 -5865218	STREET REPAIR	ROCK FOR STREET REPA	076256	570.34
		I-AG15138877	01 -5865218	STREET REPAIR	ROCK FOR STREETS	076256	200.10
		I-AG15139621	01 -5865218	STREET REPAIR	ROCK FOR STREET REPA	076256	192.72
		I-AG15139622	01 -5865218	STREET REPAIR	ROCK FOR STREETS	076256	1,734.87
		I-AG15140053	01 -5865218	STREET REPAIR	ROCK FOR STREET REPA	076256	375.85
		I-AG15140054	01 -5865218	STREET REPAIR	ROCK FOR STREETS	076256	1,157.98
		I-AG15141989	01 -5865218	STREET REPAIR	ROCK FOR STREET REPA	076256	763.78
		I-AG15141990	01 -5865218	STREET REPAIR	ROCK FOR STREETS	076256	351.86
		I-AG15142595	01 -5865218	STREET REPAIR	ROCK FOR STREET REPA	076256	1,149.06
		I-AG1514279	01 -5865218	STREET REPAIR	ROCK FOR STREETS	076256	776.81
01-D[illegible]84	DR. JASON MCELYEA						
		I-002	01 -5432308	CONTRACTED SE	CONTRACT SERVICES 10/16-11/15-	076257	2,142.00
01-D00730	DUB ROSS CO.						
		I-0095109-IN	01 -5865218	STREET REPAIR	PIPE/DRAIN @ E & MADISON	076258	1,266.00
01-F00015	FLEETCOR TECHNOLOGIES						
		I-201511128039	01 -5321212	FUEL EXPENSE	FUEL EXP-POLICE	076263	7,105.07
		I-201511128039	01 -5431212	FUEL EXPENSE	FUEL EXP-FIRE	076263	1,261.88
		I-201511128039	01 -5542212	FUEL EXPENSE	FUEL EXP-PARKS	076263	1,215.55
		I-201511128039	01 -5547212	FUEL EXPENSE	FUEL EXP-CEMETERY	076263	237.85
		I-201511128039	01 -5548212	FUEL EXPENSE	FUEL EXP-FAC. MAINT	076263	211.80
		I-201511128039	01 -5652212	FUEL EXPENSE	FUEL EXP-CODES	076263	341.42

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01- 5	FLEETCOR TECHNOLOGIES continued					
		I-201511128039	01 -5225212	FUEL EXPENSE FUEL EXP-IT	076263	80.03
		I-201511128039	01 -5322212	FUEL EXPENSE FUEL EXP-ANIMAL CONTROL	076263	315.29
		I-201511128039	01 -5432212	FUEL EXPENSE FUEL EXP-AMBULANCE	076263	1,124.17
		I-201511128039	01 -5544212	FUEL EXPENSE FUEL EXP-SBC	076263	142.01
		I-201511128039	01 -5653212	FUEL EXPENSE FUEL EXP-SAFETY	076263	62.10
01-F00037	FASTENAL					
		I-OKMCA137638	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076265	15.25
		I-OKMCA139135	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076265	8.32
01-F00141	FIRE STORE					
		I-E1391683	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	076266	291.80
01-F00222	FLOODSERV INC					
		I-12101	01 -5215202	OPERATING SUP CLEAN CARPET/COURT CLERK	076267	175.00
01-G00130	GALL'S, AN ARAMARK CO.,					
		I-BC0204841	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	076268	710.90
01-G00316	GIVENS LAW FIRM, P.C.					
		I-29	01 -5214302	CONSULTANTS LEGAL FEES-R GREEN	076270	1,044.20
01-G00490	GRISSOM IMPLEMENT INC					
		I-525443	01 -5544203	REPAIRS & MAI PARTS FOR GATOR	076272	81.11
01-I00099	IKON OFFICE SOLUTIONS					
		I-27711267	01 -5321308	CONTRACTED SE COPIER LEASE-POLI	076273	284.00
01-I00110	IMPRESS OFFICE SUPPLY					
		I-038035	01 -5212202	OPERATING SUP OFFICE SUPPLIES	076275	86.00
01-I00115	INTERMEDIX TECHNOLOGIES					
		I-INVTECH6216	01 -5432308	CONTRACTED SE EMS BILLING SVS-OCT 2015	076276	3,246.21
01-I[illegible]40	INDIAN NATION WHOLESALE					
		I-6364410	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	076277	583.14
		I-6368459	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	076277	472.13
01-J00110	JACKIE BRANNON CORR. CT					
		I-20160271	01 -5547203	REPAIRS & MAI INMATE FEES	076279	116.52
		I-20160273	01 -5542308	CONTRACTED SE INMATE FEES	076279	73.78
01-J00121	JAMESCO ENTERPRISES, LL					
		I-12062	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	076280	1,829.39
01-J00435	JORDAN CARRIS AGENCY					
		I-15-00795	01 -5212202	OPERATING SUP BOND FEES FOR NOTARY	076282	60.00
		I-15-01000/LEHR	01 -5324202	OPERATING SUP NOTARY BOND FEE	076282	30.00

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-K00103	KEEP OKLAHOMA BEAUTIFUL					
		I-1275	01 -5210202	OPERATING SUP TICKET FOR AWARD BANQUET	076283	75.00
01-K00166	KEVIN HEAROD					
		I-201511128044	01 -5321331	EMPLOYEE TRAV REIMB TUITION FOR TRAINING	076284	60.00
01-L00067	COMPLIANCE RESOURCE GRO					
		I-044733	01 -5653348	DRUG TESTING/ QURTLY DRUG TESTS	076287	50.00
		I-044785	01 -5653348	DRUG TESTING/ QURTLY DRUG TESTS	076287	100.00
01-L00380	LOCKE SUPPLY CO.					
		I-27041820-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076289	14.40
		I-27101500-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076289	41.54
		I-27134406-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076289	27.79
01-L00428	LOWE'S CREDIT SERVICES					
		I-901294	01 -5865203	REPAIR & MAIN SUPPLIES FOR TC	076290	312.55
		I-901606	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076290	85.10
		I-902214	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076290	50.11
		I-902370	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076290	18.96
		I-902486	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076290	21.68
		I-905488	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076290	30.76
		I-906052	01 -5865203	REPAIR & MAIN SUPPLIES FOR TC	076291	173.26
		I-906955	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076291	16.92
		I-906960A	01 -5865203	REPAIR & MAIN SUPPLIES FOR TC	076291	207.34
		I-907009	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076291	23.74
		I-909538	01 -5547204	SMALL TOOLS MISC REPAIR & MAINT ITEMS	076291	93.02
01-M00280	MEGAPATH					
		I-201511048017	01 -5215315	TELEPHONE UTI PHONE EXP-LONG DISTANCE	076176	416.64
01-M00487	MILLER OFFICE EQUIPMENT					
		I-MCA375088	01 -5215312	EQUIPMENT REN MONTHLY COPIER SVS-UB&C	076293	90.00
01-M[illegible]00	MCALESTER SCOTTISH RITE					
		I-700605	01 -5548311	PARKING RENTA PARKING LOT RENTAL	076295	375.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-300004538	01 -5652317	ADVERTISING & PUBLICATION FEES	076297	33.20
01-O00039	OCCUPATIONAL MEDICINE					
		I-10-24-15	01 -5653348	DRUG TESTING/ PHYSICAL CAPACITY TESTS	076300	98.00
01-O00082	OAKLEY					
		I-737718986	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	076304	253.79
01-O00121	OK FIRE, LLC					
		I-804	01 -5431203	REPAIRS & MAI LIGHT MTG BRACKET	076305	49.30

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000419	OKLA BUREAU OF NARCOTIC					
		I-201511048028	01 -2103	OBN PAYABLE (DRUG EDUCATION FEES-OCT 2015	076177	85.00
01-000414	OKLA TAX COMMISSION-AUT					
		I-GA28481	01 -5321202	OPERATING SUP TITLE/TAG FEES	076311	39.00
01-000427	OKLA UNIFORM BUILDING C					
		I-OCTOBER 2015	01 -5652336	FEES BUILDING PERMIT FEES	076210	260.00
01-000595	OSBI					
		I-201511048027	01 -2101	AFIS PAYABLE AFIS FEES-OCT 2015	076178	3,240.93
		I-201511048027	01 -2102	FORENSICS PAY FORENSIC FEES-OCT 2015	076178	3,126.20
01-P00210	PEPSI COLA					
		I-1770060	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	076313	73.00
		I-1770084	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	076313	88.00
01-P00510	PRO-KIL, INC					
		I-158557	01 -5548316	REPAIRS & MAI PEST CONTROL @ GUN RANGE	076314	116.00
		I-158958	01 -5542308	CONTRACTED SE MONTHLY PEST CONTROL	076314	126.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201511048019	01 -5215313	ELECTRIC UTIL ELEC EXP-LIBRARY	076179	1,902.49
		I-201511048019	01 -5215313	ELECTRIC UTIL ELEC EXP-RECYCLE CENTER	076179	54.79
		I-201511048023	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-GENERAL	076179	11,311.28
		I-201511128037	01 -5215313	ELECTRIC UTIL ELEC EXP- ST. LIGHTS	076211	12,151.77
01-S00180	OKLA SECRETARY OF STATE					
		I-15-01001/LEHR	01 -5324202	OPERATING SUP NEW NOTARY FEEE	076322	25.00
		I-15-01002/LEHR	01 -5324202	OPERATING SUP NOTARY FILING FEE	076323	10.00
01-S00184	SECURITY BANK CARD CENT					
		I-201511128030	01 -5210331	EMPLOYEE TRAV P STASIAK-TRAVEL EXP- STAMPEDE	076212	1,587.04
		I-201511128030	01 -5542331	EMPLOYEE TRAV COMM SVS DEPT- TRAVEL & TRAIN	076212	259.47
		I-201511128030	01 -5211331	EMPLOYEE TRAV FINANCE DEPT-TRAVEL & TRAINING	076212	424.36
		I-201511128030	01 -5431331	EMPLOYEE TRAV FIRE DEPT/TRAV/TRAIN-OPER/OKC	076212	320.02
01-S00190	SECURITY SYS. & ENG. IN					
		I-30477	01 -5321308	CONTRACTED SE QTLY ALARM MONITORING	076324	45.00
		I-30478	01 -5320308	CONTRACTED SE QTLY ALARM MONITORING	076324	45.00
		I-30479	01 -5321325	FIRING RANGE QTLY ALARM MONITORING	076324	45.00
01-S00444	SOUTHEAST DESIGN					
		I-326643	01 -5544202	OPERATING SUP LEAGUE AWARDS	076327	180.00
01-S00726	STAPLES ADVANTAGE					
		I-3281854792	01 -5215202	OPERATING SUP OFFICE SUPPLIES	076328	396.27
		I-3281854794	01 -5215202	OPERATING SUP OFFICE SUPPLIES	076328	97.71
		I-3282897317	01 -5215202	OPERATING SUP OFFICE SUPPLIES	076328	27.45

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-[illegible]	STAPLES ADVANTAGE	continued				
		I-3282897320	01 -5215202	OPERATING SUP OFFICE SUPPLIES	076328	58.39
		I-3282897323	01 -5215202	OPERATING SUP OFFICE SUPPLIES	076328	189.75
		I-3282897325	01 -5215202	OPERATING SUP OFFICE SUPPLIES	076328	529.17
		I-3282897328	01 -5215202	OPERATING SUP OFFICE SUPPLIES	076328	699.99
		I-40037	01 -5320202	OPERATING EXP CID SUPPLIES	076328	91.48
		I-44528	01 -5215202	OPERATING SUP OFFICE SUPPLIES	076328	42.99
		I-44691	01 -5215202	OPERATING SUP OFFICE SUPPLIES	076328	34.71
		I-45222	01 -5215202	OPERATING SUP OFFICE SUPPLIES	076329	20.79
01-T00010	T. H. ROGERS LUMBER CO.					
		I-510049	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076330	17.28
		I-510272	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076330	7.68
01-T00320	THYSSENKRUPP ELEVATOR C					
		I-ACIA-1108DNY	01 -5548316	REPAIRS & MAI ELEVATOR REPAIRS-LIB	076333	2,385.00
01-T00630	TWIN CITIES READY MIX,					
		I-117790	01 -5865218	STREET REPAIR CONCRETE/STREET REPAIRS	076334	693.00
		I-117946	01 -5865218	STREET REPAIR CONCRETE/STREET REPAIRS	076334	495.00
		I-118056	01 -5865218	STREET REPAIR CONCRETE/STREET REPAIRS	076334	594.00
		I-118204	01 -5865218	STREET REPAIR CONCRETE/STREET REPAIRS	076334	544.50
01-U00020	UNITED STATES CELLULAR					
		I-201511048024	01 -5544328	INTERNET SERV SBC MONTHLY INTERNET VS-10/15	076182	52.05
		I-201511048025	01 -5215315	TELEPHONE UTI CELL EXP-GENERAL	076182	1,903.40
01-V00116	VIRGINIA G WEBB					
		I-2015-007	01 -5210480	CONTINGENCY COMMUNICATION SERVICES	076338	800.00
01-V00144	VOSS ELECTRIC CO dba VO					
		I-35039514-00	01 -5548203	REPAIRS & MAI MISC REPAIR ITEMS	076339	660.00
01-V[illegible]50	VULCAN SIGN					
		I-280902	01 -5865203	REPAIR & MAIN TRAFFIC CONTROL SUPPLIES	076340	1,489.00
01-W00040	WALMART COMMUNITY BRC					
		I-02673	01 -5321202	OPERATING SUP MISC SUPPLIES	076341	77.94
		I-0301	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076341	39.04
		I-05694	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	076341	89.00
		I-06634	01 -5431202	OPERATING SUP MISC OPERATING SUPPLIES	076341	195.61
		I-07400	01 -5431202	OPERATING SUP MISC OPERATING SUPPLIES	076341	76.60
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1965388.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076342	141.26
		I-S1965927.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076342	14.09
		I-S1966884.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076342	43.05
		I-S1967207.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076342	94.94
				FUND 01 GENERAL FUND	TOTAL:	97,106.12

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 02 MPWA

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00367 AIRGAS, INC					
	I-9931135339	02 -5973203	REPAIRS & MAI MONTHLY BOTTLE RENTAL FEE	076232	106.41
01-A00362 BIC BROADBAND HOLDINGS,					
	I-201511048020	02 -5973328	INTERNET SERV INTERNET SVS-E. WATER PLANT	076172	70.60
01-A00423 ALLIED WASTE SERVICES O					
	I-375-000367661	02 -5866306	CONTRACTED RE WASTE SVS FRR-OCT 2015	076234	150,522.77
	I-375-000367661	02 -5866306	CONTRACTED RE WASTE SVS FRR-OCT 2015	076234	744.49-
01-A00751 ATWOODS					
	I-2824/9	02 -5216202	OPERATING SUP METER READER SUPPLIES	076238	29.98
01-B00360 HD SUPPLY FACILITIES MA					
	I-793108	02 -5973203	REPAIRS & MAI MISC REPAIR ITEMS	076240	128.41
01-C00271 CBSA					
	I-201511128042	02 -2512	CBSA COLLECTI CILLECTION FEES-AUG 2015 5781	076246	154.07
	I-201511128042	02 -2512	CBSA COLLECTI CILLECTION FEES-SEPT 2015 5781	076246	57.75
01-C00320 CENTERPOINT ENERGY ARKL					
	I-201511128032	02 -5267314	GAS UTILITY GAS EXP- 301 E. POLK	076207	66.90
01-D00140 DATAMATIC, INC.					
	I-201510293	02 -5216316	REPAIRS & MAI YRLY SVS CONTRACT	076253	6,852.00
01-D00158 DAVID T HARDGRAVE					
	I-4-1604	02 -5973302	CONSULTANTS (MONTHLY PRETREATMENT FEE	076254	1,800.00
01-D00540 DOLESE BROTHERS					
	I-RM15069566	02 -5975218	STREET REPAIR CONCRETE FOR WATER BREAKS	076256	1,120.00
01-E00024 STANLEY RAY OWENS DBA E					
	I-2443	02 -5866230	RECYCLING CEN PORT-A-POT RENTAL	076259	100.00
01- 3 ENVIRONMENTAL RESOURCE					
	I-30229	02 -5973304	LAB TESTING LAB TESTING FEE	076260	2,400.00
	I-30230	02 -5973304	LAB TESTING PRE-TREATMENT FEES-WWT	076260	4,800.00
01-F00015 FLEETCOR TECHNOLOGIES					
	I-201511128038	02 -5216212	FUEL EXPENSE FUEL EXP-UTIL BILLING	076262	460.60
	I-201511128038	02 -5864212	FUEL EXPENSE FUEL EXP-LANDFILL	076262	43.99
	I-201511128038	02 -5866212	FUEL EXPENSE FUEL EXP-SANITATION	076262	700.60
	I-201511128038	02 -5871212	FUEL EXPENSE FIEL EXP- ENGINEERING	076262	69.71
	I-201511128038	02 -5973212	FUEL EXPENSE FIEL EXP- WWT	076262	627.60
	I-201511128038	02 -5975212	FUEL EXPENSE FIEL EXP- UTM	076262	1,765.53
	I-201511128039	02 -5216212	FUEL EXPENSE FUEL EXP-UTIL BILLING	076263	1,879.56
01-F00037 FASTENAL					

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-[illegible]	FASTENAL continued						
		I-OKMCA142204	02 -5973203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	076265	22.33
01-F00251	FORT COBB FUEL AUTHORIT						
		I-201511128035	02 -5267314	GAS UTILITY	GAS EXP-HEREFORD LN	076209	17.51
01-L00428	LOWE'S CREDIT SERVICES						
		I-9002011	02 -5975209	UTILITY MAINT	MISC REPAIR ITEMS	076290	33.83
		I-901751	02 -5975209	UTILITY MAINT	MISC REPAIR ITEMS	076290	4.60
		I-901775	02 -5975209	UTILITY MAINT	MISC REPAIR ITEMS	076290	23.94
		I-906214	02 -5975209	UTILITY MAINT	MISC REPAIR ITEMS	076291	10.43
01-M00304	MESHEK & ASSOC., PLC						
		I-3349	02 -5871302	CONSULTANTS	CONSULTANT FEE-STM WTR MG	076292	2,235.03
01-O00320	OKLA ONE-CALL SYSTEM						
		I-2016M0463	02 -5975202	OPERATING SUP	ANNUAL MEMBERSHIP FEE	076310	640.54
01-P00040	PACE ANALYTICAL SERVICE						
		I-157524629	02 -5973304	LAB TESTING	LAB TESTING	076312	71.22
		I-157524630	02 -5973304	LAB TESTING	LAB TESTING	076312	168.22
		I-157524777	02 -5973304	LAB TESTING	LAB TESTING	076312	71.22
01-P00560	PUBLIC SERVICE/AEP						
		I-201511128040	02 -5267313	ELECTRIC UTIL	ELECTRIC EXP- MPWA	076315	35,014.96
01-R00524	ROSE STATE COLLEGE						
		I-WFD102	02 -5975331	EMPLOYEE TRAV	TRAINING FEES	076317	184.00
		I-WFD103	02 -5975331	EMPLOYEE TRAV	TRAINING FEES	076317	184.00
01-R00600	RURAL WATER DISTRICT #1						
		I-201511048018	02 -5267316	WATER UTILITY	WATER EXP-LANDFILL	076180	14.30
01-S[illegible]16	SEVERN TRENT ENV SVS.,						
		I-1251711150P132943	02 -5974302	CONSULTANTS	WTP OPERATIONAL SVS-NOV 2015	076325	106,514.00
01-S00580	AT & T						
		I-201511128031	02 -5267315	TELEPHONE UTI	PHONE EXP- MPWA	076213	5,368.66
		I-201511128031	02 -5267315	TELEPHONE UTI	PHONE EXP- DATA LINE	076213	276.00
01-U00020	UNITED STATES CELLULAR						
		I-201511048025	02 -5267315	TELEPHONE UTI	CELL EXP-MPWA	076182	1,066.09
01-U00051	UTILITY SUPPLY CO., INC						
		I-088990	02 -5975209	UTILITY MAINT	WATER METER SUPPLIES	076335	23.45
		I-088991	02 -5975209	UTILITY MAINT	WATER METER SUPPLIES	076335	86.80
		I-089227	02 -5975209	UTILITY MAINT	WATER METER SUPPLIES	076335	40.80
		I-089228	02 -5975209	UTILITY MAINT	WATER METER SUPPLIES	076335	155.96
		I-089229	02 -5975209	UTILITY MAINT	WATER METER SUPPLIES	076335	410.92

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01- 1	UTILITY SUPPLY CO., INC continued					
		I-089230	02 -5975209	UTILITY MAINT WATER METER SUPPLIES	076335	600.24
01-U00128	UNITED PACKAGING & SHIP					
		I-172366	02 -5973203	REPAIRS & MAI SHIPPING FEES	076336	36.57
		I-172369	02 -5973203	REPAIRS & MAI SHIPPING FEES	076336	36.72
01-U00140	UNITED RENTALS					
		I-133013437-001	02 -5975209	UTILITY MAINT SHORING EQUIP FOR SEWER	076337	366.00
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1969251.001	02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076342	332.98
		I-S1969860.001	02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076342	70.36
				FUND 02 MPWA	TOTAL:	327,093.67

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00015	FLEETCOR TECHNOLOGIES	I-201511128038	03 -5876212	FUEL EXPENSE FIEL EXP- AIRPORT	076262	119.66
01-O00240	OKLA CORPORATION COMM.	I-PERMIT #1743	03 -5876203	REPAIRS & MAI FUEL TANK INSPECT FEE	076308	50.00
01-P00560	PUBLIC SERVICE/AEP	I-201511048019	03 -5876313	ELECTRIC UTIL ELEC EXP-AIRPORT	076179	1,264.00
01-U00020	UNITED STATES CELLULAR	I-201511048025	03 -5876315	TELEPHONE UTI CELL EXP-AIRPORT	076182	27.91
				FUND 03 AIRPORT AUTHORITY	TOTAL:	1,461.57

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00150	PUBLIC SERVICE/AEP					
		I-201511048019	05 -5218313	ELECTRIC UTIL ELEC EXP-PARKING AUTHORITY	076179	128.02
				FUND 05 PARKING AUTHORITY TOTAL:		128.02

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00324	ALISHA RAE HOWELL					
		I-201511168048	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	076233	150.00
		I-201511168049	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	076233	127.65
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201511128039	08 -5549212	FUEL EXPENSE FUEL EXP-NUTRITION	076263	507.54
01-G00288	GERALDINE E MALKOWSKI					
		I-201511168050	08 -5549308	CONTRACT SERV CONTRAT MEAL DELIVERY	076269	150.00
		I-201511168051	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	076269	87.98
01-R00304	RICHELLE CHEYENNE					
		I-201511168047	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	076316	73.60
01-U00020	UNITED STATES CELLULAR					
		I-201511048025	08 -5549315	TELEPHONE UTI CELL EXP-NUTRITION	076182	83.73
				FUND 08 NUTRITION	TOTAL:	1,180.50

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00016	FAIRBANKS SCALES, INC					
		I-1248190	09 -5864327	SUB TITLE D E SCALE REPAIR @ LF	076264	6,356.19
01-G00462	GREEN COUNTRY TESTING,					
		I-53923	09 -5864327	SUB TITLE D E LANDFILL TESTING FEES	076271	2,234.00
				FUND 09 LANDFILL RES./SUB-TITLE DTOTAL:		8,590.19

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 11 EMPLOYEE RETIREMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00664	MHBT INC.					
		I-360378	11 -5220302 CONSULTANTS	YRLY ACTURIAL SVS	076235	13,642.50
			FUND 11	EMPLOYEE RETIREMENT	TOTAL:	13,642.50

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-B00490	BRIGGS PRINTING						
		I-64015	27 -5655318	PRINTING	PROMOTIONAL ITEMS	076242	1,081.50
01-C00149	CANON FINANCIAL SERVICE						
		I-15476085	27 -5655318	PRINTING	MONTHLY COPIER LEASE	076245	71.00
01-D00014	D&E BISTRO, LLC. DBA TH						
		I-536811	27 -5655214	TOURISM EXPEN	TOUR/INCENTIVE-EOSC MTG	076251	795.00
01-F00015	FLEETCOR TECHNOLOGIES						
		I-201511128039	27 -5655212	FUEL EXPENSE	FUEL EXP-TOURISM	076263	31.99
01-MC0219	MCAAP-MWR						
		I-474272	27 -5655214	TOURISM EXPEN	STAGE RENTAL-VETERANS DAY	076296	450.00
01-O00137	OKLA TOURISM/RECREATION						
		I-1351-12610	27 -5655214	TOURISM EXPEN	BROUCHER MAILING FEES	076307	169.54
01-S00184	SECURITY BANK CARD CENT						
		I-201511128030	27 -5655331	TRAVEL & TRAI	KATHY WALL-TRAVEL TRAINING EXP	076212	199.03
		I-201511128030	27 -5655214	TOURISM EXPEN	KATHY WALL-TOURISM EXP	076212	212.84
01-S00726	STAPLES ADVANTAGE						
		I-44494	27 -5655202	OPERATING SUP	OFFICE SUPPLIES	076328	10.98
		I-45271	27 -5655202	OPERATING SUP	OFFICE SUPPLIES	076329	24.75
01-U00020	UNITED STATES CELLULAR						
		I-201511048025	27 -5655315	TELEPHONE UTI	CELL EXP-TOURISM	076182	52.91
				FUND	27 TOURISM FUND	TOTAL:	3,099.54

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00220	CENTERPOINT ENERGY ARKL					
		I-201511128032	28 -5654314	GAS UTILITY GAS EXP- EXPO	076207	60.89
01-C00469	CITY OF MCALESTER SPECI					
		I-121615	28 -5654349	COUNCIL PARTN COUNCIL PART.SHIP EOSC	076249	315.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201511128039	28 -5654212	FUEL EXPENSE FUEL EXP-EXPO	076263	158.68
01-I00109	IMPERIAL, LLC					
		I-2870:554569	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	076274	145.80
01-I00140	INDIAN NATION WHOLESALE					
		I-6387951	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	076277	226.06
		I-6389179	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	076277	42.75
		I-6393469	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	076277	36.25
		I-6396161	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	076277	250.70
01-J00121	JAMESCO ENTERPRISES, LL					
		I-12008	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	076280	262.85
01-L00428	LOWE'S CREDIT SERVICES					
		I-04428	28 -5654203	REPAIR & MAIN MISC REPAIR & MAINT ITEMS	076290	15.06
		I-06397	28 -5654203	REPAIR & MAIN MISC REPAIR & MAINT ITEMS	076290	301.53
01-P00560	PUBLIC SERVICE/AEP					
		I-201511048019	28 -5654313	ELECTRIC UTIL ELEC EXP-EXPO	076179	6,397.40
01-S00009	SADLER PAPER CO					
		I-34368	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	076318	697.66
01-S00010	SADLER REFRIGERATION					
		I-4579	28 -5654316	REPAIRS & MAI EMRG REPAIR ON FRIDGE	076319	250.00
01-S[illegible]30	AT & T					
		I-201511128031	28 -5654315	TELEPHONE UTI PHONE EXP- ATM LINE @ EXPO	076213	84.80
01-S00726	STAPLES ADVANTAGE					
		I-1170211100146507	28 -5654202	OPERATING SUP EASEL-EVENT SIGNAGE	076328	149.99
		I-44151	28 -5654202	OPERATING SUP EASEL-EVENT SIGNAGE	076328	111.99
		I-44339	28 -5654202	OPERATING SUP EASEL-EVENT SIGNAGE	076328	111.99
01-U00020	UNITED STATES CELLULAR					
		I-201511048025	28 -5654315	TELEPHONE UTI CELL EXP-EXPO	076182	83.73
01-W00040	WALMART COMMUNITY BRC					
		I-002926	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	076341	139.92
		I-002928	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	076341	25.92
		I-02709	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	076341	176.40

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-(	) WALMART COMMUNITY BRC	continued				
		I-08152	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	076341	117.80
			FUND 28	SE EXPO CENTER	TOTAL:	10,163.17

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00581	AT&T					
		I-201511048022	29 -5324315	TELEPHONE UTI PHONE EXP- HOST CIRCUIT E911	076173	781.25
		I-201511048022	29 -5324315	TELEPHONE UTI PHONE EXP- HOST CIRCUIT E911 C	076173	198.00
01-A00743	ASSOC OF CENTRAL OK GOV					
		I-6945	29 -5324331	EMPLOYEE TRAV SAFETY TELECOMMUN CERTS	076237	79.00
01-C00146	CANADIAN VALLEY TELEPHO					
		I-201511128036	29 -5324315	TELEPHONE UTI PHONE EXP- 911 CTY TRUNK LINE	076206	113.36
01-C00856	CROSS TELEPHONE COMPANY					
		I-201511128034	29 -5324315	TELEPHONE UTI PHONE EXP- 911 CTY TRUNK LINE	076208	468.40
01-E00321	EVANS ENTERPRISES, INC.					
		I-1116159-PARTIAL PY	29 -5324402	TECHNOLOGY UP 911 BACKUP GENERATOR	076261	33,000.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201511128039	29 -5324212	FUEL EXPENSE FUEL EXP-E911	076263	92.79
01-I00110	IMPRESS OFFICE SUPPLY					
		I-15-00168	29 -5324202	OPERATING SUP OPERATING SUPPLIES	076275	12.00
01-J00435	JORDAN CARRIS AGENCY					
		I-15-00998/JONES	29 -5324202	OPERATING SUP NOTARY BOND FEE	076282	30.00
01-L00084	LANGUAGE LINE SERVICES					
		I-3713568	29 -5324202	OPERATING SUP TRANSLATION SVS-911 CALLS	076288	20.40
01-O00276	OKLA DEPT OF PUBLIC SAF					
		I-04-1606251	29 -5324308	CONTRACTED SE TELETYPE RENTAL FEE	076309	350.00
01-S00180	OKLA SECRETARY OF STATE					
		I-15-00997/JONES	29 -5324202	OPERATING SUP NOTARY FILING FEE	076320	10.00
		I-15-00999/JONES	29 -5324202	OPERATING SUP NEW NOTARY FEE	076321	25.00
01-	1 SECURITY BANK CARD CENT					
		I-201511128030	29 -5324331	EMPLOYEE TRAV E911 DEPT-TRAVEL/TRAINING EXP	076212	374.49
01-S00580	AT & T					
		I-201511048021	29 -5324315	TELEPHONE UTI TELEPHONE EXP- E911	076181	5,861.48
		I-201511048021	29 -5324315	TELEPHONE UTI TELEPHONE EXP- 911 WIRELESS	076181	228.36
		I-201511128031	29 -5324401	CAPITAL OUTLA PHONE EXP- EQUIP LEASE	076213	2,403.33
01-U00020	UNITED STATES CELLULAR					
		I-201511048025	29 -5324315	TELEPHONE UTI CELL EXP-E-911	076182	27.95
				FUND 29 E-911	TOTAL:	44,075.81

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201511128039	30 -5652212	FUEL EXPENSE FUEL EXP-ECON DEV	076263	45.68
01-J00008	J & L REVOCABLE TRUST					
		I-1501029	30 -5652350	BUSINESS DEVE 2ND OPTION-PROPERTY	076278	5,000.00
01-S00184	SECURITY BANK CARD CENT					
		I-201511128030	30 -5652331	EMPLOYEE TRAV L. ALSUP-TRAVEL EXP	076212	1,861.54
		I-201511128030	30 -5652350	BUSINESS DEVE L. ALSUP-BUSINESS DEV EXP	076212	182.59
		I-201511128030	30 -5652350	BUSINESS DEVE K. RIDENOUR-BUS DEV MTG EXP	076212	206.96
		I-201511128030	30 -5652331	EMPLOYEE TRAV K. RIDENOUR-TRAVEL & TRAINING	076212	2,600.64
01-T00231	THE SPECTRUM GROUP MEMB					
		I-10492	30 -5211361	LOBBYING SERV ECON DEV CONSULTANT FEES	076332	122.59
		I-10492	30 -5652340	MCAPP STRATEG ECON DEV CONSULTANT FEES	076332	18,665.56
				FUND 30 ECONOMIC DEVELOPMENT TOTAL:		28,685.56

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 32 GRANTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-T00010	T. H. ROGERS LUMBER CO.						
		C-510691CR	32 -5215224	ARCHERY PARK	ARCHERY PARK MATERIALS	076330	23.93-
		C-510719CR	32 -5215224	ARCHERY PARK	ARCHERY PARK MATERIALS	076330	16.73-
		C-511092CR	32 -5215224	ARCHERY PARK	ARCHERY PARK MATERIALS	076330	16.73-
		I-28317	32 -5215224	ARCHERY PARK	ARCHERY PARK MATERIALS	076330	570.46
		I-510495	32 -5215224	ARCHERY PARK	ARCHERY PARK MATERIALS	076330	1,714.30
		I-510626	32 -5215224	ARCHERY PARK	ARCHERY PARK SUPPLIES	076330	2,411.53
		I-510640	32 -5215224	ARCHERY PARK	ARCHERY PARK MATERIALS	076330	167.93
		I-510690	32 -5215224	ARCHERY PARK	ARCHERY PARK SUPPLIES	076330	85.13
		I-510855	32 -5215224	ARCHERY PARK	ARCHERY PARK SUPPLIES	076330	34.83
		I-510969	32 -5215224	ARCHERY PARK	ARCHERY PARK SUPPLIES	076330	151.20
		I-510991	32 -5215224	ARCHERY PARK	ARCHERY PARK SUPPLIES	076330	36.00
		I-510997	32 -5215224	ARCHERY PARK	ARCHERY PARK SUPPLIES	076330	115.20
		I-511343	32 -5215224	ARCHERY PARK	ARCHERY PARK SUPPLIES	076331	783.00
		I-511530	32 -5215224	ARCHERY PARK	ARCHERY PARK SUPPLIES	076331	167.93
				FUND 32	GRANTS & CONTRIBUTIONS	TOTAL:	6,180.12

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 35 FLEET MAINTENANCE

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00215 ADVANCE AUTO PARTS					
	I-8117530678037	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	076231	10.35
	I-8117530678060	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	076231	227.02
	I-8117530678061	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	076231	10.84
	I-8117530689125	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	076231	275.72
	I-8117530689133	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	076231	47.59
	I-8117530778096	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	076231	33.51
	I-8117530978186	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	076231	49.48
	I-8117531378267	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	076231	12.38
	I-811753148921 7	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	076231	15.82
	I-811753148926	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	076231	26.89
01-C00421 CHEMSEARCH					
	I-2104530	35 -5862203	REPAIRS & MAI DIESEL FUEL TREATMENT	076247	678.00
01-F00015 FLEETCOR TECHNOLOGIES					
	I-201511128039	35 -5862212	FUEL EXPENSE FUEL EXP-FLEET MAINT	076263	143.44
01-G00490 GRISSOM IMPLEMENT INC					
	I-517939	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	076272	15.72
	I-521559	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	076272	128.00
	I-524050	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	076272	31.20
01-J00310 JET TIRE SERVICE					
	I-114723	35 -5862203	REPAIRS & MAI MISC TIRE REPAIRS	076281	48.95
	I-114740	35 -5862203	REPAIRS & MAI MISC TIRE REPAIRS	076281	48.95
01-K00205 KIAMICHI AUTOMOTIVE WHO					
	I-011642	35 -5862203	REPAIRS & MAI MISC AUTO PARS FOR REP.	076285	6.30
	I-011852	35 -5862203	REPAIRS & MAI MISC AUTO PARS FOR REP.	076285	178.06
	I-011884	35 -5862203	REPAIRS & MAI MISC AUTO PARS FOR REP.	076285	30.16
	I-012112	35 -5862203	REPAIRS & MAI MISC AUTO PARS FOR REP.	076285	7.58
01-K00270 KIRBY-SMITH MACHINERY,					
	I-PS0147283	35 -5862203	REPAIRS & MAI REAR STEP FOR S-37	076286	797.30
01-N 71 FREEDOM FORD INC					
	I-167113	35 -5862203	REPAIRS & MAI MISC MAINT ITEMS	076298	42.95
	I-167213	35 -5862203	REPAIRS & MAI MISC MAINT ITEMS	076298	42.95
	I-167335	35 -5862203	REPAIRS & MAI MISC MAINT ITEMS	076298	29.91
01-O00075 O'REILLY AUTO PARTS					
	C-0230-330964CR	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076301	25.00-
	C-0230-331715CR	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076301	9.59-
	C-0230-332877 CR	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076301	4.99-
	C-0230-333042CR	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076301	10.25-
	I-0230-327544	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076301	108.80
	I-0230-328553	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076301	82.20
	I-0230-329414	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076301	21.14

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-	5 O'REILLY AUTO PARTS continued					
		I-0230-329511	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076301	6.99
		I-0230-329697	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076301	53.76
		I-0230-329698	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076301	65.70
		I-0230-329701	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076301	13.94
		I-0230-329771	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076301	16.66
		I-0230-329857	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076301	14.98
		I-0230-329934	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076301	14.06
		I-0230-330183	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076302	36.02
		I-0230-330190	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076302	103.29
		I-0230-330861	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076302	54.59
		I-0230-330891	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076302	90.08
		I-0230-330916	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076302	41.62
		I-0230-330950	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076302	30.58
		I-0230-331026	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076302	25.85
		I-0230-331424	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076302	55.25
		I-0230-331438	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076302	37.03
		I-0230-331542	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076302	187.33
		I-0230-331694	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076302	16.00
		I-0230-331719	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076302	64.99
		I-0230-331779	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076302	12.28
		I-0230-331819	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076303	26.96
		I-0230-332003	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076303	7.11
		I-0230-332049	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076303	82.20
		I-0230-332109	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076303	13.88
		I-0230-332169	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076303	47.01
		I-0230-332756	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076303	28.66
		I-0230-332769	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076303	129.46
		I-0230-332855	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076303	69.10
		I-0230-332857	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076303	9.98
		I-0230-333078	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076303	171.89
		I-0230-333593	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076303	158.38
01-O[illegible]22 OK TIRE						
		1-21970	35 -5862203	REPAIRS & MAI MISC TIRE REPAIRS	076306	10.00
01-S00184 SECURITY BANK CARD CENT						
		I-201511128030	35 -5862331	TRAVEL & TRAI ENG-TRAV/TRAIN- DEQ CTF CLASS	076212	303.74
01-S00384 SMITH DISTRIBUTING						
		I-829379	35 -5862203	REPAIRS & MAI CHAINSAW REPAIR PARTS	076326	805.36
01-U00020 UNITED STATES CELLULAR						
		I-201511048025	35 -5862315	TELEPHONE UTI CELL EXP-FLEET MAINTENANCE	076182	62.19

FUND 35 FLEET MAINTENANCE TOTAL: 5,968.30

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 36 WORKER'S COMPENSATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00629	MUTUAL ASSURANCE ADIMIN					
		I-201511	36 -5215315	THIRD PARTY A W/C ADMIN	076294	941.68
				FUND 36 WORKER'S COMPENSATION TOTAL:		941.68

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00210	ARTS ELECTRIC					
		I-004275	41 -5210480	CONTINGENCY ELECT FOR UB&C REMODEL	076236	280.00
		I-004277	41 -5210480	CONTINGENCY ELECT FOR UB&C REMODEL	076236	307.34
01-L00428	LOWE'S CREDIT SERVICES					
		I-01417	41 -5548401	CAPITAL IMPRO SUPPLIES FOR GENEALO	076290	80.62
		I-901534A	41 -5548401	CAPITAL IMPRO SUPPLIES FOR GENEALO	076290	15.92
		I-902698	41 -5548401	CAPITAL IMPRO SUPPLIES FOR GENEALO	076290	65.08
		I-97993	41 -5210480	CONTINGENCY FLOORING FOR UB&C OFFICE	076291	283.50
		I-97994	41 -5210480	CONTINGENCY FLOORING FOR UB&C OFFICE	076291	281.20
		I-97995	41 -5210480	CONTINGENCY FLOORING FOR UB&C OFFICE	076291	51.30
01-M00304	MESHEK & ASSOC., PLC					
		1-3372	41 -5871402	STORM WATER P CONSULTANT FEES-STM WTR	076292	6,325.50
		I-3387	41 -5865407	9TH & ILLINOI CONSULTANT FEE-ILLINOIS A	076292	1,128.00
01-N00271	FREEDOM FORD INC					
		I-2870	41 -5321401	CAPITAL OUTLA NEW POLICE UNIT	076298	39,811.85
01-N00347	MEHLBURGER BRAWLEY, INC					
		I-MCA-13-02-08	41 -5974403	20 INCH WATER CONSULT FEE-20" WTR LINE	076299	3,849.00
				FUND 41 CIP FUND	TOTAL:	52,479.31

PACKET : 13469 13471 13484
VENDOR SET: Mult
FUND : 44 TECHNOLOGY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00046	C D W GOVERNMENT, INC					
		I-BBF7846	44 -5225402	SOFTWARE & TE LAPTOP FOR NARC OFFICER	076244	407.97
01-S00726	STAPLES ADVANTAGE					
		I-8036524607	44 -5225402	SOFTWARE & TE MISC COMPUTER SUPPLIES	076329	94.98
		I-8036524607	44 -5225402	SOFTWARE & TE MISC COMPUTER SUPPLIES	076329	19.00
		I-8036633366	44 -5225402	SOFTWARE & TE MISC COMPUTER SUPPLIES	076329	40.48
		I-8036729749	44 -5225402	SOFTWARE & TE MISC COMPUTER SUPPLIES	076329	19.00
				FUND 44 TECHNOLOGY FUND	TOTAL:	581.43
					REPORT GRAND TOTAL:	601,377.49

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
2015-2016	01 -2100	CLEET PAYABLE (COURT)	5,878.65						
	01 -2101	AFIS PAYABLE - COURT	3,240.93						
	01 -2102	FORENSICS PAYABLE (COURT)	3,126.20						
	01 -2103	OBN PAYABLE (COURT)	85.00						
	01 -5210202	OPERATING SUPPLIES	75.00	2,500	1,884.29				
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	1,587.04	6,500	2,300.22				
	01 -5210480	CONTINGENCY	800.00	25,000	16,760.00				
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	424.36	5,500	3,425.61				
	01 -5212202	OPERATING SUPPLIES	146.00	850	352.88				
	01 -5212331	EMPLOYEE TRAVEL & TRAININ	258.96	3,070	2,392.14				
	01 -5214302	CONSULTANTS	1,044.20	115,000	76,025.00				
	01 -5215202	OPERATING SUPPLIES	2,332.17	30,000	3,771.58				
	01 -5215312	EQUIPMENT RENTALS	90.00	30,836	10,370.89				
	01 -5215313	ELECTRIC UTILITY	25,420.33	301,500	164,329.88				
	01 -5215314	GAS UTILITY	531.93	33,800	31,434.95				
	01 -5215315	TELEPHONE UTILITY	2,320.04	33,000	18,458.80				
	01 -5225212	FUEL EXPENSE	80.03	1,255	883.80				
	01 -5320202	OPERATING EXPENSE	91.48	3,000	1,664.32				
	01 -5320308	CONTRACTED SERVICES	45.00	3,500	3,020.00				
	01 -5320328	INTERNET SERVICE	98.56	1,500	1,007.20				
	01 -5321202	OPERATING SUPPLIES	116.94	12,500	10,354.55				
	01 -5321208	CANINE UNIT SUPPLIES	139.99	5,000	3,942.01				
	01 -5321212	FUEL EXPENSE	7,105.07	111,570	81,073.03				
	01 -5321308	CONTRACTED SERVICES	329.00	10,000	6,713.69				
	01 -5321325	FIRING RANGE	45.00	10,000	5,425.00				
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	60.00	9,500	7,593.85				
	01 -5322212	FUEL EXPENSE	315.29	3,895	2,738.71				
	01 -5324202	OPERATING SUPPLIES	65.00	1,000	575.01				
	01 -5431202	OPERATING SUPPLIES	272.21	18,000	12,146.65				
	01 -5431203	REPAIRS & MAINT SUPPLIES	49.30	8,500	5,380.37				
	01 -5431207	CLOTHING ALLOWANCE	1,523.49	23,025	10,500.54				
	01 -5431212	FUEL EXPENSE	1,261.88	18,100	12,900.61				
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	320.02	10,000	993.01				
	01 -5431339	VEHICLE/EQUIP. MAINTENANCE	1,168.75	50,000	1,263.43				
	01 -5432202	OPERATING SUPPLIES	714.41	28,000	16,245.34				
	01 -5432212	FUEL EXPENSE	1,124.17	13,474	9,776.87				
	01 -5432308	CONTRACTED SERVICES	5,388.21	54,500	36,339.27				
	01 -5432331	EMPLOYE TRAVEL & TRAINING	2,460.00	3,500	40.00				
	01 -5542203	REPAIRS & MAINT SUPPLIES	2,400.66	48,000	22,341.58				
	01 -5542212	FUEL EXPENSE	1,215.55	21,320	13,237.78				
	01 -5542308	CONTRACTED SERVICES	573.99	15,000	8,268.44				
	01 -5542328	INTERNET SERVICE	152.29	1,820	1,059.68				
	01 -5542331	EMPLOYEE TRAVEL & TRAININ	259.47	3,000	1,400.63				
	01 -5544202	OPERATING SUPPLIES	1,396.27	20,000	14,235.79				
	01 -5544203	REPAIRS & MAINTENANCE SUPP	1,258.98	16,000	8,191.93				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	01 -5544212	FUEL EXPENSE	142.01	2,870	1,946.85				
	01 -5544328	INTERNET SERVICE	52.05	1,360	1,099.67				
	01 -5547203	REPAIRS & MAINT SUPPLIES	116.52	11,000	5,820.59				
	01 -5547204	SMALL TOOLS	93.02	700	606.98				
	01 -5547212	FUEL EXPENSE	237.85	7,543	5,683.92				
	01 -5548203	REPAIRS & MAINTENANCE SUPP	1,738.44	53,270	30,245.90				
	01 -5548212	FUEL EXPENSE	211.80	4,660	3,641.12				
	01 -5548311	PARKING RENTAL	375.00	4,500	0.00				
	01 -5548316	REPAIRS & MAINTENANCE	2,501.00	22,000	4,833.77				
	01 -5548328	INTERNET SERVICE	75.95	982	602.25				
	01 -5652212	FUEL EXPENSE	341.42	3,525	2,410.46				
	01 -5652317	ADVERTISING & PRINTING	33.20	2,300	1,499.70				
	01 -5652336	FEES	260.00	1,800	994.75				
	01 -5653212	FUEL EXPENSE	62.10	805	522.59				
	01 -5653213	SAFETY EXPENSE	89.00	25,500	11,531.04				
	01 -5653215	AWARDS/NUC PROGRAM	12.97	9,500	1,072.19				
	01 -5653348	DRUG TESTING/PHYSICALS	248.00	8,000	3,465.25				
	01 -5865203	REPAIR & MAINT-TRAFFIC CON	2,182.15	49,500	39,812.57				
	01 -5865218	STREET REPAIRS & MAINTENAN	10,865.87	235,000	38,700.13				
	01 -5865328	INTERNET SERVICE	75.95	1,920	1,121.00				
	02 -2512	CBSA COLLECTION FEES	211.82						
	02 -5216202	OPERATING SUPPLIES	29.98	11,000	1,833.29				
	02 -5216212	FUEL EXPENSE	2,340.16	5,695	1,321.56				
	02 -5216316	REPAIRS & MAINTENANCE	6,852.00	7,000	148.00				
	02 -5267313	ELECTRIC UTILITY	35,014.96	396,500	240,019.10				
	02 -5267314	GAS UTILITY	84.41	8,000	7,369.51				
	02 -5267315	TELEPHONE UTILITY	6,710.75	85,000	45,266.37				
	02 -5267316	WATER UTILITY	14.30	275	203.24				
	02 -5864212	FUEL EXPENSE	43.99	5,676	2,093.17				
	02 -5866212	FUEL EXPENSE	700.60	8,065	5,713.03				
	02 -5866230	RECYCLING CENTER EXPENSE	100.00	2,300	600.00				
	02 -5866306	CONTRACTED REFUSE SERVICES	149,778.28	1,891,296	1,287,854.98				
	02 -5871212	FUEL EXPENSE	69.71	1,275	959.27				
	02 -5871302	CONSULTANTS	2,235.03	75,000	44,654.81				
	02 -5973203	REPAIRS & MAINT SUPPLIES	733.78	37,500	853.86				
	02 -5973212	FUEL EXPENSE	627.60	10,315	7,626.09				
	02 -5973302	CONSULTANTS (IND. PRETREAT	1,800.00	20,000	12,000.00				
	02 -5973304	LAB TESTING	7,510.66	32,100	17,178.90				
	02 -5973328	INTERNET SERVICE	70.60	824	471.95				
	02 -5974302	CONSULTANTS	106,514.00	1,219,976	687,406.00				
	02 -5975202	OPERATING SUPPLIES	640.54	2,700	1,725.24				
	02 -5975209	UTILITY MAINTENANCE SUPP.	1,756.97	60,000	6,294.80				
	02 -5975212	FUEL EXPENSE	1,765.53	28,025	20,990.46				
	02 -5975218	STREET REPAIRS & MAINTENAN	1,120.00	95,000	46,613.60				
	02 -5975331	EMPLOYEE TRAVEL & TRAININ	368.00	1,000	626.00				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	03 -5876203	REPAIRS & MAINT SUPPLIES	50.00	2,000	565.00				
	03 -5876212	FUEL EXPENSE	119.66	3,300	2,044.37				
	03 -5876313	ELECTRIC UTILITY	1,264.00	14,000	7,137.94				
	03 -5876315	TELEPHONE UTILITY	27.91	340	200.27				
	05 -5218313	ELECTRIC UTILITY	128.02	2,000	1,339.57				
	08 -5549212	FUEL EXPENSE	507.54	8,366	6,025.15				
	08 -5549308	CONTRACT SERVICES	589.23	15,500	9,059.41				
	08 -5549315	TELEPHONE UTILITY	83.73	3,800	2,315.64				
	09 -5864327	SUB TITLE D EXPENSE	8,590.19	80,000	39,256.28				
	11 -5220302	CONSULTANTS	13,642.50	38,020	20.00				
	27 -5655202	OPERATING SUPPLIES	35.73	2,500	1,623.61				
	27 -5655212	FUEL EXPENSE	31.99	485	246.94				
	27 -5655214	TOURISM EXPENSE	1,627.38	34,500	19,493.10				
	27 -5655315	TELEPHONE UTILITY	52.91	1,000	735.27				
	27 -5655318	PRINTING	1,152.50	18,000	10,785.50				
	27 -5655331	TRAVEL & TRAINING	199.03	3,500	2,702.63				
	28 -5654202	OPERATING SUPPLIES	373.97	2,500	1,745.83				
	28 -5654203	REPAIR & MAINT SUPPLIES	1,277.10	17,000	11,043.97				
	28 -5654210	CONCESSION SUPPLIES	1,161.60	17,000	8,895.20				
	28 -5654212	FUEL EXPENSE	158.68	1,450	979.74				
	28 -5654313	ELECTRIC UTILITY	6,397.40	60,000	31,544.22				
	28 -5654314	GAS UTILITY	60.89	32,000	31,796.75				
	28 -5654315	TELEPHONE UTILITY	168.53	2,000	1,156.50				
	28 -5654316	REPAIRS & MAINTENANCE	250.00	0	15,734.83-	Y			
	28 -5654349	COUNCIL PARTNERSHIP	315.00	15,000	12,055.00				
	29 -5324202	OPERATING SUPPLIES	97.40	5,000	3,715.02				
	29 -5324212	FUEL EXPENSE	92.79	1,449	1,274.30				
	29 -5324308	CONTRACTED SERVICES	350.00	54,629	50,029.00				
	29 -5324315	TELEPHONE UTILITY	7,678.80	66,500	26,057.97				
	29 -5324331	EMPLOYEE TRAVEL & TRAININ	453.49	4,500	1,065.91				
	29 -5324401	CAPITAL OUTLAY	2,403.33	113,900	26,883.35				
	29 -5324402	TECHNOLOGY UPGRADES	33,000.00	50,065	0.50				
	30 -5211361	LOBBYING SERVICES	122.59	24,000	0.00				
	30 -5652212	FUEL EXPENSE	45.68	3,700	3,378.71				
	30 -5652331	EMPLOYEE TRAVEL & TRAINING	4,462.18	22,500	14,557.34				
	30 -5652340	MCAPP STRATEGIC PLAN PROJE	18,665.56	260,000	0.00				
	30 -5652350	BUSINESS DEVELOPMENT EXPEN	5,389.55	24,600	16,397.60				
	32 -5215224	ARCHERY PARK GRANT EXPENSE	6,180.12	50,689	41,688.41				
	35 -5862203	REPAIRS & MAINTENANCE SUPP	5,458.93	240,000	131,405.69				
	35 -5862212	FUEL EXPENSE	143.44	3,386	2,554.66				
	35 -5862315	TELEPHONE UTILITY	62.19	750	438.65				
	35 -5862331	TRAVEL & TRAINING	303.74	1,400	1,007.26				
	36 -5215315	THIRD PARTY ADM FEES	941.68	11,300	944.68				
	41 -5210480	CONTINGENCY	1,203.34	79,129	32,697.81				
	41 -5321401	CAPITAL OUTLAY	39,811.85	160,448	13,578.11-	Y			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	41 -5548401	CAPITAL IMPROVEMENTS	161.62	50,000	5,053.96				
	41 -5865407	9TH & ILLINOIS DRAINAGE PR	1,128.00	271,336	9,261.39-	Y			
	41 -5871402	STORM WATER PROJECT	6,325.50	39,564	0.40-	Y			
	41 -5974403	20 INCH WATER LINE RELOCAT	3,849.00	622,584	164,119.00				
	44 -5225402	SOFTWARE & TECHNOLOGY UPDA	581.43	20,000	15,274.86				
	** 2015-2016 YEAR TOTALS **		601,377.49						

NO ERRORS

** END OF REPORT **

FUND	PERIOD	AMOUNT
01	11/2015	97,106.12
02	11/2015	327,093.67
03	11/2015	1,461.57
05	11/2015	128.02
08	11/2015	1,180.50
09	11/2015	8,590.19
11	11/2015	13,642.50
16	11/2015	0.00
24	11/2015	0.00
27	11/2015	3,099.54
28	11/2015	10,163.17
29	11/2015	44,075.81
30	11/2015	28,685.56
32	11/2015	6,180.12
33	11/2015	0.00
35	11/2015	5,968.30
36	11/2015	941.68
38	11/2015	0.00
41	11/2015	52,479.31
44	11/2015	581.43
		601,377.49
		601,377.49

SCHEDULE "D"

THE MCALESTER PUBLIC WORKS AUTHORITY

PAYMENT REQUISITION
SERIES 2014 PROJECT ACCOUNT
THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: November 16, 2015

Pursuant to the provisions the Series 1999 Revenue Bond Indenture dated as of May 1, 1999, as heretofore supplemented and amended by a Series 2002 Revenue Bond Indenture dated as of July 1, 2002, as supplemented and amended by a Series 2012 Supplemental Note Indenture dated as of December 1, 2012, as further supplemented and amended by a Series 2013 Supplemental Note Indenture dated as of June 1, 2013, and as further supplemented and amended by a Series 2014 Supplemental Note Indenture dated as of May 1, 2014 (collectively, the "Indenture"), all by and between The McAlester Public Works Authority and BancFirst, as Trustee, you are directed to pay Creditor from the Series 2014 Project Account within the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

Carstensen Contracting, Inc.	**800482036**
CREDITOR	TRUST NO.
P.O. Box 754 Pipestone, MN 56164	
MAILING ADDRESS	
Construction Services	Invoice: Payment # 6
ITEM	ITEM NO.

November 2, 2015	CIP # 4	$ 436,892.37
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.

2. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually

performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

3. That obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Construction Fund and has not been paid.

4. That there has not been filed with or served upon the Authority, notice of any lien, right to lien, or attachment upon, or claim affecting the right of any such persons, firms or corporations to receive payment of, the respective amounts stated in this requisition which has not been released or will not be released simultaneously with this payment.

5. That such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

THE MCALESTER PUBLIC WORKS AUTHORITY

Peter Stasiak

City Manager or Chairman

Date: November 16, 2015

Date Approved: _____

Date Paid: _____

_____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank
1 to Authority
1 to City

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 6

	Application Period: 9/26/15 To 10/31/15	Application Date: 11/2/2015		
To (Owner): City of McAlester	From (Contractor): Carstensen Contracting, Inc.	Via (Engineer): Miles Hunter, P.E.		
Project: Reconstruction of South Avenue	Contract: CIP 4	Original (Days): 268	Changed (Days): 146	Remaining (Days): 122
Owner's Contract No.:	Contractor's Project No.: 2008	Engineer's Project No.: #6005601		

Application for Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	$ -	$ -
3	$ -	$ -
4	$ 29,330.08	
5	$ 6,744.9$	
6	$ 51,706.00	
7	$ 10,942.26	
8	$ 5,644.89	
9	$ -	$ -
TOTALS	104368.18	-
NET CHANGE BY CHANGE ORDERS	104,368.18	

1. ORIGINAL CONTRACT PRICE		$ 2,942,585.20
2. Net change by Change Orders		$ 104,368.18
3. CURRENT CONTRACT PRICE (Line 1 ± 2)		$ 3,046,953.38
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Report)		$ 2,928,851.31
5. MATERIALS STORED ON HAND a. Paid This Estimate	$ -	$ -
b. Removed This Estimate		$ -
5. RETAINAGE:		
a. 5% x $ 2,928,851.31 Work Completed		$ 146,442.57
b. - x $ 300.00 Liquidated Damages		$ -
c. Total Retainage (Line 5a + Line 5b)		$ 146,442.57
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)		$ 2,782,408.74
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)		$ 2,345,516.37
8. AMOUNT DUE THIS APPLICATION		$ 436,892.37
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 Above)		$ 264,524.64

Payement of: $ 436,892.37
(Line 8 or other - attach explanation of other amount)

is recommended by: _____ (Engineer) 11/5/15 (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding Agency (If applicable) _____ (Date)

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progess payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against and such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____ Date: 11/5/15

Progress Estimate (LUMP SUM BIDS)

Contractor's Application

For (contract):	CIP 4	Application Number:	Pay Application #6
Application Period:	9/26/15 To 10/31/15	Application Date:	11/2/2015

A		B	Work Completed					G
ITEM		Scheduled Value	C	D	E	F		
Pay Item No.	Description		From Previous Application (C+D)	This Period	Materials Presently	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
	South Ave - Roadway							
1	Clearing and Grubbing	$ 6,871.00	$ 6,871.00		$ -	$ 6,871.00	1.00	$ -
4	Type A Salvaged Topsoil	$ 15,577.00	$ 15,577.00		$ -	$ 15,577.00	1.00	$ -
42	Removal of Structures & Obstructions	$ 14,984.00	$ 14,984.00		$ -	$ 14,984.00	1.00	$ -
55	Construction Traffic Control	$ 6,329.00	$ 6,329.00		$ -	$ 6,329.00	1.00	$ -
56	Traffic Items	$ 18,100.00	$ 2,715.00		$ -	$ 2,715.00	0.15	$ 15,385.00
52	SWPPP Documentation and Management	$ 8,745.00	$ 8,745.00		$ -	$ 8,745.00	1.00	$ -
54	Mobilization	$ 76,395.00	$ 76,395.00		$ -	$ 76,395.00	1.00	$ -
57	Construction Staking Level II	$ 27,495.00	$ 27,495.00		$ -	$ 27,495.00	1.00	$ -
	South Ave - Water							
105	CLSM Backfill - Fill Existing Waterline	$ 28,905.00	$ 28,905.00		$ -	$ 28,905.00	1.00	$ -
106	Hydrostatic Pressure Testing & Disinfection	$ 11,757.00	$ 11,757.00		$ -	$ 11,757.00	1.00	$ -
107	3"Master Meter Vault For Putterbaugh School	$ 26,237.00	$ 26,237.00		$ -	$ 26,237.00	1.00	$ -
108	3"Master Meter Vault For Will Rogers School	$ 26,155.00	$ 26,155.00		$ -	$ 26,155.00	1.00	$ -
109	Remove Exist Master Meter Vault For Putterbaugh School	$ 3,940.00	$ 3,940.00		$ -	$ 3,940.00	1.00	$ -
110	Remove Exist Master Meter Vault For Will Rogers School	$ 3,940.00	$ 3,940.00		$ -	$ 3,940.00	1.00	$ -
	South Ave - Sewer							
111	CLSM Backfill - Fill Existing Waterline	$ 8,163.00	$ 8,163.00		$ -	$ 8,163.00	1.00	$ -
122	Leakage Test(Sanitary Sewer Manholes)(By Neg.Pres.(vacuum))	$ 1,550.00	$ 1,550.00		$ -	$ 1,550.00	1.00	$ -
123	Deflection & Leakage Test (Sanitary Sewer Mains)	$ 3,055.00	$ 3,055.00		$ -	$ 3,055.00	1.00	$ -
		$ 288,198.00				272,813.00		

Total This Estimate	$ -

To Finish Lump Sum Items	$ 15,385.00

EJCDC No. C-620 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate (South Ave Roadway) **Contractor's Application**

For (Contract): CIP 4 | Application Number: Pay Application #6

Application Period: 9/26/15 To 10/31/15 | Application Date: 11/2/2015

A				B		C	D	E	F		G
ITEM											
Specification Section No.	Description	Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D+E)	Total $ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)
2	Unclassified Excavation	1,770.00	CY	$ 12.00	$ 60,470.00	1,770.00	$ 60,470.00	-	1,770.00	60,470.00	100%	$ -
3	Embankments	31.00	CY	$ 14.00	$ 434.00	31.00	$ 434.00	-	31.00	434.00	100%	$ -
5	Temporary Silt Fence	4,062.00	LF	$ 2.70	$ 10,967.40	4,062.00	$ 10,967.40	-	4,062.00	10,967.40	100%	$ -
6	Temporary Sediment Filter	7.00	EA.	$ 150.00	$ 1,050.00	7.00	$ 1,050.00	-	7.00	1,050.00	100%	$ -
7	DI "J" Temporary Inlet Sediment Filter	56.00	EA.	$ 150.00	$ 8,400.00	56.00	$ 8,400.00	-	56.00	8,400.00	100%	$ -
8	Solid Slab Sodding	2,912.00	SY	$ 4.75	$ 13,832.00	2,300.00	$ 10,925.00	-	2,300.00	10,925.00	79%	$ 2,907.00
9	Vegetative Mulching	1.00	AC	$ 2,250.00	$ 2,250.00		$ -	-	-	-	0%	$ 2,250.00
10	Mowing	1.00	AC	$ 1,000.00	$ 1,000.00		$ -	-	-	-	0%	$ 1,000.00
11	Aggregate Base Type A	1,826.00	CY	$ 67.00	$ 122,342.00	1,826.00	$ 122,543.00	-	1,826.00	122,543.00	97%	$ 3,819.00
12	Lime	-	TON	$ 165.00	$ -	0.00	$ -	-	-	-	#DIV/0!	$ -
12A	Stabilized Subgrade	11,306.00	SY	$ 3.50	$ 39,571.00	11,306.00	$ 39,571.00	-	11,306.00	39,571.00	100%	$ -
13	Lime Stabilized Subgrade	5,056.38	SY	$ 6.50	$ 32,866.47	0.00	$ -	-	-	-	0%	$ 32,866.47
13A	Subgrade Method B	11,306.00	SY	$ 5.50	$ 62,183.00	11,306.00	$ 62,183.00	-	11,306.00	62,183.00	100%	$ -
14	Separator Fabric	11,062.00	SY	$ 1.50	$ 16,593.00	11,062.00	$ 16,593.00	-	11,062.00	16,593.00	100%	$ -
15	Tack Coat	210.00	GAL	$ 8.40	$ 1,764.00	210.00	$ 1,764.00	-	210.00	1,764.00	100%	$ -
16	Prime Coat	2,416.00	GAL	$ 8.40	$ 20,294.40	2,416.00	$ 20,294.40	-	2,416.00	20,294.40	100%	$ -
17	Superpave, Type SMP(SM-2) (50)	320.00	TON	$ 245.00	$ 78,400.00	320.00	$ 78,400.00	-	320.00	78,400.00	100%	$ -
18	Superpave, Type SMP(SM-2) (50)	160.00	TON	$ 245.00	$ 39,200.00	160.00	$ 39,200.00	-	160.00	39,200.00	100%	$ -
19	Dowel Jointed P.C. Concrete Pavement Placement	8,834.00	SY	$ 28.60	$ 252,692.40	8,472.00	$ 242,299.20	-	8,472.00	242,299.20	96%	$ 9,785.20
20	P.C. Concrete For Placement	1,949.00	CY	$ 118.00	$ 230,042.00	1,890.00	$ 223,374.00	-	1,890.00	223,374.00	96%	$ 6,668.00
21	Handrailing	200.00	LF	$ 68.00	$ 13,600.00	200.00	$ 13,600.00	-	200.00	13,600.00	100%	$ -
22	4'x4'Precast Reinforced Concrete Box	985.00	LF	$ 376.00	$ 370,360.00	985.00	$ 370,360.00	-	985.00	370,360.00	100%	$ -
23	6'x3'Precast Reinforced Concrete Box	365.00	LF	$ 250.00	$ 91,250.00	365.00	$ 91,250.00	-	365.00	91,250.00	100%	$ -
24	Class C Concrete	9.00	CY	$ 120.00	$ 1,080.00	9.00	$ 1,080.00	-	9.00	1,080.00	100%	$ -
25	Concrete Curb (6" Barrier-Integral)	4,144.00	CY	$ 36.00	$ 149,184.00	3,944.00	$ 141,984.00	-	3,944.00	141,984.00	95%	$ 7,200.00
26	4" Concrete Sidewalk	1,375.00	SY	$ 76.00	$ 104,500.00	1,215.00	$ 92,340.00	-	1,215.00	92,340.00	90%	$ 4,636.00
27	6" Concrete Driveway	165.00	SY	$ 74.00	$ 12,210.00	165.00	$ 12,210.00	-	165.00	12,210.00	100%	$ -
28	Textile Warning Device-New	410.00	SF	$ 72.00	$ 29,520.00	384.00	$ 27,792.00	-	384.00	27,792.00	94%	$ 1,728.00
29	Inlet C Des.208	7.00	EA	$ 4,505.00	$ 31,535.00	7.00	$ 31,535.00	-	7.00	31,535.00	100%	$ -
30	Inlet W.R.NE Jct. Box,D.Des. 208	5.00	EA	$ 14,514.00	$ 72,570.00	5.00	$ 72,570.00	-	5.00	72,570.00	100%	$ -
31	Inlet W.R.NE Jct. Box,D.Des. 208	5.00	EA	$ 15,344.00	$ 76,720.00	5.00	$ 76,720.00	-	5.00	76,720.00	100%	$ -
32	DI, Quad Grate Trench Inlet Special	1.00	EA	$ 5,558.00	$ 5,558.00	1.00	$ 5,558.00	-	1.00	5,558.00	100%	$ -
33	Aeration Boxes	405.00	CF	$ 75.00	$ 30,375.00	405.00	$ 30,375.00	-	405.00	30,375.00	100%	$ -
34	Convert To Existing Manhole	2.00	EA	$ 1,896.00	$ 3,792.00	2.00	$ 3,792.00	-	2.00	3,792.00	100%	$ -
35	18"R.C.Pipe Class III	38.00	LF	$ 66.50	$ 2,527.00	38.00	$ 2,527.00	-	38.00	2,527.00	100%	$ -
36	24"R.C.Pipe Class III	354.00	LF	$ 83.00	$ 29,382.00	354.00	$ 29,382.00	-	354.00	29,382.00	100%	$ -
37	30"R.C.Pipe Class III	81.00	LF	$ 87.00	$ 7,047.00	81.00	$ 7,047.00	-	81.00	7,047.00	100%	$ -
38	36"R.C.Pipe Class III	62.00	LF	$ 116.00	$ 7,192.00	62.00	$ 7,192.00	-	62.00	7,192.00	100%	$ -
39	48"R.C.Pipe Class III	183.00	LF	$ 260.00	$ 47,580.00	183.00	$ 47,580.00	-	183.00	47,580.00	100%	$ -
40	18" Prefab.Culvert End Section, Round	1.00	EA	$ 1,175.00	$ 1,175.00	1.00	$ 1,175.00	-	1.00	1,175.00	100%	$ -
41	24" Prefab.Culvert End Section, Round	3.00	EA	$ 1,334.00	$ 4,002.00	3.00	$ 4,002.00	-	3.00	4,002.00	100%	$ -
42	Removal Of Concrete Pavement	7,094.00	SY	$ 7.50	$ 53,205.00	7,094.00	$ 53,205.00	-	7,094.00	53,205.00	100%	$ -
43	Removal Of Asphalt Pavement	2,523.00	SY	$ 5.00	$ 12,615.00	2,523.00	$ 12,615.00	-	2,523.00	12,615.00	100%	$ -
44	Removal Of Sidewalk	1,861.00	SY	$ 9.00	$ 17,559.00	1,861.00	$ 17,559.00	-	1,861.00	17,559.00	100%	$ -
45	Sawing Pavement	770.00	LF	$ 2.70	$ 2,079.00	770.00	$ 2,079.00	-	770.00	2,079.00	100%	$ -
47	Curb-Style CU (6" High, Class A)	575.00	LF	$ 19.00	$ 10,887.00	575.00	$ 10,887.00	-	575.00	10,887.00	100%	$ -
48	Grate-Style CU (6" High x 8' Long)	1.00	EA	$ 1,000.00	$ 1,000.00	1.00	$ 1,000.00	-	1.00	1,000.00	100%	$ -
49	Grate-Style CU (6" High x 16' Long)	4.00	EA	$ 1,624.00	$ 6,496.00	4.00	$ 6,496.00	-	4.00	6,496.00	100%	$ -
50	Remove And Reconstruct Fence	850.00	LF	$ 3.94	$ 3,779.00	850.00	$ 3,779.00	-	850.00	3,779.00	100%	$ -
51	DU Remove And Reset Light Pole	1.00	EA	$ 3,280.00	$ 3,280.00	1.00	$ 3,280.00	-	1.00	3,280.00	100%	$ -
53	Field Office	1.00	EA	$ 10,700.00	$ 10,700.00	1.00	$ 10,700.00	-	1.00	10,700.00	100%	$ -
CO-001	Stabilize Access path with 8" rock	1.00	LS	$ 40,050.00	$ 40,050.00	1.00	$ 40,050.00	-	1.00	40,050.00	100%	$ -
CO-002	Core Drill 3 manholes	-	EA		$ -		$ -	-	-	-	#DIV/0!	$ -
CO-003	Additional Sanitary Sewer	1.00	LS	$ 22,487.10	$ 22,487.10	1.00	$ 22,487.10	-	1.00	22,487.10	100%	$ -
CO-004	Additional Sanitary Sewer for School	1.00	LS	$ 29,330.08	$ 29,330.08	1.00	$ 29,330.08	-	1.00	29,330.08	100%	$ -
CO-005	Additional Sanitary Sewer Services	1.00	LS	$ 6,744.95	$ 6,744.95	1.00	$ 6,744.95	-	1.00	6,744.95	100%	$ -
CO-007	Concrete Retaining Wall	1.00	LS	$ 10,842.26	$ 10,842.26	1.00	$ 10,842.26	-	1.00	10,842.26	100%	$ -
CO-008	Trench Drain Support	1.00	LS	$ 1,544.80	$ 1,544.80							
CO-009	Stabilize road with 8" rock	1.00	LS	$ 15,824.52	$ 15,824.52							
					$ -		$ -	-	-	-	#DIV/0!	$ -
					$ 2,325,484.31					2,250,484.31		$ 75,155.67

Total This Estimate $ 2,250,484.31

To Finish Unit Price Items $ 75,155.67

EJCDC No. C-620 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate (S.AVE Water)

Contractor's Application

For (contract): CIP 4

Application Number: Pay Application #6

Application Period: 9/26/15 To 10/31/15

Application Date: 11/2/2015

A				B		C	D	E	F			G
ITEM												
Specification Section No.	Description	Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	Total $ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)
73	Unclassified Excavation	1,050.00	CY	$ 14.60	$ 15,330.00	1,050.00	$ 15,330.00	-	1,050.00	15,330.00	100%	$ -
74	6" PolyVinyl Chloride (PVC) Pipe	2,185.00	LF	$ 44.50	$ 97,232.50	2,185.00	$ 97,232.50	-	2,185.00	97,232.50	100%	$ -
75	5" PolyVinyl Chloride (PVC) Pipe	150.00	LF	$ 36.60	$ 5,490.00	150.00	$ 5,490.00	-	150.00	5,490.00	100%	$ -
76	4" PolyVinyl Chloride (PVC) Pipe	50.00	LF	$ 33.00	$ 1,650.00	50.00	$ 1,650.00	-	50.00	1,650.00	100%	$ -
77	3" PolyVinyl Chloride (PVC) Pipe	50.00	LF	$ 31.50	$ 1,575.00	50.00	$ 1,575.00	-	50.00	1,575.00	100%	$ -
78	Fire Hydrant and Assembly R.J.	5.00	EA	$ 3,343.00	$ 16,715.00	5.00	$ 16,715.00	-	5.00	16,715.00	100%	$ -
79	8" Gate Valve R.J.	16.00	EA	$ 1,889.00	$ 30,224.00	16.00	$ 30,224.00	-	16.00	30,224.00	100%	$ -
80	6" Gate Valve R.J.	9.00	EA	$ 1,273.00	$ 11,457.00	9.00	$ 11,457.00	-	9.00	11,457.00	100%	$ -
81	4" Gate Valve R.J.	2.00	EA	$ 837.00	$ 1,674.00	2.00	$ 1,674.00	-	2.00	1,674.00	100%	$ -
82	Standard Valve Box	24.00	EA	$ 164.00	$ 3,936.00	24.00	$ 3,936.00	-	24.00	3,936.00	100%	$ -
83	8" Solid Sleeve R.J.	2.00	EA	$ 415.00	$ 830.00	2.00	$ 830.00	-	2.00	830.00	100%	$ -
84	6" Solid Sleeve R.J.	5.00	EA	$ 321.00	$ 1,605.00	5.00	$ 1,605.00	-	5.00	1,605.00	100%	$ -
85	4" Solid Sleeve R.J.	3.00	EA	$ 272.50	$ 817.50	3.00	$ 817.50	-	3.00	817.50	100%	$ -
86	3" Solid Sleeve (Coupling) R.J.	6.00	EA	$ 262.00	$ 1,572.00	6.00	$ 1,572.00	-	6.00	1,572.00	100%	$ -
87	8" 45 Fitting R.J.	16.00	EA	$ 624.00	$ 9,984.00	16.00	$ 9,984.00	-	16.00	9,984.00	100%	$ -
88	8" 45 Fitting (Vertical) R.J.	25.00	EA	$ 943.00	$ 23,575.00	25.00	$ 23,575.00	-	25.00	23,575.00	100%	$ -
89	6" 45 Fitting R.J.	6.00	EA	$ 332.00	$ 1,992.00	6.00	$ 1,992.00	-	6.00	1,992.00	100%	$ -
90	6" 45 Fitting (Vertical) R.J.	17.00	EA	$ 527.00	$ 8,959.00	17.00	$ 8,959.00	-	17.00	8,959.00	100%	$ -
91	4" 45 Fitting (Vertical) R.J.	3.00	EA	$ 406.00	$ 1,218.00	3.00	$ 1,218.00	-	3.00	1,218.00	100%	$ -
92	3" 45 Fitting R.J.	4.00	EA	$ 247.00	$ 988.00	4.00	$ 988.00	-	4.00	988.00	100%	$ -
93	8" 22 1/2" Fitting R.J.	2.00	EA	$ 622.00	$ 1,244.00	2.00	$ 1,244.00	-	2.00	1,244.00	100%	$ -
94	8" 11 1/4" Fitting R.J.	4.00	EA	$ 400.00	$ 1,600.00	4.00	$ 1,600.00	-	4.00	1,600.00	100%	$ -
95	8" x 6" Reducing Fitting R.J.	5.00	EA	$ 478.00	$ 2,390.00	5.00	$ 2,390.00	-	5.00	2,390.00	100%	$ -
96	8" x 4" Reducing Fitting R.J.	2.00	EA	$ 459.00	$ 918.00	2.00	$ 918.00	-	2.00	918.00	100%	$ -
97	4" x 3" Reducing Fitting R.J.	2.00	EA	$ 338.00	$ 676.00	2.00	$ 676.00	-	2.00	676.00	100%	$ -
98	8"x8"x8" TEE R.J.	10.00	EA	$ 963.00	$ 9,630.00	10.00	$ 9,630.00	-	10.00	9,630.00	100%	$ -
99	8"x8"x6" TEE R.J.	6.00	EA	$ 916.00	$ 5,496.00	6.00	$ 5,496.00	-	6.00	5,496.00	100%	$ -
100	8"x8"x4" TEE R.J.	2.00	EA	$ 812.00	$ 1,624.00	2.00	$ 1,624.00	-	2.00	1,624.00	100%	$ -
101	8" Plug R.J.	3.00	EA	$ 320.00	$ 960.00	3.00	$ 960.00	-	3.00	960.00	100%	$ -
102	5/8"x3/4" Water ServiceConnection(Short)8"x1"	11.00	EA	$ 1,246.00	$ 13,706.00	11.00	$ 13,706.00	-	11.00	13,706.00	100%	$ -
103	5/8"x3/4" Water ServiceConnection(Long)8"x1"	10.00	EA	$ 1,549.00	$ 15,490.00	10.00	$ 15,490.00	-	10.00	15,490.00	100%	$ -
104	2" Water ServiceConnection(Short)8"x2"	1.00	EA	$ 3,170.00	$ 3,170.00	1.00	$ 3,170.00	-	1.00	3,170.00	100%	$ -
					$ 293,728.00					293,728.00		$ -

Total This Estimate	$ 293,728.00

To Finish Unit Price Items	$ -

EJCDC No. C-620 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate (S. AVE Sewer)

Contractor's Application

For (contract): CIP 4

Application Period: 9/26/15 To 10/31/15

Application Number: Pay Application #6

Application Date: 11/2/2015

A				B		C	D	E	F			G
ITEM												
Specification Section No.	Description	Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	Total $ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)
111	Unclassified Excavation	700.00	CY	$ 9.74	$ 6,818.00	700.00	$ 6,818.00	-	700.00	6,818.00	100%	$ -
113	10" PolyVinyl Chloride (PVC) Pipe (Sewer Main)	710.00	LF	$ 44.00	$ 31,240.00	710.00	$ 31,240.00	-	710.00	31,240.00	100%	$ -
114	8" PolyVinyl Chloride (PVC) Pipe (Sewer Main)	335.00	LF	$ 39.00	$ 13,065.00	335.00	$ 13,065.00	-	335.00	13,065.00	100%	$ -
115	Manhole (4' Dia) Standard	10.00	EA	$ 3,241.00	$ 32,410.00	10.00	$ 32,410.00	-	10.00	32,410.00	100%	$ -
116	Add'l Depth in MH (4' Diameter)	15.00	VF	$ 225.00	$ 3,375.00	15.00	$ 3,375.00	-	15.00	3,375.00	100%	$ -
117	Sanitary Sewer Service Connection (10"x4")	12.00	EA	$ 385.00	$ 4,620.00	12.00	$ 4,620.00	-	12.00	4,620.00	100%	$ -
118	Sanitary Sewer Service Connection (8"x4")	4.00	EA	$ 262.00	$ 1,048.00	4.00	$ 1,048.00	-	4.00	1,048.00	100%	$ -
119	4" PolyVinyl Chloride (PVC)Pipe (Sewer Service Line)	550.00	LF	$ 35.00	$ 19,250.00	550.00	$ 19,250.00	-	550.00	19,250.00	100%	$ -
120	(P1)Video Inspection of Conduit (Pre-Const)	1,045.00	LF	$ 3.00	$ 3,135.00	0.00	$ -	-	-	-	0%	$ 3,135.00
121	(P1)Video Inspection of Conduit (Post-Const)	1,045.00	LF	$ 3.00	$ 3,135.00	0.00	$ -	-	-	-	0%	$ 3,135.00
					$ -					-		$ -
					$ 118,096.00					111,826.00		$ 6,270.00

Total This Estimate	$ 111,826.00

To Finish Unit Price Items	$ 6,270.00

EJCDC No. C-620 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

SCHEDULE "D"

THE MCALESTER PUBLIC WORKS AUTHORITY

PAYMENT REQUISITION
SERIES 2014 PROJECT ACCOUNT
THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: November 16, 2015

Pursuant to the provisions the Series 1999 Revenue Bond Indenture dated as of May 1, 1999, as heretofore supplemented and amended by a Series 2002 Revenue Bond Indenture dated as of July 1, 2002, as supplemented and amended by a Series 2012 Supplemental Note Indenture dated as of December 1, 2012, as further supplemented and amended by a Series 2013 Supplemental Note Indenture dated as of June 1, 2013, and as further supplemented and amended by a Series 2014 Supplemental Note Indenture dated as of May 1, 2014 (collectively, the "Indenture"), all by and between The McAlester Public Works Authority and BancFirst, as Trustee, you are directed to pay Creditor from the Series 2014 Project Account within the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

Carstensen Contracting, Inc.	**800482036**
CREDITOR	TRUST NO.
P.O. Box 754 Pipestone, MN 56164	
MAILING ADDRESS	
Construction Services	Invoice: Payment # 2
ITEM	ITEM NO.

November 2, 2015	CIP # 4 A	$ 360,467.88
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.

2. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually

performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

3. That obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Construction Fund and has not been paid.

4. That there has not been filed with or served upon the Authority, notice of any lien, right to lien, or attachment upon, or claim affecting the right of any such persons, firms or corporations to receive payment of, the respective amounts stated in this requisition which has not been released or will not be released simultaneously with this payment.

5. That such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

THE MCALESTER PUBLIC WORKS AUTHORITY

_____
City Manager or Chairman

Date: November 16, 2015

Date Approved: _____

Date Paid: _____

_____
Authorized Officer

Submit in triplicate:

1 to Trustee Bank
1 to Authority
1 to City

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 2

	Application Period: 9/28/15 to 10/31/15	Application Date: 11/2/2015	
To (Owner): City of McAlester	From (Contractor): Carstensen Contracting, Inc.	Via (Engineer): Miles Hunter, P.E.	
Project: Reconstruction of South Avenue	Contract: CIP 4A - 6th	Original (Days): 197	Changed (Days): 0 / Remaining (Days): 197
Owner's Contract No.:	Contractor's Project No.: 15202	Engineer's Project No.: #6005601	

Application for Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	15430.2	
2	11556.93	
TOTALS	26987.13	-
NET CHANGE BY CHANGE ORDERS	26,987.13	

1. ORIGINAL CONTRACT PRICE		$ 1,083,261.40
2. Net change by Change Orders		$ 26,987.13
3. CURRENT CONTRACT PRICE (Line 1 ± 2)		$ 1,110,248.53
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Report)		$ 481,690.08
5. MATERIALS STORED ON HAND a. Paid This Estimate	$ -	$ -
b. Removed This Estimate		$ -
5. RETAINAGE:		
a. 5% x $ 481,690.08 Work Completed		$ 24,084.50
b. - x $ 300.00 Liquidated Damages		$ -
c. Total Retainage (Line 5a + Line 5b)		$ 24,084.50
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)		$ 457,605.58
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)		$ 97,137.70
8. AMOUNT DUE THIS APPLICATION		$ 360,467.88
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 Above)		$ 652,642.95

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progess payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against and such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Josh Dale Date: 11/2/15

Payement of: $ 360,467.88 (Line 8 or other - attach explanation of other amount)

is recommended by: (Engineer) 11/3/15 (Date)

Payment of: $ (Line 8 or other - attach explanation of other amount)

is approved by: (Owner) (Date)

Approved by: Funding Agency (if applicable) (Date)

EJCDC No. C-620 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate (6 th St LUMP SUM BIDS)

Contractor's Application

For (contract):	CIP 4-6th	Application Number:	Pay Application # 2
Application Period:	September 28, 15 to October 31, 2015	Application Date:	11/2/2015

A		B	Work Completed					
ITEM			C	D	E	F		G
Pay Item No.	Description	Scheduled Value	From Previous Application (C+D)	This Period	Materials Presently	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
	6th Street - Roadway							
1	Clearing and Grubbing	$ 3,436.00	$ 687.20	$ 2,748.80	$ -	$ 3,436.00	1.00	$ -
4	Type A Salvaged Topsoil	$ 6,228.00	$ 1,245.60	$ 4,982.40	$ -	$ 6,228.00	1.00	$ -
35	Removal of Structures & Obstructions	$ 8,044.00	$ -	$ 8,044.00	$ -	$ 8,044.00	1.00	$ -
44	Construction Traffic Control	$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -
44A	Construction Traffic Control	$ 2,818.00	$ 704.50	$ 704.50	$ -	$ 1,409.00	0.50	$ 1,409.00
45	Traffic Items	$ 12,844.00	$ -	$ -	$ -	$ -	0.00	$ 12,844.00
41	SWPPP Documentation and Management	$ 3,498.00	$ 874.50	$ 874.50	$ -	$ 1,749.00	0.50	$ 1,749.00
43	Mobilization	$ 30,558.00	$ 30,558.00		$ -	$ 30,558.00	1.00	$ -
46	Construction Staking Level II	$ 10,998.00	$ 2,199.60	$ 5,499.00	$ -	$ 7,698.60	0.70	$ 3,299.40
	6th Street - Water							
88	CLSM BACKFILL-FILL EXISTING LINE	$ 10,204.60		$ 10,204.60	$ -	$ 10,204.60	1.00	$ -
89	Hydrostatic Pressure Testing & Disinfection	$ 5,866.00	$ -	$ -	$ -	$ -	0.00	$ 5,866.00
	A Street - Sewer							
91	CLSM BACKFILL-FILL SEWER EXISTING LINE	$ 4,638.00		$ 4,638.00	$ -	$ 4,638.00	1.00	$ -
103	LEAKAGE TEST(SANITARY SEWER MANHOLES)BY NEGATIVE PRESSURE (VACUUM)	$ 765.00	$ -	$ 765.00	$ -	$ 765.00	1.00	$ -
104	Deflection & Leakage Test (Sanitary Sewer Mains)	$ 1,623.00	$ -	$ 1,623.00	$ -	$ 1,623.00	1.00	$ -
		$ 101,520.60				76,353.20		$ 25,167.40

Total This Estimate	$ 40,083.80	To Finish Lump Sum Items	$ 25,167.40

EJCDC No. C-620 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate (6th St Roadway) **Contractor's Application**

For (contract): CIP 4 - 6th

Application Number: Pay Application #2

Application Period: September 28, 15 to October 31, 2015

Application Date: 11/2/2015

A				B		C	D	E	F			G
ITEM												
Specification Section No.	Description	Bid Quantity	Unit	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	Total $ Completed and Stored to date	% (F/B)	Balance to Finish (B - F)
2	Unclassified Excavation	2,492.00	CY	$ 12.00	$ 29,904.00	2,270.00	$ 27,240.00	-	2,270.00	$ 27,240.00	91%	$ 2,664.00
3	Embankments	20.00	CY	$ 14.00	$ 280.00	20.00	$ 280.00	-	20.00	280.00	100%	$ -
5	Temporary Silt Fence	1,136.00	LF	$ 2.70	$ 3,067.20	1,136.00	$ 3,067.20	-	1,136.00	3,067.20	100%	$ -
6	Temporary Sediment Filter	1.00	EA.	$ 150.00	$ 150.00	1.00	$ 150.00	-	1.00	150.00	100%	$ -
7	(PU)Temporary Inlet Sediment Filter	16.00	EA.	$ 150.00	$ 2,400.00	16.00	$ 2,400.00	-	16.00	2,400.00	100%	$ -
8	Solid Slab Sodding	2,422.00	SY	$ 4.50	$ 10,899.00	0.00	$ -	-	-	-	0%	$ 10,899.00
9	Vegatative Mulching	0.51	AC	$ 2,250.00	$ 1,147.50	0.00	$ -	-	-	-	0%	$ 1,147.50
10	Mowing	0.51	AC	$ 1,000.00	$ 510.00	0.00	$ -	-	-	-	0%	$ 510.00
11	Aggregate Base Type 'A'	582.00	CY	$ 68.00	$ 39,576.00	0.00	$ -	-	-	-	0%	$ 39,576.00
12	Lime	57.00	TON	$ 191.00	$ 10,887.00	0.00	$ -	-	-	-	0%	$ 10,887.00
12A	Stabilized Subgrade	3,487.00	SY	$ 3.50	$ 12,204.50	0.00	$ -	-	-	-	0%	$ 12,204.50
13	Lime Stabilized Subgrade	3,487.00	SY	$ 6.50	$ 22,665.50	0.00	$ -	-	-	-	0%	$ 22,665.50
13A	Subgrade Method B	3,487.00	SY	$ 5.50	$ 19,178.50	0.00	$ -	-	-	-	0%	$ 19,178.50
14	Separator Fabric	3,987.00	SY	$ 1.55	$ 6,179.85	0.00	$ -	-	-	-	0%	$ 6,179.85
15	Prime Coat	873.00	GAL	$ 8.40	$ 7,333.20	0.00	$ -	-	-	-	0%	$ 7,333.20
16	Dowel Jointed P.C.C.P. (Placement)	3,124.00	SY	$ 34.00	$ 106,216.00	0.00	$ -	-	-	-	0%	$ 106,216.00
17	P.C. for Pavement	700.00	CY	$ 118.00	$ 82,600.00	0.00	$ -	-	-	-	0%	$ 82,600.00
18	Handrailing	50.00	LF	$ 65.00	$ 3,250.00	0.00	$ -	-	-	-	0%	$ 3,250.00
19	5'x3'Precast Reinforced Concrete Box	596.00	LF	$ 381.00	$ 227,076.00	348.00	$ 132,588.00	-	348.00	132,588.00	58%	$ 94,488.00
20	4'x3'Precast Reinforced Concrete Box	-	LF	$ -	$ -	0.00	$ -	-	-	-	#DIV/0!	$ -
21	Concrete Curb (6" Barrier-Integral)	1,304.00	LF	$ 39.00	$ 50,856.00	0.00	$ -	-	-	-	0%	$ 50,856.00
22	4" Concrete Sidewalk	241.00	SY	$ 77.00	$ 18,557.00	0.00	$ -	-	-	-	0%	$ 18,557.00
23	8" Concrete Sidewalk	330.00	SY	$ 81.00	$ 26,730.00	0.00	$ -	-	-	-	0%	$ 26,730.00
24	6" Concrete Driveway	167.00	SY	$ 74.00	$ 12,358.00	0.00	$ -	-	-	-	0%	$ 12,358.00
25	Tactile Warning Device (New)	52.00	SF	$ 72.50	$ 3,770.00	0.00	$ -	-	-	-	0%	$ 3,770.00
26	Inlet CI Des. 2 (STD)	-	Ea	$ -	$ -	0.00	$ -	-	-	-	#DIV/0!	$ -
27	Inlet CI Des. 2 (B)	-	Ea	$ -	$ -	0.00	$ -	-	-	-	#DIV/0!	$ -
28	Inlet CI Des. 3 (STD)	-	Ea	$ -	$ -	0.00	$ -	-	-	-	#DIV/0!	$ -
29	Inlet w/Large Jct. Box, CI Des. 2	2.00	Ea	$ 10,141.00	$ 20,282.00	2.00	$ 20,282.00	-	2.00	20,282.00	100%	$ -
30	Inlet w/Large Jct. Box, CI Des. 2(B)	3.00	Ea	$ 11,168.00	$ 33,504.00	2.00	$ 22,336.00	-	2.00	22,336.00	67%	$ 11,168.00
31	Inlet w/Large Jct. Box, CI Des. 3	1.00	Ea	$ 21,574.00	$ 21,574.00	1.00	$ 21,574.00	-	1.00	21,574.00	100%	$ -
32	18" RCP CL-III	37.00	LF	$ 65.50	$ 2,423.50	37.00	$ 2,423.50	-	37.00	2,423.50	100%	$ -
33	24" RCP CL-III	8.00	LF	$ 83.00	$ 664.00	8.00	$ 664.00	-	8.00	664.00	100%	$ -
34	36" RCP CL-III	-	LF	$ -	$ -	0.00	$ -	-	-	-	#DIV/0!	$ -
36	Removal of Concrete Pavement	5,217.00	SY	$ 7.50	$ 39,127.50	4,500.00	$ 33,750.00	-	4,500.00	33,750.00	86%	$ 5,377.50
37	Removal of Sidewalk	192.00	SY	$ 9.00	$ 1,728.00	192.00	$ 1,728.00	-	192.00	1,728.00	100%	$ -
38	Sawing Pavement	455.00	LF	$ 2.70	$ 1,228.50	455.00	$ 1,228.50	-	455.00	1,228.50	100%	$ -
39	Remove and Reconstruct Fence	100.00	LF	$ 8.25	$ 825.00	50.00	$ 412.50	-	50.00	412.50	50%	$ 412.50
40	3" PVC SCH. 40 Plastic Conduit Bored	-	LF	$ -	$ -	0.00	$ -	-	-	-	#DIV/0!	$ -
42	Field Office	1.00	EA	$ 10,760.00	$ 10,760.00	1.00	$ 10,760.00	-	1.00	10,760.00	100%	$ -
					$ 829,911.75					280,883.70		$ 549,028.05

Total This Estimate	$ 280,883.70

To Finish Unit Price Items $ 549,028.05

EJCDC No. C-620 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate (6th St Water)

Contractor's Application

For (contract): CIP 4 - 6th

Application Number: Pay Application #2

Application Period: September 28, 15 to October 31, 2015

Application Date: 11/2/2015

A				B		C	D	E	F			G
ITEM												
Specification Section No.	Description	Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	Total $ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)
65	Unclassified Excavation	445.00	CY	$ 15.00	$ 6,675.00	420.00	$ 6,300.00	-	420.00	6,300.00	94%	$ 375.00
66	12" PVC	-	CY	$ -	$ -		$ -	-	-	-	#DIV/0!	$ -
67	6" PVC	1,033.00	LF	$ 39.00	$ 40,287.00	650.00	$ 25,350.00	-	650.00	25,350.00	63%	$ 14,937.00
68	4" PVC	190.00	LF	$ 33.50	$ 6,365.00	40.00	$ 1,340.00	-	40.00	1,340.00	21%	$ 5,025.00
69	2" PVC	40.00	Ea	$ 29.00	$ 1,160.00	0.00	$ -	-	-	-	0%	$ 1,160.00
70	Fire Hydrant and Assembly	3.00	Ea	$ 2,874.00	$ 8,622.00	2.00	$ 5,748.00	-	2.00	5,748.00	67%	$ 2,874.00
71	12" Gate Valve	-	Ea	$ -	$ -		$ -	-	-	-	#DIV/0!	$ -
72	6" Gate Valve	9.00	Ea	$ 1,713.00	$ 15,417.00	4.00	$ 6,852.00	-	4.00	6,852.00	44%	$ 8,565.00
73	4" Gate Valve	4.00	Ea	$ 835.00	$ 3,340.00	1.00	$ 835.00	-	1.00	835.00	25%	$ 2,505.00
74	Standard Valve Box	13.00	Ea	$ 164.00	$ 2,132.00	5.00	$ 820.00	-	5.00	820.00	38%	$ 1,312.00
75	12" Solid Sleeve	-	Ea	$ -	$ -		$ -	-	-	-	#DIV/0!	$ -
76	6" Solid Sleeve	4.00	Ea	$ 292.00	$ 1,168.00	2.00	$ 584.00		2.00	584.00	50%	$ 584.00
77	2" Solid Sleeve	4.00	Ea	$ 202.00	$ 808.00	0.00	$ -		-	-	0%	$ 808.00
78	12" 45 degree Fitting (Vertical)	-	Ea	$ -	$ -		$ -		-	-	#DIV/0!	$ -
79	6" 45 Fitting	10.00	Ea	$ 332.00	$ 3,320.00	5.00	$ 1,660.00		5.00	1,660.00	50%	$ 1,660.00
80	6" 45 Fitting (Vertical)	2.00	Ea	$ 553.00	$ 1,106.00	2.00	$ 1,106.00		2.00	1,106.00	100%	$ -
80A	4" 45 Fitting (Vertical)	4.00	Ea	$ 327.00	$ 1,308.00	2.00	$ 654.00		2.00	654.00	50%	$ 654.00
81	4x2 Reducing Fitting	4.00	Ea	$ 336.00	$ 1,344.00	0.00	$ -	-	-	-	0%	$ 1,344.00
82	12x12x6 TEE	-	Ea	$ -	$ -		$ -	-	-	-	#DIV/0!	$ -
83	6x6x6 TEE	5.00	Ea	$ 502.00	$ 2,510.00	4.00	$ 2,008.00		4.00	2,008.00	80%	$ 502.00
84A	6x6x4 TEE	4.00	Ea	$ 410.00	$ 1,640.00	2.00	$ 820.00	-	2.00	820.00	50%	$ 820.00
84	6" Plug	1.00	Ea	$ 260.00	$ 260.00	1.00	$ 260.00	-	1.00	260.00	100%	$ -
86	5/8"x3/4"Water Service Connection(Long) 6"x1"	8.00	Ea	$ 1,360.00	$ 10,880.00	4.00	$ 5,440.00	-	4.00	5,440.00	50%	$ 5,440.00
87	5/8"x3/4"Water Service Connection(Short) 6"x1"	4.00	EA	$ 1,840.00	$ 7,360.00	2.00	$ 3,680.00		2.00	3,680.00	50%	$ 3,680.00
CO 002	Waterline Relocation	1.00	LS	$ 11,556.93	$ 11,556.93	1.00	$ 11,556.93		1.00	11,556.93	100%	$ -
					$ 127,258.93							
										75,013.93		$ 52,245.00

Total This Estimate	$ 75,013.93

To Finish Unit Price Items	$ 52,245.00

Progress Estimate (6th St Sewer)

Contractor's Application

For (contract): CIP 4-6TH

Application Period: September 28, 15 to October 31, 2015

Application Number: Pay Application #2

Application Date: 11/2/2015

A				B		C	D	E	F			G
ITEM												
Specification Section No.	Description	Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	Total $ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)
90	Unclassified Excavation	303.00	CY	$ 15.75	$ 4,772.25	303.00	$ 4,772.25	-	303.00	4,772.25	100%	$ -
92	12" (PVC) (Sewer Main)	274.00	LF	$ 47.00	$ 12,878.00	274.00	$ 12,878.00	-	274.00	12,878.00	100%	$ -
93	10" (PVC) (Sewer Main)	-	LF	$ -	$ -	0.00	$ -		-	-	#DIV/0!	$ -
94	8" (PVC) (Sewer Main)	79.00	LF	$ 39.00	$ 3,081.00	79.00	$ 3,081.00		79.00	3,081.00	100%	$ -
95	Manhole (4' Dia) Standard	2.00	EA.	$ 3,344.00	$ 6,688.00	2.00	$ 6,688.00		2.00	6,688.00	100%	$ -
96	Add'l Depth in MH 4' dia.	9.00	VF	$ 212.00	$ 1,908.00	9.00	$ 1,908.00		9.00	1,908.00	100%	$ -
97	Sanitary Sewer Service Connection(12"x4")	6.00	Ea.	$ 441.00	$ 2,646.00	6.00	$ 2,646.00		6.00	2,646.00	100%	$ -
98	Sanitary Sewer Service Connection(10"x4")	-	Ea	$ -	$ -	0.00	$ -	-	-	-	#DIV/0!	$ -
99	Sanitary Sewer Service Connection(8"x4")	4.00	Ea	$ 254.00	$ 1,016.00	4.00	$ 1,016.00	-	4.00	1,016.00	100%	$ -
100	4" PVC Pipe (Sewer Service Line)	470.00	LF	$ 35.00	$ 16,450.00	470.00	$ 16,450.00	-	470.00	16,450.00	100%	$ -
101	Video Inspection of Conduit (Pre-Const)	353.00	LF	$ 3.00	$ 1,059.00	0.00	$ -	-	-	-	0%	$ 1,059.00
102	Video Inspection of Conduit (Post-Const)	353.00	LF	$ 3.00	$ 1,059.00	0.00	$ -		-	-	0%	$ 1,059.00
					$ 51,557.25					49,439.25		$ 2,118.00

Total This Estimate	$ 49,439.25	To Finish Unit Price Items	$ 2,118.00

EJCDC No. C-620 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

SCHEDULE "D"

THE MCALESTER PUBLIC WORKS AUTHORITY

PAYMENT REQUISITION
SERIES 2014 PROJECT ACCOUNT
THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: November 16, 2015

Pursuant to the provisions the Series 1999 Revenue Bond Indenture dated as of May 1, 1999, as heretofore supplemented and amended by a Series 2002 Revenue Bond Indenture dated as of July 1, 2002, as supplemented and amended by a Series 2012 Supplemental Note Indenture dated as of December 1, 2012, as further supplemented and amended by a Series 2013 Supplemental Note Indenture dated as of June 1, 2013, and as further supplemented and amended by a Series 2014 Supplemental Note Indenture dated as of May 1, 2014 (collectively, the "Indenture"), all by and between The McAlester Public Works Authority and BancFirst, as Trustee, you are directed to pay Creditor from the Series 2014 Project Account within the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

EST		**800482036**
CREDITOR		TRUST NO.
480 24TH Ave. NW, Suite 244 Norman, OK 73069		
MAILING ADDRESS		
Construction Services		Invoice: 35595
ITEM		ITEM NO.
October 27, 2015	CIP # 4	$ 43,719.00
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.

2. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually

performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

3. That obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Construction Fund and has not been paid.

4. That there has not been filed with or served upon the Authority, notice of any lien, right to lien, or attachment upon, or claim affecting the right of any such persons, firms or corporations to receive payment of, the respective amounts stated in this requisition which has not been released or will not be released simultaneously with this payment.

5. That such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

THE MCALESTER PUBLIC WORKS AUTHORITY

Peter Stasiak

City Manager or Chairman

Date: November 16, 2015

Date Approved: _____

Date Paid: _____

_____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank
1 to Authority
1 to City

615 N Hudson, Suite 300
Oklahoma City, OK 73102
Phone: (405) 815-3600
Fax: (405) 815-4080

October 27, 2015
Project No: 6005601.000
Invoice No: 35595

City of McAlester
Public Works Department - John Modzelewski
28 East Washington Avenue
McAlester, OK 74501

Project 6005601.000 CIP #4_South Street

Professional Services from October 01, 2015 to October 31, 2015

Phase 001 South Street

Fee

Billing Phase	Fee	Percent Complete	Earned	
Construction Management	172,575.00	95.00	163,946.25	
Materials Testing	46,020.00	95.00	43,719.00	
Audit Services	11,505.00	0.00	0.00	
Total Fee	230,100.00		207,665.25	
		Previous Fee Billing	163,946.25	
		Current Fee Billing	43,719.00	
	Total Fee			**43,719.00**
		Total this Phase		**$43,719.00**
		Total this Invoice		**$43,719.00**

SCHEDULE "D"

THE MCALESTER PUBLIC WORKS AUTHORITY

PAYMENT REQUISITION
SERIES 2014 PROJECT ACCOUNT
THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: November 16, 2015

Pursuant to the provisions the Series 1999 Revenue Bond Indenture dated as of May 1, 1999, as heretofore supplemented and amended by a Series 2002 Revenue Bond Indenture dated as of July 1, 2002, as supplemented and amended by a Series 2012 Supplemental Note Indenture dated as of December 1, 2012, as further supplemented and amended by a Series 2013 Supplemental Note Indenture dated as of June 1, 2013, and as further supplemented and amended by a Series 2014 Supplemental Note Indenture dated as of May 1, 2014 (collectively, the "Indenture"), all by and between The McAlester Public Works Authority and BancFirst, as Trustee, you are directed to pay Creditor from the Series 2014 Project Account within the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

Infrastructure Solutions Group, LLC	**800482036**
CREDITOR	TRUST NO.
719 S. George Nigh Expressway	
MAILING ADDRESS	
Professional Services	Invoice: MC-15-02-02
ITEM	ITEM NO.

October 31, 2015	Washington Ave. Pavement Reconstruction	$ 13,670.00
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.

2. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually

performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

3. That obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Construction Fund and has not been paid.

4. That there has not been filed with or served upon the Authority, notice of any lien, right to lien, or attachment upon, or claim affecting the right of any such persons, firms or corporations to receive payment of, the respective amounts stated in this requisition which has not been released or will not be released simultaneously with this payment.

5. That such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

THE MCALESTER PUBLIC WORKS AUTHORITY

Peter Stasiak

City Manager or Chairman

Date: November 16, 2015

Date Approved: _____

Date Paid: _____

_____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank
1 to Authority
1 to City

INFRASTRUCTURE SOLUTIONS GROUP, LLC
Consulting Engineers

INVOICE SUBMITTED TO:

October 31, 2015

City of McAlester
PO Box 578
McAlester, OK 74502-0578

Invoice # MC-15-02-02

In Reference To: Washington Ave Pavement Reconstruction, (5th to 8th Street)

ENGINEERING – $70,300.00 20% of $70,300.00	$ 14,060.00
SURVEYING - $12,500.00 100% of $12,500.00	$ 12,500.00
GEOTECHNICAL - $10,000.00 0% of $10,000.00	$ 0.00
TOTAL SERVICES BILLED TO DATE	$ 26,560.00
LESS PREVIOUSLY INVOICED	-$ 12,890.00
TOTAL DUE THIS INVOICE	**$ 13,670.00**

All invoices are payable within 15 days of receipt. Please send payments to

Infrastructure Solutions Group, LLC
719 S. George Nigh Expressway
McAlester, OK 74501

SCHEDULE "D"

THE MCALESTER PUBLIC WORKS AUTHORITY

PAYMENT REQUISITION
SERIES 2014 PROJECT ACCOUNT
THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: November 16, 2015

Pursuant to the provisions the Series 1999 Revenue Bond Indenture dated as of May 1, 1999, as heretofore supplemented and amended by a Series 2002 Revenue Bond Indenture dated as of July 1, 2002, as supplemented and amended by a Series 2012 Supplemental Note Indenture dated as of December 1, 2012, as further supplemented and amended by a Series 2013 Supplemental Note Indenture dated as of June 1, 2013, and as further supplemented and amended by a Series 2014 Supplemental Note Indenture dated as of May 1, 2014 (collectively, the "Indenture"), all by and between The McAlester Public Works Authority and BancFirst, as Trustee, you are directed to pay Creditor from the Series 2014 Project Account within the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

City of McAlester	**800482036**
CREDITOR	TRUST NO.
P.O. Box 578 McAlester, OK 74501	
MAILING ADDRESS	
Professional Services	Invoice: 15-00604
ITEM	ITEM NO.

November 16, 2015	Washington Ave. Pavement Reconstruction	$ 12,890.00
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.

2. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually

SCHEDULE "D"

THE MCALESTER PUBLIC WORKS AUTHORITY

PAYMENT REQUISITION
SERIES 2014 PROJECT ACCOUNT
THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: November 16, 2015

Pursuant to the provisions the Series 1999 Revenue Bond Indenture dated as of May 1, 1999, as heretofore supplemented and amended by a Series 2002 Revenue Bond Indenture dated as of July 1, 2002, as supplemented and amended by a Series 2012 Supplemental Note Indenture dated as of December 1, 2012, as further supplemented and amended by a Series 2013 Supplemental Note Indenture dated as of June 1, 2013, and as further supplemented and amended by a Series 2014 Supplemental Note Indenture dated as of May 1, 2014 (collectively, the "Indenture"), all by and between The McAlester Public Works Authority and BancFirst, as Trustee, you are directed to pay Creditor from the Series 2014 Project Account within the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

City of McAlester	**800482036**
CREDITOR	TRUST NO.
P.O. Box 578 McAlester, OK 74501	
MAILING ADDRESS	
Professional Services	Invoice: 15-00604
ITEM	ITEM NO.

November 16, 2015	Washington Ave. Pavement Reconstruction	$ 12,890.00
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.

2. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually

performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

3. That obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Construction Fund and has not been paid.

4. That there has not been filed with or served upon the Authority, notice of any lien, right to lien, or attachment upon, or claim affecting the right of any such persons, firms or corporations to receive payment of, the respective amounts stated in this requisition which has not been released or will not be released simultaneously with this payment.

5. That such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

THE MCALESTER PUBLIC WORKS AUTHORITY

Peter Stasiak

City Manager or Chairman

Date: November 16, 2015

Date Approved: _____

Date Paid: _____

_____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank
1 to Authority
1 to City

15-00604
P.O.

15-0031

INFRASTRUCTURE SOLUTIONS GROUP, LLC
Consulting Engineers

September 30, 2015

John Modzelewski, P.E., City Engineer
City of McAlester / McAlester Public Works Authority
PO Box 578
McAlester, OK 74502-0578

In Reference To: Washington Ave Pavement Reconstruction, 5th to 8th Street
Invoice # MC-15-02-01

Dear Mr. Modzelewski:

Please find attached the invoice for Engineering Services for the above referenced project. Please process this invoice for payment at your earliest convenience. If you have any questions please do not hesitate to let us know.

Please mail all payments to Infrastructure Solutions Group, LLC's McAlester office at the following address:

Infrastructure Solutions Group, LLC
719 S. George Nigh Expressway
McAlester, OK 74501

Sincerely,

Infrastructure Solutions Group, LLC
dba Mehlburger Brawley

Robert Vaughan, P.E.
Branch Manager

Enclosure

RV/ks

INFRASTRUCTURE SOLUTIONS GROUP, LLC
Consulting Engineers

INVOICE SUBMITTED TO:

September 30, 2015

City of McAlester
PO Box 578
McAlester, OK 74502-0578

Invoice # MC-15-02-01

In Reference To: Washington Ave Pavement Reconstruction, (5th to 8th Street)

ENGINEERING – $70,300.00 5% of $70,300.00	$ 3,515.00
SURVEYING - $12,500.00 75% of $12,500.00	$ 9,375.00
GEOTECHNICAL - $10,000.00 0% of $10,000.00	$ 0.00
TOTAL SERVICES BILLED TO DATE	$12,890.00
LESS PREVIOUSLY INVOICED	- $ 0.00
TOTAL DUE THIS INVOICE	**$12,890.00**

All invoices are payable within 15 days of receipt. Please send payments to

Infrastructure Solutions Group, LLC
719 S. George Nigh Expressway
McAlester, OK 74501

CITY OF McALESTER 1ST & WASHINGTON, P.O. BOX 578, McALESTER, OK 74502

75767

01-N00347 ** MEHLBURGER BRAWLEY, INC. ** 075767 10/06/2015

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
10/06/2015	MC-13-02-07	15-00379	CONSULT FEE-20" WTR LINE	13,644.00
6/2015	MC-14-04-06	15-00374	CONSULTANT FEES-2014CDBG	2,636.93
6/2015	MC-15-02-01	15-00604	WASHINGTON ST PROJECT	12,890.00

** MEHLBURGER BRAWLEY, INC. **
719 S GEORGE NIGH EXPRESSWAY
MCALESTER, OK 74501

CHECK TOTAL 29,170.93

LR3812LN1 DATA FLOW 800-371-7910 / FAX 800-371-0730 PRINTED IN U.S.A.

McAlester City Council

AGENDA REPORT

Meeting Date:	November 24, 2015	**Item Number:**	
Department:	Public Works- Engineering		
Prepared By:	John C. Modzelewski, P.E.,CFM	**Account Code:**	
Date Prepared:	November 17, 2015	**Budgeted Amount:**	
		Exhibits:	4

Subject

Consider, and act upon, a resolution allowing the Oklahoma Department of Transportation (ODOT) to select one of ODOT's prequalified engineering firms to provide engineering services to the City of McAlester for compliance with National Bridge Inspection Standards.

Recommendation

Motion to approve a resolution allowing the Oklahoma Department of Transportation (ODOT) to select one of ODOT's prequalified engineering firms to provide engineering services to the City of McAlester for compliance with National Bridge Inspection Standards.

Discussion

The City of McAlester has been participating in the Oklahoma Department of Transportation (ODOT) Off System Bridge Inspection Program. The resolution is a renewal of the City's commitment to ODOT that the City of McAlester will continue this program

Approved By

	Initial	*Date*
Department Head	JCM	11/17/15
City Manager	PJS	

RESOLUTION NO._____

A RESOLUTION CONCERNING BRIDGE INSPECTION RESPONSIBILITY BY LOCAL GOVERNMENT FOR COMPLIANCE WITH NATIONAL BRIDGE INSPECTION STANDARDS: Bridge Inspection Contracts for April 1, 2016 to March 31, 2018

* * * * * * * * * * * *

WHEREAS, the City of McAlester has the responsibility of bridge maintenance and safety Inspections.

WHEREAS, the City of McAlester has the following options:

(1) Select one of ODOT's prequalified engineering firms.
(2) Elect to do bridge safety inspections with your own forces using inspection teams and an oversight engineer fully qualified as mandated by the NBIS (National Bridge Inspection Standards)
(3) Use the same consultant as Pittsburg County.
(4) Let ODOT make your selection.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCALESTER, that the City of McAlester desires to select option # 4 and let ODOT make the selection of the engineer responsible for city bridge inspections as approved by the Oklahoma Department of Transportation.

PASSED AND APPROVED this _____ day of _____, 2015

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Steve Harrison, Mayor

ATTEST:

_____
Cora Middleton, City Clerk

OKLAHOMA DEPARTMENT OF TRANSPORTATION
200 N.E. 21st Street
Oklahoma City, OK 73105-3204

September 25, 2015

Dear City Official:

Re: Letter of Choice for City Bridge Inspection Contracts

The Oklahoma Department of Transportation (ODOT) has prequalified consulting firms to perform Local Government bridge safety inspections based on qualifications mandated by the National Bridge Inspection Standards (NBIS). It is anticipated the new routine Local Government bridge inspection contracts will start April 1, 2016 and extend to March 31, 2018. This will be a two year contract. A list of the prequalified inspection firms is provided. Funding will be 100% Federal funds. To comply with the National Bridge Inspection Standards and avoid federal-aid sanctions, all the Local Governments are required to do one of the following by ***December 1, 2015***:

(1) Select one of the consulting firms on the attached "Qualified Consultant List". You will be required to evaluate the Consultant's Letter of Interest (LOI) and the Consultant's response packet to determine which firms to interview. Please refer to the following web site:

http://www.okladot.state.ok.us/projmgmt/off_system_bridge_inspection_consultants_2015

You must interview a minimum of three (3) firms and make your selection from the attached list of qualified inspection consultants. Phone interviews are acceptable, but we must have documentation from the interviews including who was on the committee, interview questions, and the ranking matrix that you had for the three (3) or more Consulting firms with their final composite scores. The interview committee must have three or more persons on it. Each member of the interview committee will need to sign a nondisclosure form (Please refer to the enclosures for a copy of this form).

(2) You may elect to do bridge safety inspections with your own forces provided the bridge inspection teams and program manager are fully qualified as mandated by the NBIS (National Bridge Inspection Standards - please refer to attached NBIS requirements) and as approved by ODOT Bridge Division. Payment will be based on actual rates and payroll additive for benefits, etc., and vehicle mileage rates.

(3) Use the same firm that the County selects.

(4) Let ODOT select for you.

You are respectfully requested to make your choice before ***December 1, 2015****, by Resolution stating your choice as noted above. In order to obtain the required contract signatures, our April time line is very tight. It is critical that we receive your resolution in a timely manner. If we do not hear from you by December 1, 2015, we will make the selection for you.* ***Please note that, once you select your bridge inspection team, no changes can be made until the next contractual period.***

Please send one copy of your resolution to the appropriate field division office and one copy to the following address:

Mr. Brad Smith, Purchasing
Oklahoma Department of Transportation
200 NE 21st Street
Oklahoma City, OK 73105-3204

Fax: (405) 522-1804
Email: btsmith@odot.org

Div 1: (918) 687-5407
Div 2: (580) 298-3371
Div 3: (580) 332-1526
Div 4: (580) 336-7340
Div 5: (580) 323-1431
Div 6: (580) 735-2561
Div 7: (580) 255-7586
Div 8: (918) 838-9933

Once we receive your choice as noted above, the Department will contract with the consultant to do the bridge inspections. Please feel free to contact the Oklahoma Department of Transportation Field Division Office in your area or Shannon Sheffert in Local Government Division at (405) 521-2553 or Walt Peters or Wes Kellogg in the Bridge Division at (405) 521-2606 with any questions you may have. When contacting the Field Divisions, ask for the County Bridge Coordinator.

Yours sincerely,

Steve Jacobi, P.E.
Bridge Engineer

SJ/wp

Enclosures

cc: Director
Chief Engineer
Director of Operations
Director of Engineering
County Bridge Coordinators
Prequalified Inspection Consultants
Field Division Engineers
Project Management Division
Local Government Division
FHWA
ACCO
Purchasing

OKLAHOMA DEPARTMENT OF TRANSPORTATION

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

Nondisclosure Statement for Evaluation Team

Instructions

This form is to be completed by all Evaluation Team Members when deemed necessary. All statements should be maintained in the ODOT contract file.

EC Number 1683 – Off-System Bridge Inspection Services

I hereby certify that I will not disclose or release any confidential information prior to award of the contract. Confidential information includes, but is not limited to, the contents of all proposals submitted in response to the referenced Engineering Contract and any analysis or evaluation thereof. I agree to disclose to the Director of Transportation or designee all contacts I have had with the below listed consultants. I agree to disqualify myself from participation in the evaluation team should the Director of Transportation or designee find any of said contacts that may be perceived as compromising my independent judgment in the evaluation process. I further agree and understand that failure to abide by the terms of this statement may subject me to other adverse actions.

List of Consultants for Evaluation

1. Burgess & Niple, Inc.
2. CEC Corporation
3. Guy Engineering
4. Leidos Engineering, LLC
5. H. W. Lochner, Inc.
6. Infrastructuré Engineers, Inc.
7. MKEC Engineering
8. Ollar and Ollar Engineering
9. Olsson Associates
10. Transystems Corporation

Describe all current personal, business and/or government relationships between yourself or your family members and any of the consultants listed above. Include in your comments, the name of the consultant and a brief description of the nature of the relationship.

Evaluator Signature _____ Date _____

Printed Name _____ Printed Title _____

EXAMPLE RESOLUTION EC-1683

CONCERNING BRIDGE INSPECTION RESPONSIBILITY
BY LOCAL GOVERNMENT FOR COMPLIANCE WITH
NATIONAL BRIDGE INSPECTION STANDARDS
Bridge Inspection Contracts for April 1, 2016 to March 31, 2018

WHEREAS, the City of _____ has the responsibility of bridge maintenance and safety inspections.

WHEREAS, the City of _____ has the following options:

(1) Select one of ODOT's prequalified engineering firms.
(2) Elect to do bridge safety inspections with your own forces using inspection teams and an oversight engineer *fully qualified* as mandated by the NBIS (National Bridge Inspection Standards).
(3) Use the same consultant as _____ County.
(4) Let ODOT make your selection.

Therefore, BE IT RESOLVED, by the City of _____ that it is their desire to select option #___ and choose

Name _____
Address _____

as the engineer responsible for city bridge inspections as approved by the Oklahoma Department of Transportation.

ADOPTED this _____ day of _____, 2015

BY _____ CHAIRMAN

BY _____ MEMBER

BY _____ MEMBER

ATTEST: _____
City Clerk

Number of City Bridges Provided for Your Information: Bridge is more than 20 feet along the centerline.

	CITY_NAME	County	Number Br	Field Div	POPULATION	Agreement on file
1	Ada	Pontotoc	9	3	16,810	None
2	Altus	Jackson	8	5	19,813	None
3	Ardmore	Carter	15	7	24,283	None
4	Atoka	Atoka	8	2	3,107	None
5	Bartlesville	Osage & Washington	26	8	35,750	None
6	Bixby	Tulsa	8	8	20,884	None
7	Broken Arrow	Tulsa & Wagoner	83	1 & 8	98,850	None
8	Chandler	Lincoln	7	3	3,100	None
9	Chickasha	Grady	32	7	16,036	None
10	Choctaw	Oklahoma	26	4	11,146	None
11	Claremore	Rogers	9	8	18,581	None
12	Coweta	Wagoner	6	1	9,943	None
13	Del City	Oklahoma	22	4	21,332	None
14	Drumright	Creek	5	8	2,907	None
15	Duncan	Stephens	33	7	23,431	None
16	Durant	Bryan	10	2	15,856	None
17	Edmond	Oklahoma	58	4	81,405	None
18	El Reno	Canadian	29	4	16,749	None
19	Elk City	Beckham	14	5	11,693	None
20	Enid	Garfield	78	4	49,379	None
21	Fairview	Major	10	6	2,579	None
22	Ft. Gibson	Muskogee	6	1	4,154	None
23	Grove	Delaware	5	8	6,623	None
24	Guthrie	Logan	13	4	10,191	None
25	Harrah	Oklahoma	7	4	5,095	None
26	Henryetta	Okmulgee	12	1	5,927	None
27	Jenks	Tulsa	12	8	16,924	None
28	Lawton	Comanche	90	7	96,867	None
29	Lone Grove	Carter	7	7	5,054	None
30	McAlester	Pittsburg	35	2	18,383	None
31	Miami	Ottawa	7	8	13,570	None
32	Midwest City	Oklahoma	29	4	54,371	None
33	Moore	Cleveland	26	3	55,081	None
34	Muskogee	Muskogee	24	1	39,223	None
35	Newcastle	McClain	6	3	7,685	None
36	Norman	Cleveland	76	3	110,925	None
37	Oklahoma City	Canadian, Clev, Okla	591	3 & 4	579,999	None
38	Okmulgee	Okmulgee	11	1	12,321	None
39	Owasso	Tulsa & Rogers	21	8	28,915	None
40	Piedmont	Canadian	12	4	5,720	None
41	Ponca City	Kay	17	4	25,387	None
42	Poteau	LeFlore	12	2	8,520	None
43	Sand Springs	Tulsa	7	8	18,906	None
44	Sapulpa	Creek	15	8	20,544	None
45	Shawnee	Pottawatomie	44	3	29,857	None
46	Stillwater	Logan	27	4	45,688	None
47	Tahlequah	Cherokee	25	1	15,753	None
48	The Village	Oklahoma	6	4	8,929	None
49	Tulsa	Osage, Tulsa, Wagoner	281	1 & 8	391,906	None
50	Tuttle	Grady	14	7	6,019	None
51	Yukon	Canadian	17	4	22,709	None

MAY 12 2015

MEMORANDUM OF UNDERSTANDING

In consideration of the mutual promises and benefits to each party this agreement is entered into by and between the MCALESTER PUBLIC WORKS AUTHORITY (hereinafter referred to as "MPWA"), 28 E. Washington, McAlester, Oklahoma 74501 and the Board of Education of Independent School District No. 80, Pittsburg County, Oklahoma (hereinafter referred to as "ISD80") 200 E. Adams Ave. McAlester, Oklahoma 74501. The parties agree to the following terms and understandings:

1. The MPWA has been entrusted with the administration of sales tax proceeds derived from McAlester City Ordinance Number 2159. That McAlester City Ordinance Number 2159 generates proceeds to be used for the acquisition, construction or equipment of educational facilities.

2. That the MPWA agrees to convey to ISD80 the sum of $ 129,814.30 from the sales tax proceeds derived from City Ordinance Number 2159, to be used as more specifically described below.

3. That the sales tax proceeds conveyed by this agreement shall be used solely for the construction of driveway behind Will Rogers Elementary School.

CITY OF MCALESTER CORPORATE SEAL OKLAHOMA

THE MCALESTER PUBLIC WORKS AUTHORITY

BY: _____
Steve Harrison, Mayor

Chairman

Attest:
CLERK

Dated: 04/28/15

THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT #80, MCALESTER PUBLIC SCHOOLS, PITTSBURG COUNTY, STATE OF OKLAHOMA

(SEAL)

BY: _____
Janet Wansick
PRESIDENT

Attest:
CLERK

Dated: 5-11-2015

Easement

This Agreement made and entered into this 11th day of May, 2015, by Board of Education of Independent School District No. 80, Pittsburg County, Oklahoma, the owner of the legal and equitable title to the described premises, "Grantor," in consideration of the sum of TEN and NO/100THS DOLLARS ($10.00) and other good and valuable consideration duly paid by The City of McAlester, Oklahoma, the receipt of which is acknowledged, do grant and convey to The City of McAlester, Oklahoma, a municipal corporation "Grantee,", a perpetual easement through, over, under and across the following described real property and premises situated in Pittsburg County, State of Oklahoma:

See Exhibit A attached
For Legal Description

See Exhibit B attached
For Depiction of Various
Tracts.

If any variation exists between the legal descriptions and the tracts as depicted, then the legal descriptions shall supercede said depiction.

for the purpose of permitting The City of McAlester, Oklahoma to construct or locate utilities, including but not strictly limited to, water and sewer lines, electrical, gas, telephone and fiber optic lines, together with other improvements for drainage to control excess water, in order to prevent overflow and damage to such utilities or adjacent lands and properties in order to promote the public health and general welfare, and further to construct and maintain a right turn traffic lane over a part of said lands adjacent to the present existing south curb line of South Avenue located on said Lot 15 TSA No. 4, Pittsburg County, OK. through, over, under, and across the property, together with all necessary and convenient appurtenances on the premises; and to use and maintain the same and of affording The City of McAlester, its officers, agents, employees, and all persons under contract with it, the right to enter upon the premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said easement, and for the further purpose of enabling The City of McAlester, Oklahoma, to do any and all convenient things incident to the construction, operation, repairing, and maintaining of said easement. It is further understood and agreed that The City of McAlester, and its officers, agents, employees, and all persons under contract with it shall have the right during the construction of said easement to the use of an additional working area or strip of land described above for the purpose of operating machinery, depositing soil from excavation in the construction of said easement and for all other necessary and reasonable uses in connection with the construction of said easement.

TO HAVE AND TO HOLD the easement and right-of-way to The City of McAlester, Oklahoma, its successors and assigns, forever.
Executed on the day and year written above.

(Seal)

Board of Education of Independent School District No. 80, Pittsburg County, Oklahoma

Attest:

Clerk of The Board

By

Janet Wansick
President

Acknowledgment

STATE OF OKLAHOMA)
) SS:
COUNTY OF PITTSBURG)

On this _____ day of May, A.D. 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Janet Wansick, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of said Board of Education, for the uses and purposes therein set forth.

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

BRENDA PORTER NOTARY # 02003029 EXP. 03/30/18 PUBLIC STATE OF OKLAHOMA

Notary Public

My Commission Expires: 3/30/2018
My Commission No.: 02003029

"Exhibit A"

(1) PERMANENT EASEMENT DESCRIPTION;
All of the North 10 feet of Lot 15 1/2, Townsite Addition #4, according to the official map or plat thereof, McAlester, Pittsburg County Oklahoma. Containing 3000 Sq. Ft., more or less.

(1A) TEMPORARY EASEMENT DESCRIPTION;
All of the South 10 feet of the North 20 feet of Lot 15 1/2, Townsite Addition #4, according to the official map or plat thereof, McAlester, Pittsburg County Oklahoma. Containing 3000 Sq. Ft., more or less

(2) PERMANENT EASEMENT DESCRIPTION;
All of the North 15 feet of Lot 15, Townsite Addition #4, according to the official map or plat thereof, McAlester, Pittsburg County Oklahoma, AND, A tract commencing at the Northwest Corner of said Lot 15, thence South along the West line of said Lot 15 for 15 feet, thence East parallel with the North line of said Lot 15 for 38 feet to the Point of Beginning, thence South perpendiculer to the North line of said Lot 15 for 30 feet, thance East parallel with the North line of said Lot 15 for 20 feet, thence North perpendicular to the North line of said Lot 15 for 30 feet, thence West parallel with the North line of said Lot 15 for 20 feet to the Point of Beginning. Containing 5543 Sq. Ft., more or less.

(2A) TEMPORARY EASEMENT DESCRIPTION;
All of the South 10 feet of the North 25 feet of Lot 15, Townsite Addition #4, according to the official map or plat thereof, McAlester, Pittsburg County Oklahoma. Containing 3300 Sq. Ft., more or less.

(3) PERMANENT EASEMENT DESCRIPTION;
All of the North 15 feet of Lot 13 1/2, Townsite Addition #4, according to the official map or plat thereof, McAlester, Pittsburg County Oklahoma. Containing 4950 Sq. Ft., more or less.

(3A) TEMPORARY EASEMENT DESCRIPTION;
All of the South 10 feet of the North 25 feet of Lot 13 1/2, Townsite Addition #4, according to the official map or plat thereof, McAlester, Pittsburg County Oklahoma. Containing 3300 Sq. Ft., more or less.

(4) PERMANENT EASEMENT DESCRIPTION;
All of the North 15 feet of Lot 13, Townsite Addition #4, according to the official map or plat thereof, McAlester, Pittsburg County Oklahoma. AND, All of the East 20 feet of the South 30 feet of the North 45 feet of said Lot 13. Containing 5088 Sq. Ft., more or less.

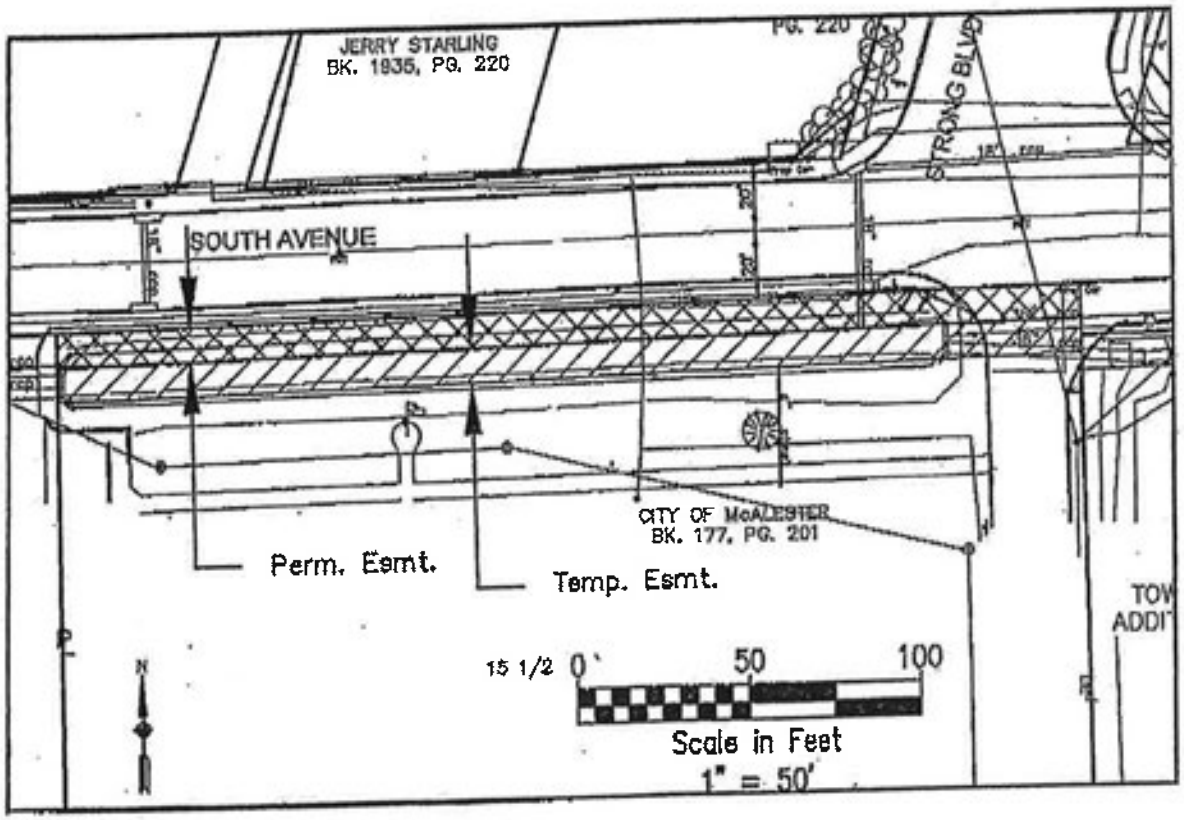
(4A) TEMPORARY EASEMENT DESCRIPTION;
All of the South 10 feet of the North 25 feet of Lot 13, EXCEPT The East 20 feet thereof, Townsite Addition #4, according to the official map or plat thereof, McAlester, Pittsburg County Oklahoma. Containing 2794 Sq. Ft., more or less.

PROPERTY EXHIBIT "B"

CITY OF MCALESTER 22 E. WASHINGTON STREET MCALESTER, OK 74501

PROPERTY OWNER; CITY OF MCALESTER

LOCATION: SOUTH SIDE OF SOUTH AVENUE WEST OF STRONG BLVD.



Perm. Esmt.

Temp. Esmt.

PERMANENT EASEMENT DESCRIPTION;

1) All of the North 10 feet of Lot 15 1/2, Townsite Addition #4, according to the official map or plat thereof, McAlester, Pittsburg County Oklahoma. Containing 3000 Sq. Ft., more or less.

TEMPORARY EASEMENT DESCRIPTION;

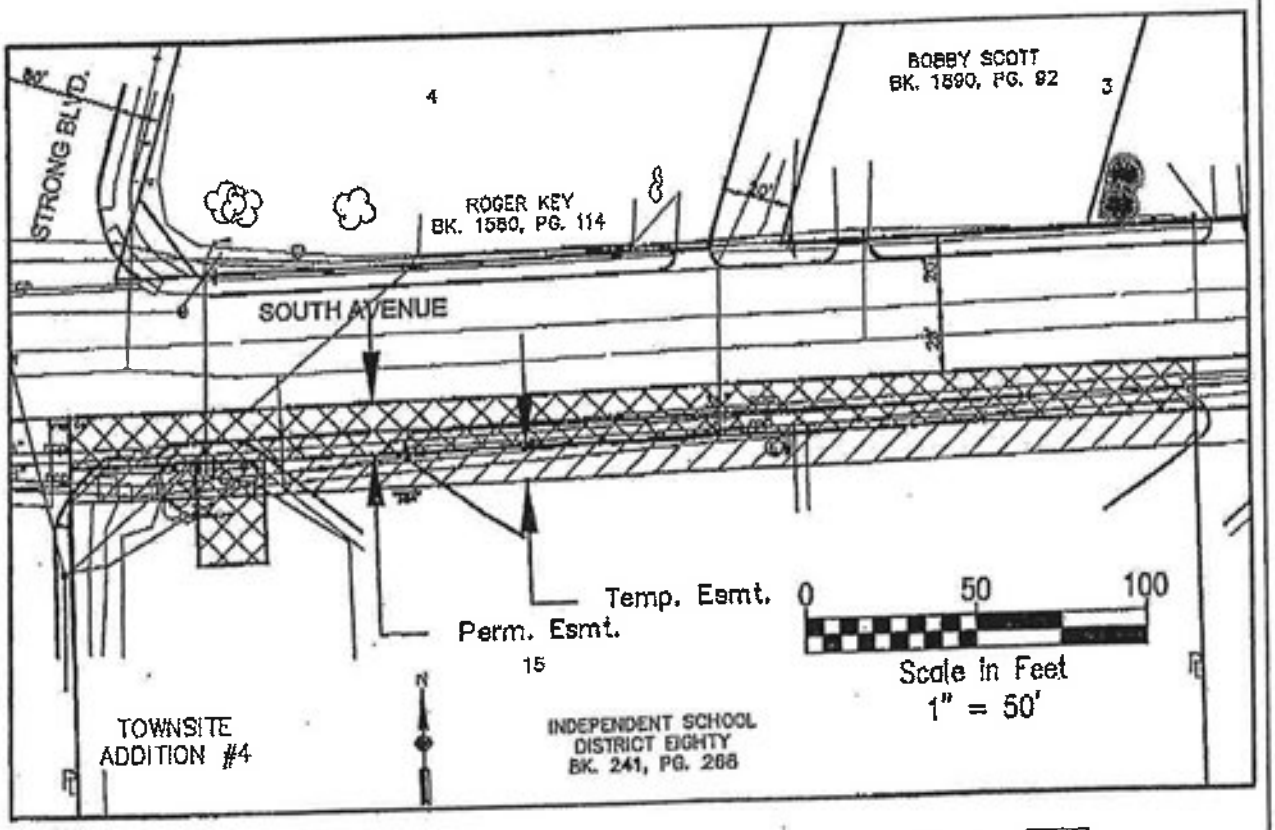
1A) All of the South 10 feet of the North 20 feet of Lot 15 1/2, Townsite Addition #4, according to the official map or plat thereof, McAlester, Pittsburg County Oklahoma. Containing 3000 Sq. Ft., more or less

PROPERTY EXHIBIT "B"

CITY OF MCALESTER 22 E. WASHINGTON STREET MCALESTER, OK 74501

PROPERTY OWNER; INDEPENDENT SCHOOL DISTRICT EIGHTY

LOCATION: SOUTH SIDE OF SOUTH AVENUE BETWEEN STRONG BLVD AND 12TH ST.



Perm. Esmt.

Temp. Esmt.

2) PERMANENT EASEMENT DESCRIPTION;
All of the North 15 feet of Lot 15, Townsite Addition #4, according to the official map or plat thereof, McAlester, Pittsburg County Oklahoma, AND, A tract commencing at the Northwest Corner of said Lot 15, thence South along the West line of said Lot 15 for 15 feet, thence East parallel with the North line of said Lot 15 for 38 feet to the Point of Beginning, thence South perpendicular to the North line of said Lot 15 for 30 feet, thence East parallel with the North line of said Lot 15 for 20 feet, thence North perpendicular to the North line of said Lot 15 for 30 feet, thence West parallel with the North line of said Lot 15 for 20 feet to the Point of Beginning. Containing 5543 Sq. Ft., more or less.

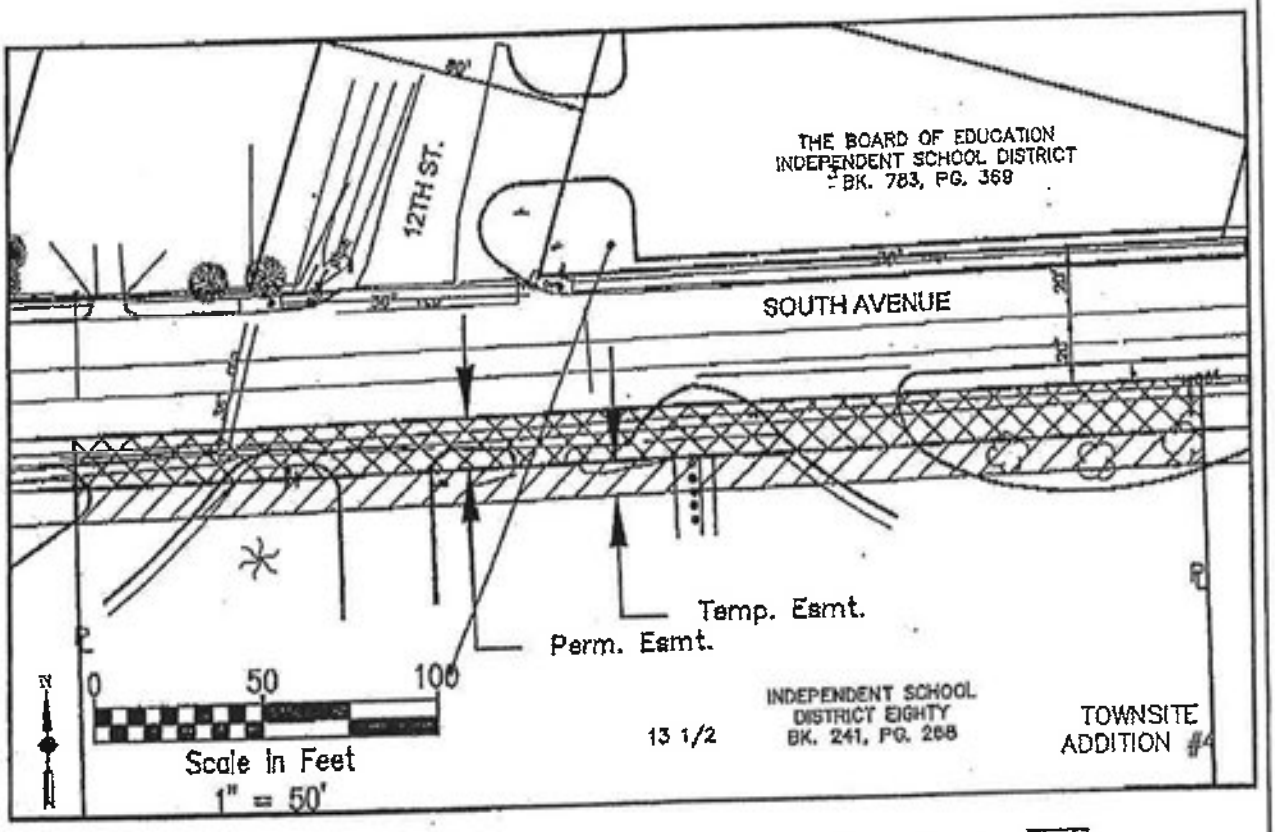
2A) TEMPORARY EASEMENT DESCRIPTION;
All of the South 10 feet of the North 25 feet of Lot 15, Townsite Addition #4, according to the official map or plat thereof, McAlester, Pittsburg County Oklahoma. Containing 3300 Sq. Ft., more or less.

PROPERTY EXHIBIT "B"

CITY OF MCALESTER 22 E. WASHINGTON STREET MCALESTER, OK 74501

PROPERTY OWNER; INDEPENDENT SCHOOL DISTRICT EIGHTY

LOCATION: SOUTH SIDE OF SOUTH AVENUE BETWEEN 12TH ST. AND 13TH ST.



Perm. Esmt.

Temp. Esmt.

PERMANENT EASEMENT DESCRIPTION:
All of the North 15 feet of Lot 13 1/2, Townsite Addition #4, according to the official map or plat thereof, McAlester, Pittsburg County Oklahoma. Containing 4950 Sq. Ft., more or less.

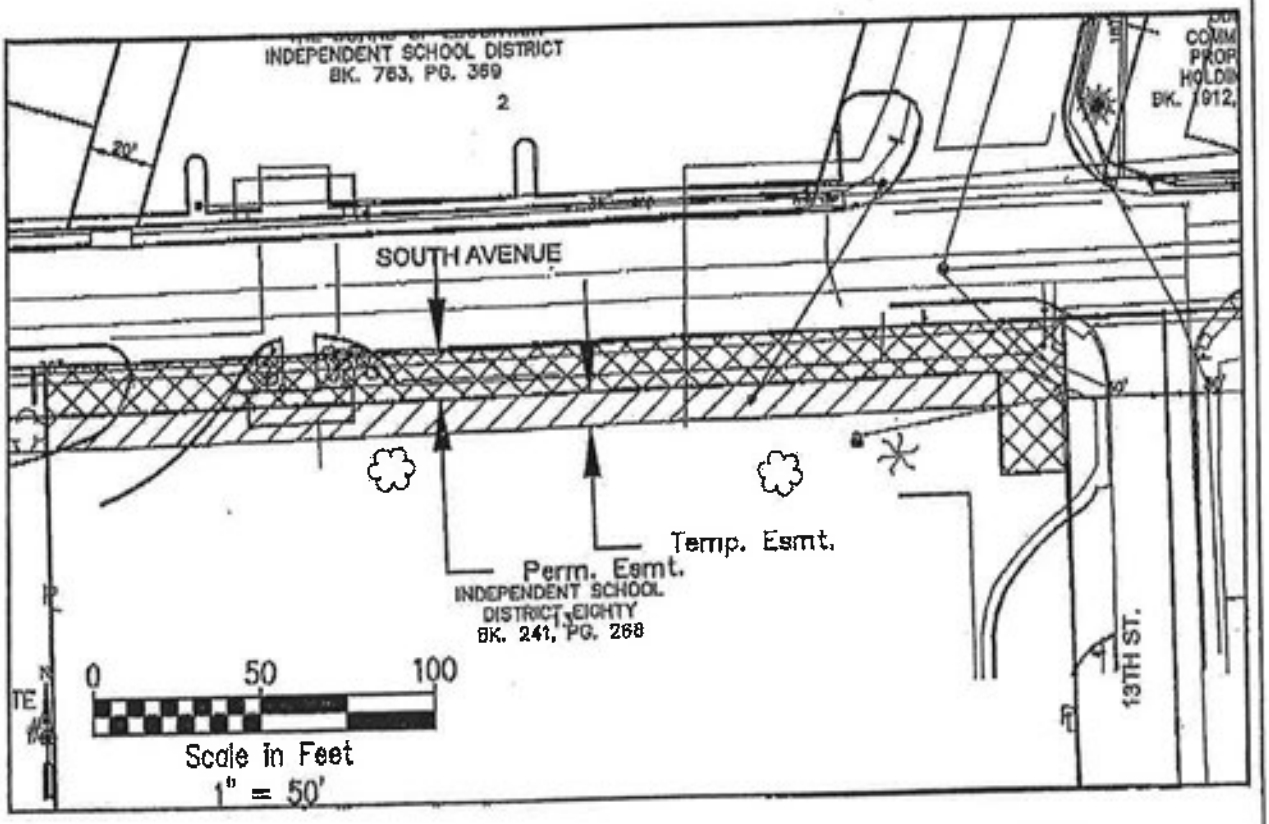
TEMPORARY EASEMENT DESCRIPTION:
All of the South 10 feet of the North 25 feet of Lot 13 1/2, Townsite Addition #4, according to the official map or plat thereof, McAlester, Pittsburg County Oklahoma. Containing 3300 Sq. Ft., more or less.

PROPERTY EXHIBIT "B"

CITY OF MCALESTER 22 E. WASHINGTON STREET MCALESTER, OK 74501

PROPERTY OWNER; INDEPENDENT SCHOOL DISTRICT EIGHTY

LOCATION: SOUTH SIDE OF SOUTH AVENUE WEST OF 13TH ST.



Perm. Esmt.

Temp. Esmt.

PERMANENT EASEMENT DESCRIPTION;

(4) All of the North 15 feet of Lot 13, Townsite Addition #4, according to the official map or plat thereof, McAlester, Pittsburg County Oklahoma. AND, All of the East 20 feet of the South 30 feet of the North 45 feet of said Lot 13. Containing 5088 Sq. Ft., more or less.

TEMPORARY EASEMENT DESCRIPTION;

(4A) All of the South 10 feet of the North 25 feet of Lot 13, EXCEPT The East 20 feet thereof, Townsite Addition #4, according to the official map or plat thereof, McAlester, Pittsburg County Oklahoma. Containing 2794 Sq. Ft., more or less.

Construction Easement For Access Driveway

This Agreement made and entered into this 11th day of May, 2015, by Board of Education of Independent School District No. 80, Pittsburg County, Oklahoma, the owner of the legal and equitable title to the described premises, "Grantor," in consideration of the sum of TEN and NO/100THS DOLLARS ($10.00) and other good and valuable consideration duly paid by The City of McAlester, Oklahoma, the receipt of which is acknowledged, do grant and convey to The City of McAlester, Oklahoma, a municipal corporation "Grantee,", a temporary construction easement through, over, under and across the following described real property and premises situated in Pittsburg County, State of Oklahoma:

All of the South 105 feet of Lots 13 and 13 1/2, Townsite Addition No. 4
Pittsburg County, Oklahoma.

See Exhibit A attached For Depiction of Various Tracts.

If any variation exists between the legal descriptions and the tracts as depicted, then the legal descriptions shall supercede said depiction.

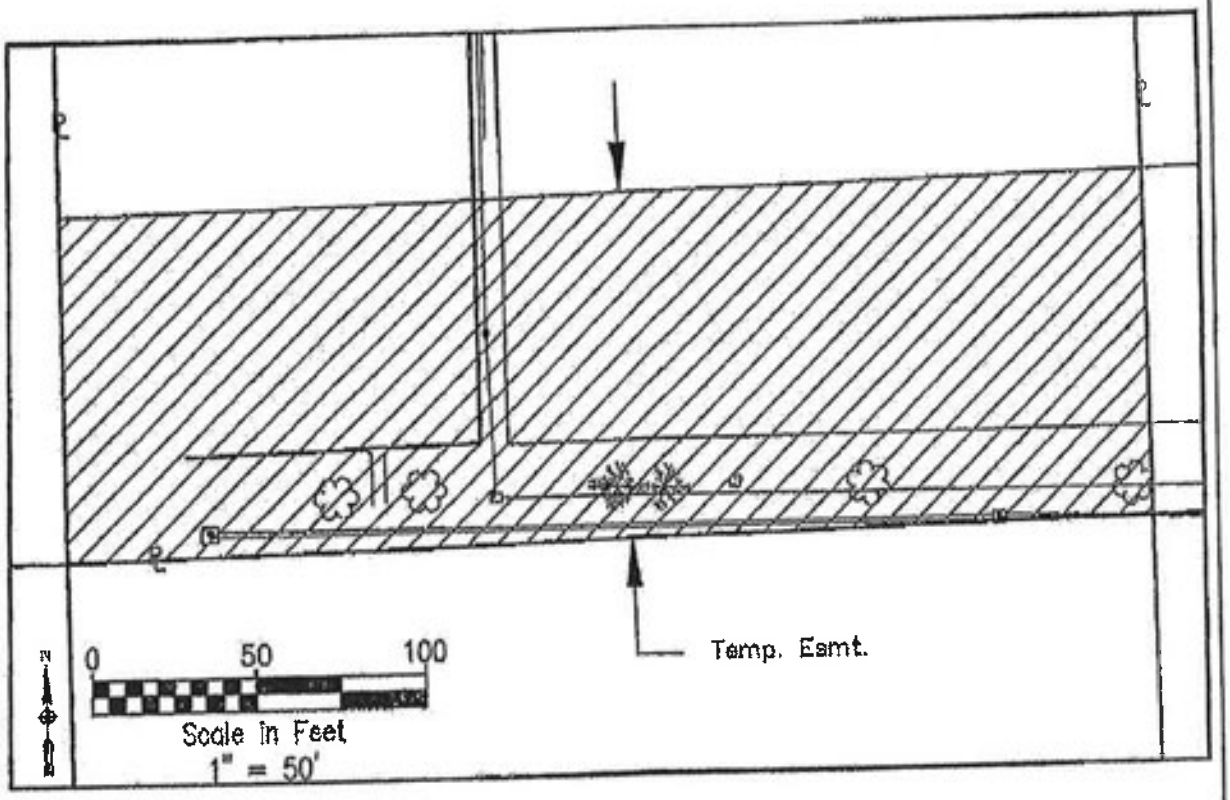
for the purpose of permitting The City of McAlester, Oklahoma to construct and locate an access driveway through, over, under, and across the property, together with all necessary and convenient appurtenances thereto; and of affording The City of McAlester, its officers, agents, employees, and all persons under contract with it, the right to enter upon the premises and strip of land for the purpose of surveying, excavating for, laying, and constructing said access driveway, and for the further purpose of enabling The City of McAlester, Oklahoma, to do any and all convenient things incident to the construction thereof. It is further understood and agreed that The City of McAlester, and its officers, agents, employees, and all persons under contract with it shall have the right during the construction of said access driveway to the use of any part of said premises as a working area or strip of land described above for the purpose of operating machinery, depositing soil from excavation in the construction of said easement and for all other necessary and reasonable uses in connection with the construction of said access driveway.

PROPERTY EXHIBIT "A"

CITY OF MCALESTER 22 E. WASHINGTON STREET MCALESTER, OK 74501

PROPERTY OWNER: INDEPENDENT SCHOOL DISTRICT EIGHTY

LOCATION: NORTH AND WEST OF THE INTERSECTION OF FAIRVIEW AVE. AND 13TH ST.



Temp. Esmt.

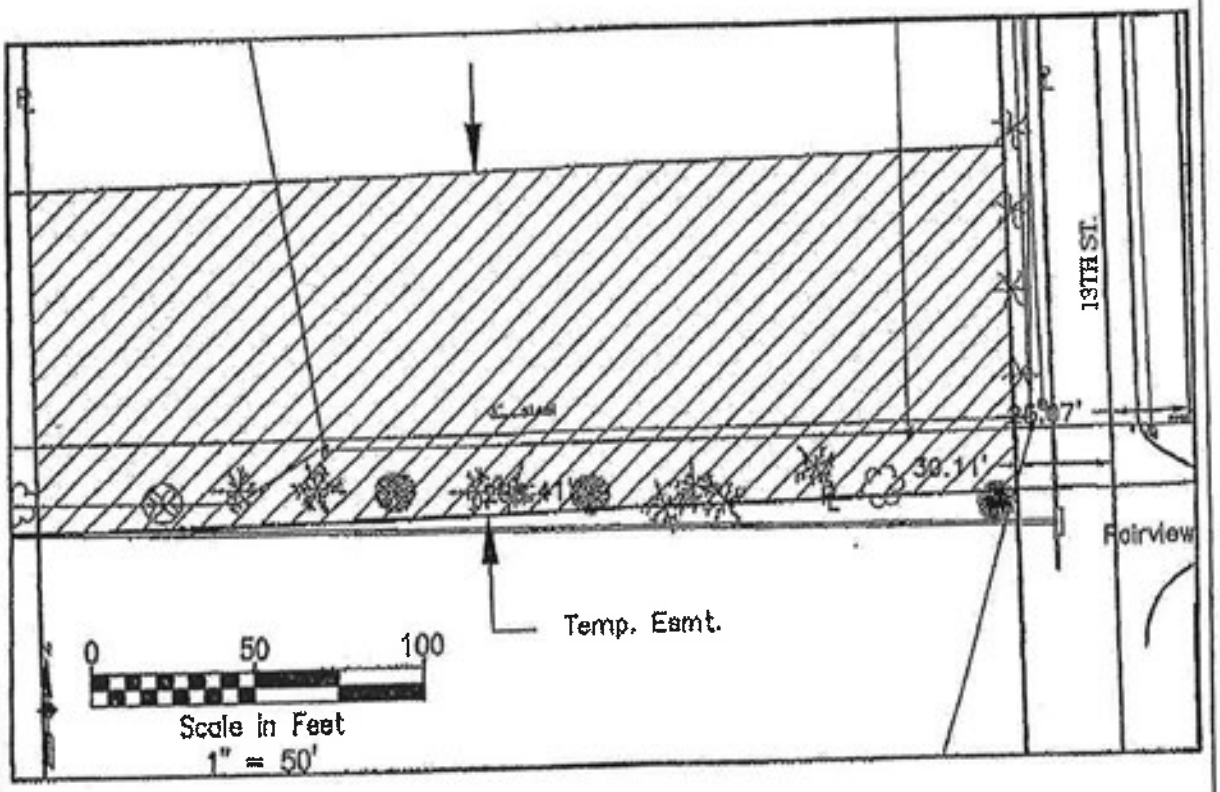
TEMPORARY EASEMENT DESCRIPTION;
All of the South 105 feet of Lot 13 1/2, Townsite Addition #4, according to the official map or plat thereof, McAlester, Pittsburg County Oklahoma. Containing 34,650 Sq. Ft., more or less.

PROPERTY EXHIBIT "A"

CITY OF MCALESTER 22 E. WASHINGTON STREET MCALESTER, OK 74501

PROPERTY OWNER: INDEPENDENT SCHOOL DISTRICT EIGHTY

LOCATION: NORTH AND WEST OF THE INTERSECTION OF FAIRVIEW AVE. AND 13TH ST.



Temp. Esmt.

TEMPORARY EASEMENT DESCRIPTION:
All of the South 105 feet of Lot 13, Townsite Addition #4, according to the official map or plat thereof, McAlester, Pittsburg County Oklahoma. Containing 31,438 Sq. Ft., more or less.

TO HAVE AND TO HOLD the easement and right-of-way to The City of McAlester, Oklahoma, its successors and assigns, during construction of said access driveway and thereafter to be deemed released, cancelled and to be of no effect.
Executed on the day and year written above.

(Seal)

Board of Education of Independent School District No. 80, Pittsburg County, Oklahoma

Attest:

Clerk of The Board

By

Janet Wansick
President

Acknowledgment

STATE OF OKLAHOMA)
) SS:
COUNTY OF PITTSBURG)

On this 11th day of May, A.D. 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Janet Wansick, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of said Board of Education, for the uses and purposes therein set forth.

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

BRENDA PORTER NOTARY PUBLIC # 02003029 EXP. 03/30/18 STATE OF OKLAHOMA

Notary Public

My Commission Expires: 3/30/2018
My Commission No.: 02003029

COMPTON ELECTRIC COMPANY LLC
3669 US HWY 69 BUSINESS NORTH
P.O. BOX 555
McALESTER, OK 74501
PHONE: 918-423-6020
FAX 918-423-1626

PROPOSAL

PROPOSAL NO.	
SHEET NO.	
DATE	11/04/15

PROPOSAL SUBMITTED TO:

NAME: City of McAlester/Municipal Building	ADDRESS:
ADDRESS: Attn: Sheila Norman	CITY/STATE:
CITY/STATE:	DATE OF PLANS:
PHONE NO.: Fax # 918-421-4971	ARCHITECT:

WORK TO BE PERFORMED AT:

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Material and Labor to change out and move Main Disconnect in basement for Generator.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

TEN THOUSAND NINE HUNDRED FIFTY ---------- Dollars ($ 10,950.00)

with payments to be as follows

Any alterations or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted COMPTON ELECTRIC COMPANY LLC

Per [signature]

Note - This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE

DATE

SIGNATURE

Form 9450

If Accepted Please sign and Fax Back or E-Mail to comptonelectriccO@yahoo.com

Vision Contracting Inc.
2001 North 16th
McAlester, Oklahoma 74501
Office: (918) 426-5888 Fax: (918) 426-5889

September 17, 2015

Re McAlester Public Safety Generator
New service to replace old disconnect

Thank you for the opportunity to provide you with our services. The following estimate is based on our interpretation of the job site and Specifications from our walk thru with the City inspector.

The following provisions are included under the scope of this proposal:

(1) 400 amp indoor fused disconnect
(1) Riser to include conduit wire and fittings thru wall and up exterior wall and horizontal run old service location.
(2) Indoor extension gutter
(4) Junction boxes to tie in existing panels
Wire, fittings and labor to install new service and change over.

Vision Contracting will exclude the following:

N/A

Vision Contracting acknowledges that this project is attached to a 911 operational system and will try Mitigate any power loss but cannot guarantee that there will not be any down time. We will do our best to keep power loss to under 5 hours at time of change over.
Vision Contracting will coordinate with the dispatch center as well as PSO to arrange a date and time suitable for the least amount of time down.

Vision Contracting acknowledges that this is a taxable project and has included taxes in our estimate.

Proposed Cost: $ 18,422.00

Eighteen thousand four hundred twenty two dollars and zero cents.

Any alteration or deviation from the above specifications involving extra cost of material and/or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this proposal. All agreements to be made in writing.

All work to be done in accordance with the NEC and the local authority having jurisdiction.
This quotation is firm for 30 days from the date of this proposal. After which it will be subject to review.
We thank you in advance and look forward to working with you.

EVANS ENTERPRISES

2002 Southwest Blvd.
Tulsa, OK 74107

Telephone: 1-918-587-1566
Fax: 1-918-582-5903

QUOTATION

Date : October 16, 2015
P.O.Number :
Job Number :
Quote # : COM 101615 JC
Terr/Rep/Slsprsn : Jeremy Coons
Customer # : 21867
Customer : City of McAlester
Valid: 30 Days

Name : Sheila Norman
Telephone # : 918 423-9300
Fax # :

Project or End User : 911 Center
Application : New Disconnect
Quote By : Jeremy Coons
Ship To :
e-mail: jochs@goevans.com

Terms : Net 30
Freight : Prepaid
Ship Date :
Ship Via :
F.O.B. :

QUOTE VALID FOR 30 DAYS

A COPY OF THIS QUOTE MUST ACCOMPANY YOUR ORDER

ITEM	QTY	PART NUMBER / DESCRIPTION	COST
1		McAlester Public Safety Generator New service to replace old disconnect Thank you for the opportunity to provide you with our services. The following estimate is based on our interpretation of the job site and Specifications from our walk thru with the City inspector. *The following provisions are included under the scope of this proposal:* *(1) 400 amp indoor fused disconnect* *Riser to include conduit wire and fittings thru wall and up exterior wall and horizontal run old service location.* *Indoor extension gutter* *(4) Junction boxes to tie in existing panels* *Wire, fittings and labor to install new service and change over.* Evans Enterprises acknowledges that this project is attached to a 911 operational system and will try Mitigate any power loss but cannot guarantee that there will not be any down time. We will do our best to keep power loss to less than 5 hours at time of change over. Evans Enterprises will coordinate with the dispatch center as well as PSO to arrange a date and time suitable for the least amount of time down. * Any alteration or deviation from the above specifications involving extra cost of material and/or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this proposal. All agreements to be made in writing. * All work to be done in accordance with the NEC and the local authority having jurisdiction. This quotation is firm for 30 days from the date of this proposal. After which it will be subject to review. We thank you in advance and look forward to working with you. ***Proposed Cost***	$20,475.00
			$20,475.00

Fidelity National Title Agency, Inc.

Fidelity National Title Agency, Inc.
5430 Lyndon B. Johnson Fwy, Ste 260
Dallas, TX 75240

November 5, 2015
ESCROW NO.: 417414
PROPERTY ADDRESS:

ESCROW INSTRUCTIONS
(Interest Bearing Accounts)

From the funds deposited in the above-numbered escrow for my account, you are hereby instructed to deposit $511,455.05 with The City of McAlester, Okalahoma whose address is: P.O. Box 578, McAlester, OK, 74502, in an interest bearing account, at the prevailing rate of interest.

My Taxpayer Identification Number is 73-6005314. (Note: This is the TIN for the party who will receive credit for the interest.)

The account is to be entitled The City of McAlester by Fidelity National Title Agency, Inc. as Escrow Agent, under GF# 417414 ".

☒ Any interest earned by such deposit shall be credited to the account of the undersigned depositor at close of escrow. In the event the escrow does not close, all interest earned shall be payable as stated on those instructions that allow the escrow to be cancelled.

(or)

☐ Any interest earned by such deposit shall be credited to the account of: _____

The undersigned hereby acknowledge(s) the following:

1. The selection of the depository was made at the sole discretion of the undersigned.
2. The undersigned has made their independent inquiry of the depository and Fidelity National Title Agency, Inc. has no liability in the event of failure, insolvency or inability of the depository to pay said funds, or accrued interest upon demand for withdrawal.
3. The undersigned acknowledge their familiarity with limitations on payments made on accounts in excess of $250,000 and the cumulative effect of other accounts held or owned by undersigned in the above-named depository.
4. The total responsibility of the Escrow Holder is to make the deposit as above instructed.
5. The escrow company is prohibited from withdrawing funds except to redeposit them into the escrow account.
6. Fidelity National Title Agency, Inc. is not responsible for levies by taxing authorities based upon the taxpayer identification number used to establish this interest bearing account.

Depositor(s):
THE CITY OF McALESTER, OKLAHOMA

BY:_____
Name: _____
Title: _____

McAlester City Council

AGENDA REPORT

Meeting Date:	November 24 2015	**Item Number:**	
Department:	Community & Economic Development	**Account Code:**	
Prepared By:	Leroy Alsup, Director	**Budgeted Amount:**	
Date Prepared:	November 16, 2015	**Exhibits:**	4

Subject

Consider and authorize the Mayor to exercise the 180 day second term on the "Option to Purchase Real Estate" agreement with Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust for the Retail Connection Development at 14th Street and U.S. Highway 69 and approve the issuance of a $5,000 check to the Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust.

Recommendation

Motion to act upon and authorize the Mayor to exercise the 180 day second term on the "Option to Purchase Real Estate" agreement with Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust for the Retail Connection Development at 14th Street and U.S. Highway 69 and approve the issuance of a $5,000 check to the Jimmie D. Key and ·y Laverne Key, Trustees of the J & L Revocable Trust.

Discussion

The City of McAlester entered into an "Option to Purchase Real Estate" agreement on June 18, 2015 with Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust for the Retail Connection Development at 14th Street and U.S. Highway 69. The initial option term of One Hundred Eighty (180) days will expire on December 15, 2015. The deadline to exercise the 180 day second term on the "Option to Purchase Real Estate" agreement is December 10, 2015.

The Retail Connection continues to make progress on their proposed development in an orderly fashion. The projected target start date for this retail development is the March/April 2016 timeframe.

The following documents are attached for your reference:

1. November 24, 2015 letter with enclosure to exercise the 180 day second term on the option agreement
2. Conceptual Site Plan of the Retail Connection Development
3. Conceptual Site Plan showing future access to the Retail Connection Development
4. Copy of the "Option to Purchase Real Estate" agreement executed on June 18, 2015 with Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust.

Approved By

		Initial	*Date*
epartment Head	L. Alsup	LA	11/16/2015
City Manager	P. Stasiak		11/16/2015

McAlester
THE GREAT AMERICAN EXPERIENCE
P.O. BOX 578 • 1ST & WASHINGTON • McALESTER, OKLAHOMA 74502 • 918 423-9300 • FAX 421-4971 • www.cityofmcalester.com

November 24, 2015

Jimmie D. Key and
Evy LaVerne Key, Co-Trustees of the
J & L Revocable Trust dated June 14, 2007
707 S. Richmond
Tulsa, OK 74112

VIA CERTIFIED MAIL

Dear Mr. and Mrs. Key:

You will recall that on the 18th day of June 2015, the City of McAlester entered into an agreement with you with a title "Option to Purchase Real Property."

The initial option term of One Hundred Eighty (180) days will expire on December 15, 2015. In accordance with the provisions contained within that original agreement as *§ 2. Term of Option to Purchase,* please be advised that the City of McAlester has elected to exercise the second option term of One Hundred Eighty (180) days, beginning on December 16, 2015. We tender with this notice the sum of Five Thousand Dollars ($5,000.00), representing the sum due in consideration of the second option term.

We have included within this package a copy of this notice for your records. Upon receipt of our notice to exercise second option, please execute the receipt below, and return it to the City of McAlester in the enclosed envelop.

If you have any questions, please do not hesitate to contact Mr. Pete Stasiak, City Manager of the City of McAlester, at (918) 423-9300 ext. 4964 or Mr. Leroy Alsup, Community and Economic Development Director, at (918) 423-9300 ext. 4951.

Sincerely,

Steve Harrison
Mayor of the City of McAlester

Enclosures

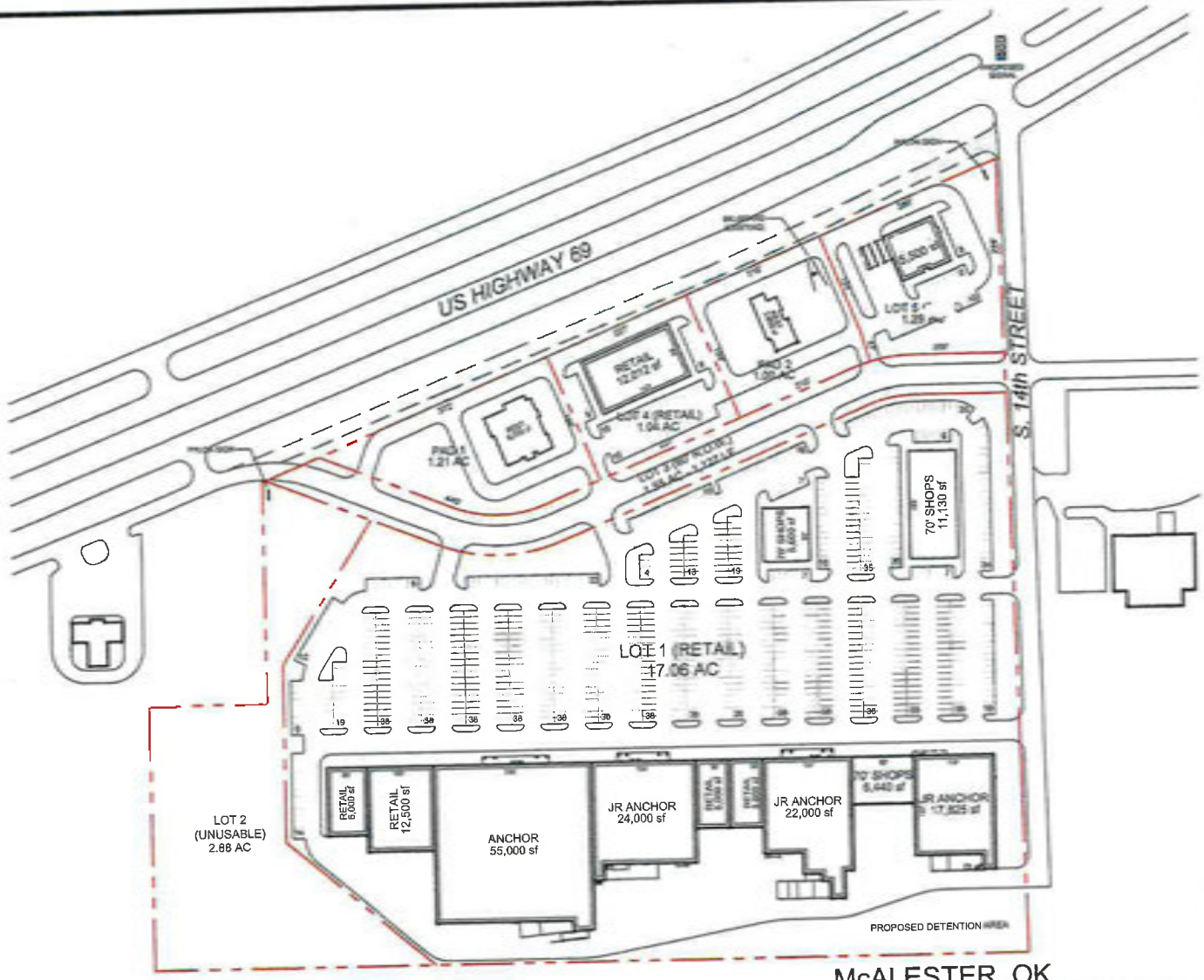
RECEIPT AND ACKNOWLEDGMENT

We, Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust Dated June 14, 2007, do hereby acknowledge receipt of the written notice of the City of McAlester, exercising the second option term contained within the original OPTION TO PURCHASE REAL PROPERTY between the City of McAlester and Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust Dated June 14, 2007, said agreement dated June 18, 2015, and further acknowledge receipt of the sum of Five Thousand Dollars ($5,000.00) as payment in full for the second option term. With this receipt, we acknowledge that the exercise of the second option to purchase was performed within the scope and terms of said original agreement. Said second option term shall begin effective as of December 16, 2015 and expire 180 days thereafter.

Dated: _____

_____
Jimmie D. Key, Co-Trustee of the
J & L Revocable Trust

_____
Evy LaVerne Key, Co-Trustee of the
J & L Revocable Trust



DEVELOPMENT DATA

LAND AREA:	
LOT 1 (RETAIL)	17.06 AC
LOT 2 (UNUSABLE)	2.88 AC
LOT 3 (80' R.O.W.)	1.55 AC
LOT 4 (RETAIL)	1.04 AC
LOT 5	1.29 AC
PADS	2.21 AC
TOTAL:	26.03 AC

LOT 1 (RETAIL) DATA:	
LAND AREA	17.06 AC
RETAIL BLDG AREA	172,063 SF
COVERAGE	23.15 %
PARKING	844 SPACES
PARKING RATIO	4.9 / 1000

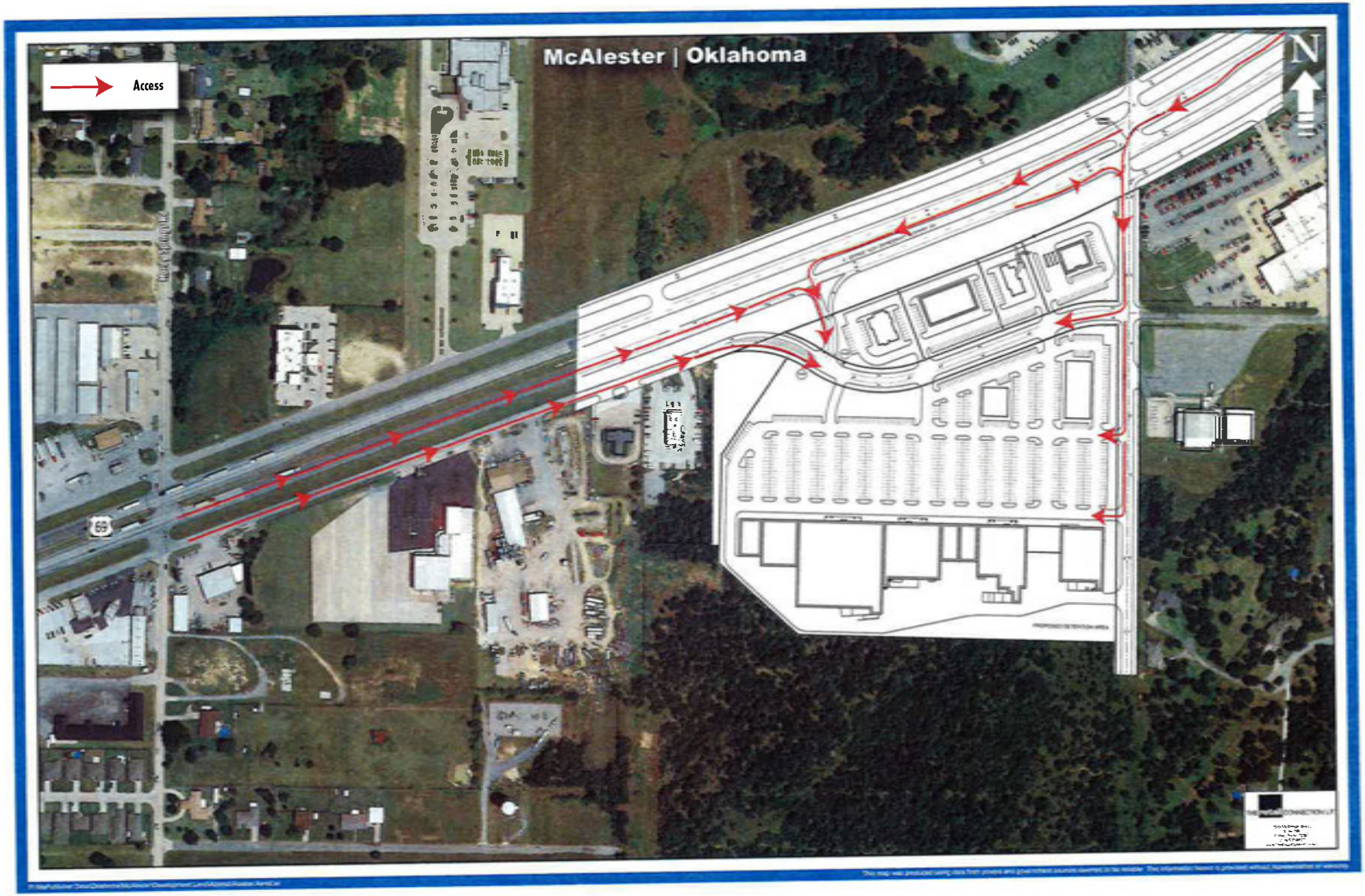
SCALE: 1:150

McALESTER, OK

CONCEPTUAL SITE PLAN SP-23

US HWY 69 & S. 14th STREET
McALESTER, OK
10/9/15

THE retail CONNECTION™
CONNECTED DEVELOPMENT SERVICES


McAlester | Oklahoma
Access
N
69

4594

OPTION TO PURCHASE REAL PROPERTY

THIS OPTION TO PURCHASE ("Agreement") is entered into on this 18TH day of June 2015, by and between **The City of McAlester,** an Oklahoma Municipal Corporation ("Grantee") and **Jimmie D. Key and Evy LaVerne Key, Co-Trustees of the J & L Revocable Trust dated June 14, 2007** ("Grantor").

I-2015-005084 Book 2182 Pg:327
06/24/2015 11:04 am Pg 0327-0340
Fee: $ 39.00 Doc: $ 0.00
Hope Trammell - Pittsburg County Clerk
State of Oklahoma

WITNESSETH:

WHEREAS, Grantor wishes to grant Grantee the exclusive option to purchase all real property and appurtenances owned by Grantor located at the Southwest corner of the intersection of U. S. Highway 69 Bypass and Fourteenth Street, McAlester, Oklahoma consisting of between 1.34 and 1.44 acres, more or less, more particularly described as follows, to-wit:

> The Easterly 257.5 feet of the part of Lot 90, Townsite Addition #4 to the City of McAlester, lying South of U.S. Highway 69 Bypass, Pittsburg County, State of Oklahoma, LESS AND EXCEPT all the oil, gas and other minerals lying thereunder,

("Real Property"); and

WHEREAS, Grantee wishes to acquire an exclusive option to purchase said Real Property upon the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual terms, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Grantee hereby covenant and agree as follows:

Option to Purchase Real Property.

§ 1. Option to Purchase Real Property. Grantor hereby grants to Grantee an exclusive option to purchase the real property ("Option to Purchase") in accordance with this Agreement. Grantor covenants to refrain from alienating, encumbering, disposing or transferring said Real Property owned by Grantor from and after the execution hereof, to any other person or entity other than Grantee during the Term referenced in § 2.

Term of Option to Purchase.

§ 2. Term of Option to Purchase. At any time during the period commencing on the execution date hereof to and until the expiration of One Hundred Eighty (180) days after the execution hereof ("Term"), Grantee may exercise its option to purchase the Real Property by delivery of written notice of such exercise to Grantor. In the event Grantee does not exercise its option to purchase the Real Property during the initial option term, Grantee may, upon payment of an additional option fee, as set out in § 4 below, receive from Grantor an additional term of One Hundred Eighty (180) days, commencing on the day following the last day of the initial Term, provided that Grantee notifies Grantor within five (5) business days of the date of the expiration of the initial option term of Grantee's intent to exercise the second term, with payment for the second term due to Grantor at the time of the notification of Grantee's election to exercise the second option term.

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Property Inspections.

§ 3. Property Inspections. Grantee shall have the right, at Grantee's sole cost and expense, to have any and all other environmental investigation(s), surveys, zoning and/or other applicable land use inquiries, inspections and/or investigations as deemed sufficient by Grantee (collectively "Property Inspections") performed on the Real Property after the execution hereof, including but in no way limited to a "Phase I Environmental Audit" and a "Geotechnical Investigation Report" and any other surveys or studies Grantee deems necessary. Grantee and its agents shall have the right of entry upon the real property in order to conduct said Property Inspections.

Sale and Purchase.

§ 4. Sale and Purchase. Grantor agrees to sell, assign, convey, transfer and deliver the Real Property to Grantee, in a form acceptable to Grantee and Grantee's counsel, free and clear of any and all charges, claims, liens, mortgages, options, restrictions, security agreements and interests, and other encumbrances of every kind or nature whatsoever upon receipt of notice of grantee's election to exercise said option to purchase; the purchase price of the real property shall be FIVE HUNDRED FIFTY THOUSAND AND NO/100s DOLLARS ($550,000.00), subject to adjustment for the Option Consideration referenced in § 4, infra, prorations, credits and adjustments, title and appropriate zoning contingencies and requirements, survey conditions, etc., and, unless extended by the parties hereto, shall be closed within ninety (90) days of the expiration of said Term. Upon the exercise of the option, Grantor and Grantee shall enter into a purchase contract with terms to be agreed upon by the parties, in substantially the form as the attached Exhibit "A."

Option to Purchase Consideration.

§ 5. Option to Purchase Consideration. The purchase price for the Option to purchase is FIVE THOUSAND AND NO/100s DOLLARS ($5,000.00), receipt whereof is hereby acknowledged by Grantor ("Option Consideration"); said Option Consideration shall be non-refundable except as noted in this section, but fully applicable to reduce the purchase price referenced in § 4, supra. The purchase price for the second Option is an additional FIVE THOUSAND AND NO/100s DOLLARS ($5,000.00), with said second Option Consideration also non-refundable except as noted in this section, but fully applicable to reduce the purchase price referenced in § 4, supra. In the event a Phase I Environmental Audit, or similar environmental study, reveals an environmental contamination issue to the extent that Grantee elects not to exercise its option to purchase, Grantee shall provide to Grantor said report or reports, and upon the demand of Grantee, Grantor shall return to Grantee all option fees paid to Grantee, and the obligations under this agreement, at the election of Grantee, shall become null and void.

Representations and Warranties of Grantor.

§ 6. Representations and Warranties of Grantor. Grantor hereby represents and warrants to Grantee that:

Organization, Standing and Corporate Power.

6.01. Organization, Standing and Power. Grantor is a revocable trust duly organized, validly existing and in good standing under the laws of the State of Oklahoma, and that the signors are the Co-Trustees of said trust, with all requisite power and authority to carry on the business of the revocable trust as now conducted and to consummate the transactions contemplated hereby.

No Conflicting Agreements.

6.02. No Conflicting Agreements. Neither the execution and delivery of the Agreement, nor the consummation of the sale of the Real Property contemplated herein, will result in a breach of the terms, conditions or provisions of, or constitute a default under, or result in a violation of, the agreement creating the revocable trust of the Grantor, or any agreement, contract, instrument, order, judgment or decree to which the Grantor or its Co-Trustees are a party, or violate any provision of any applicable law, statute, rule or regulation or any order, decree, writ or injunction of any court or governmental entity which materially affects the Real Property or business of the Grantor.

Consents.

6.03. Consents. No consent from or approval of any court, governmental entity or any other person is necessary in connection with the execution and performance by Grantor of the Agreement and related documents, or the transactions contemplated thereby.

Compliance With Laws.

6.04. Compliance With Laws. Grantor is in material compliance with all applicable laws, ordinances, statutes, rules, regulations and orders promulgated by any federal, state or local governmental body or agency relating to the operation of the trust and the Real Property.

Litigation.

6.05. Litigation. At the execution hereof, there is no suit, action or any arbitration, administrative, legal or other proceeding of any kind or character, or any governmental investigation pending or threatened against Grantor or the Real Property. Grantor is not in default with respect to any order, decree, writ or injunction of any court or governmental body or agency which affects the Real Property. There are no pending or threatened actions or proceedings before any court, arbitrator or administrative agency which would, if adversely determined, individually or in the aggregate, materially and adversely affect the Real Property.

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Hope Trammell - Pittsburg County Clerk
State of Oklahoma

Taxes.

6.06. Taxes. Grantor has duly filed all tax returns required to be filed by it, and has duly paid all taxes (including, but not limited to, ad valorem, franchise, income, property, sales, social security, use, value added and withholding taxes) relating to the operation of the trust and the Real Property which are due or claimed to be due by federal, state, or local taxing authorities as of the execution date hereof.

Marketable Title.

6.07. Marketable Title. Grantor will convey marketable title in and to the Real Property.

All representations and warranties are true, correct and complete on the date hereof and shall be true, correct and complete as of the closing on the Option to Purchase contemplated in § 1, supra., as if they were made on such date.

Waivers.

§ 7. Waivers. No act, delay, omission or course of dealing between the parties hereto will constitute a waiver of their respective rights or remedies under this Agreement. No waiver, change, modification or discharge of any of the rights and duties of the parties hereto will be effective unless contained in a written instrument signed by the party sought to be bound.

Title to Real Property and Appurtenances; Covenant to Maintain Status.

§ 8. Title to Real Property and Appurtenances; Covenant to Maintain Status. Grantor has good and marketable title (as defined in the OBA Title Examination Standards which are hereby incorporated by reference) to the Real Property and all appurtenances thereon; Grantor covenants and agrees at all times after the execution of this Agreement to: (i) refrain from further alienating or encumbering said real property and appurtenances; and (ii) maintain and ensure that said real property and appurtenances are not subject to any mortgage, pledge, lien, security interest, encumbrance, restriction, lease or adverse claim upon purchaser's election to exercise the Option to Purchase herewith.

Notices.

§ 9. Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by first class mail, postage prepaid, addressed:

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06/24/2015 11:04 am Pg 0327-0340
Fee: $ 39.00 Doc: $ 0.00
Hope Trammell - Pittsburg County Clerk
State of Oklahoma

Grantor

Jimmie D. Key and Evy LaVerne Key, Co-Trustees of the J & L Revocable Trust
707 S. Richmond
Tulsa, OK 74112

Grantee

City of McAlester
Attn: Peter Staziak, City Manager
P.O. Box 578
McAlester, OK 74502

or to any other addresses as Grantee or Grantor shall have furnished to the other pursuant to the terms hereof.

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06/24/2015 11:04 am Pg 0327-0340
Fee: $ 39.00 Doc: $ 0.00
Hope Trammell - Pittsburg County Clerk
State of Oklahoma

Default/Remedies.

§ 10. Default/Remedies. In the event either Party fails to comply with the terms of this Agreement, that Party shall have the right either to seek any action at law and in equity or recover all sums paid to it hereunder or to seek specific performance hereof, and the prevailing Party in any litigation shall have the right to recover all of such Party's expenses and costs incurred by reason of such litigation, including, but not limited to, attorney's fees, court costs, and costs of suit preparation.

Assignment.

§ 11. Assignment. This Agreement shall be binding upon the parties hereto, their respective heirs, successors and assigns, but shall not be assigned by any party hereto without the written consent of the other Party, provided, however, that Grantor hereby consents to any assignment by Grantee to any entity owned (either as a stockholder or partner) by Grantee.

Headings.

§ 12. Headings. The headings contained in this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Choice of Law.

§ 13. Choice of Law. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Oklahoma.

Covenants and Conditions.

§ 14. Covenants and Conditions. The obligations, duties, covenants, conditions, representations and warranties contained in this Agreement shall survive the execution hereof.

Conflicts.

§ 15. Conflicts. This Agreement is a final expression of the intent of the Parties and shall be modified only by a written instrument duly executed by both parties hereto.

Binding Effect and Special Conditions.

§ 16. Binding Effect and Special Conditions. This Agreement and the terms, covenants and provisions hereof, shall inure to the benefit of and be binding upon the successors and permitted assigns of both Parties hereto.

Counterparts.

§ 17. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one instrument.

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06/24/2015 11:04 am Pg 0327-0340
Fee: $ 39.00 Doc: $ 0.00
Hope Trammell - Pittsburg County Clerk
State of Oklahoma

Severability.

§ 18. Severability. If any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable under applicable law, this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The remaining provisions of this Agreement shall be given effect to the maximum extent then permitted by law.

Forbearance; Waiver.

§ 19. Forbearance; Waiver. Failure to pursue any legal or equitable remedy or right available to a Party shall not constitute a waiver of such right, nor shall any such forbearance, failure or actual waiver imply or constitute waiver of subsequent default or breach. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such provision.

Authority.

§ 20. Authority. Grantor warrants and represents that with respect to Grantor's entry into and consummation of this Agreement and the transaction contemplated hereby, all necessary approvals, resolutions and authorizations required have heretofore been obtained and satisfied; furthermore Grantor covenants to maintain such authority to and until the option granted herein in exercised and agrees to furnish Grantee with indicia of such authority upon request.

IN WITNESS WHEREOF, Grantee and Grantor have executed and delivered this Agreement in multiple counterparts, each of which shall be deemed to be an original and shall constitute one and the same instrument, on the day and year first above stated.

Grantor

Jimmie D. Key, Co-Trustee of the
J & L Revocable Trust

Evy LaVerne Key, Co-Trustee of the
J & L Revocable Trust

Grantee

I-2015-005084 Book 2182 Pg:333
06/24/2015 11:04 am Pg 0327-0340
Fee: $ 39.00 Doc: $ 0.00
Hope Trammell - Pittsburg County Clerk
State of Oklahoma

Steve Harrison, Mayor of the
City of McAlester

STATE OF OKLAHOMA,

SS:

COUNTY OF TULSA,

Before me, the undersigned notary public in and for said county and state, on the 18th day of June 2015, personally appeared Jimmie D. Key and Evy LaVerne Key, Co-Trustees of the J & L Revocable Trust, to me well known to be the identical persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year last above written.

JAYME L. CLIFTON NOTARY PUBLIC Commission # 14010995 STATE OF OKLAHOMA

NOTARY PUBLIC

My Commission Expires: 12/11/18
My Commission No.: 14010995

STATE OF OKLAHOMA,

SS:

COUNTY OF PITTSBURG,

Before me, the undersigned notary public in and for said county and state, on the 22nd day of June 2015, personally appeared Steve Harrison, to me well known to be the identical person who subscribed the name of the City of McAlester an Oklahoma Municipal corporation, to the foregoing instrument as its Mayor, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year last above written.

NOTARY PUBLIC

My Commission Expires: 02/23/17
My Commission No.: 01000911

Notary Public, State of Oklahoma
CORA MAE MIDDLETON
Commission # 01000911
Pittsburg Co., Oklahoma
Commission Exp. 02/23/17

I-2015-005084 Book 2182 Pg 334
06/24/2015 11:04 am Pg 0327-0340
Fee: $ 39.00 Doc: $ 0.00
Hope Trammell - Pittsburg County Clerk
State of Oklahoma

I-2015-005084 Book 2182 Pg:335
06/24/2015 11:04 am Pg 0327-0340
Fee: $ 39.00 Doc: $ 0.00
Hope Trammell - Pittsburg County Clerk
State of Oklahoma

EXHIBIT "A"

COMMERCIAL REAL ESTATE PURCHASE AGREEMENT

THIS COMMERCIAL REAL ESTATE PURCHASE AGREEMENT ("Agreement"), made and entered into this _____ day of _____, 20____, by and between the **City of McAlester**, an Oklahoma Municipal Corporation ("Purchaser"), and , **Jimmie D. Key and Evy LaVerne Key, Co-Trustees of the J & L Revocable Trust dated June 14, 2007** ("Seller") (Purchaser and Seller hereinafter "Party" or "Parties").

WITNESSETH:

WHEREAS, Seller is the holder of fee simple title in and to the tract of real property more particularly described as follows:

> The Easterly 257.5 feet of the part of Lot 90, Townsite Addition #4 to the City of McAlester, lying South of U.S. Highway 69 Bypass, Pittsburg County, State of Oklahoma, LESS AND EXCEPT all the oil, gas and other minerals lying thereunder.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, the Parties hereby agree as follows:

Property.

§ 1. Property. Purchaser agrees to purchase from Seller and Seller agrees to sell, transfer and convey to Purchaser that certain tract of Property situated in Pittsburg County, Oklahoma, and more particularly described above, together with all and singular the rights and appurtenances thereto in any way belonging, including all buildings and fixtures located thereon.

Consideration.

§ 2. Consideration. Subject to credits, adjustments and prorations as hereinafter provided, the total purchase price for the Property, shall be FIVE HUNDRED FIFTY THOUSAND and NO/100 dollars ($550,000.00) (the "Purchase Price"), (or such greater or lesser amount as may be required after credits, adjustments and prorations, including credit to Purchaser for the amount paid as option to purchase real property fees) payable to Seller at Closing as hereinafter specified.

Title Requirements.

§ 3. Title Requirements. Purchaser shall procure, at Purchaser's own expense, a Commitment for title insurance (the "Title Commitment"). The Title Commitment covering the Property shall be addressed to the Purchaser and bind the title company to issue to Purchaser, at closing, an American Land Title Association (ALTA) standard form Owner's Policy of Title Insurance (the "Title Policy"), in the amount of the purchase price. The Title Commitment shall set forth the status of the Title to the Property, showing and having attached copies of all liens, claims, encumbrances, easements, rights-of-

way, encroachments, reservations, restrictions and any other matters affecting the Property. If the Seller fails to provide Purchaser with said Owner's Policy of Title Insurance Purchaser may elect to terminate this agreement, provided that Purchaser gives Seller written notice of the election, whereon Seller shall return to Purchaser all option fees paid under the Option to Purchase Real Property executed between the parties on the ____ day of June, 2015, and this Agreement shall become null and void and of no further force and effect at law and in equity.

Risk of Loss.

§ 4. Risk of Loss. Until Closing, risk of loss to the Property, ordinary wear and tear excepted, shall be upon Seller; after Closing such risk shall be upon Purchaser.

Conditions of Closing.

§ 5. Conditions of Closing. The Parties agree that Closing shall be conditioned upon the following items:

§ 5.01. This Agreement has not been terminated pursuant to § 3, supra, and all other contingencies and requirements contained in this Agreement have either been provided for, waived, or otherwise satisfied.

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Hope Trammell - Pittsburg County Clerk
State of Oklahoma

Closing.

§ 6. Closing. This transaction shall be closed at _____, McAlester, Oklahoma, or at such other place as may be agreed upon by Purchaser and Seller, after all conditions of Closing and other requirements have been satisfied, waived or otherwise provided for on or about the _____ day of _____, 20____, unless the date of Closing is accelerated or extended in a written instrument signed by Seller and Purchaser.

Deliveries at Closing.

§ 7. Deliveries at Closing. At the time of Closing, Seller shall execute and deliver a good and sufficient General Warranty Deed (the "Deed") in recordable form with sufficient revenue stamps thereon (paid by Seller), conveying all right, title and interest thereto, free and clear of all liens and encumbrances whatsoever. At the time of Closing, Purchaser shall deliver the sum due as set forth in § 2, supra. Purchaser shall pay the cost of recording said General Warranty Deed.

Insurance, Risk of Loss and Adjustments.

§ 8. Insurance, Risk of Loss and Adjustments. Seller shall keep and maintain all insurance presently in effect on the Property until Closing, and until Closing the risk of loss of any part of the Property shall be on Seller, and Seller shall be entitled to receive all insurance proceeds therefor, whether or not possession of any part of the Property has been delivered to Purchaser.

Proration of Taxes and Assessments.

§ 9. Proration of Taxes and Assessments. All ad valorem taxes and special assessments thereon for the current year shall be prorated to date of Closing. If the amount of ad valorem taxes or special

assessments for the current tax year has not been fixed by the date of Closing, the proration of such taxes shall be based upon the rate of levy for the preceding tax year.

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State of Oklahoma

Possession.

§ 10. Possession. Possession of the Property shall be delivered to Purchaser at Closing.

Closing Costs.

§ 11. Closing Costs. Seller shall pay all closing costs, its own attorney's fees, broker's fees, any other professional fees incurred by Seller in furtherance of closing, and any required title curative documents, as well as the cost of documentary revenue stamps on the General Warranty Deed. The cost of filing the General Warranty Deed shall be paid by Purchaser, and Purchaser shall be responsible for its own attorney's fees, broker's fees, and any other professional fees incurred by Purchaser in furtherance of closing.

Default/Remedies.

§ 12. Default/Remedies. In the event Seller fails to comply with the terms of this Agreement, Purchaser shall have the right to seek specific performance hereof, and the prevailing Party in any litigation shall have the right to recover all of such Party's expenses and costs incurred by reason of such litigation, including, but not limited to, attorney's fees, court costs, and costs of suit preparation. In the event Purchaser fails to comply with the terms of this Agreement, Seller's remedies shall be limited to any option payments received under the Option to Purchase Real Property executed by the parties on the ____ day of June, 2015.

Assignment.

§ 13. Assignment. This Agreement shall be binding upon the parties hereto, their respective heirs, successors and assigns, but shall not be assigned by any party hereto without the written consent of the other Party, provided, however, that Seller hereby consents to any assignment by Purchaser to any entity owned (either as a stockholder or partner) by Purchaser, and Purchaser may specifically assign this agreement to Connected Acquisition Services, LLC.

Headings.

§ 14. Headings. The headings contained in this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Choice of Law.

§ 15. Choice of Law.This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Oklahoma.

Covenants and Conditions.

§ 16. Covenants and Conditions. The covenants, conditions, representations and warranties contained herein shall survive the date of Closing.

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Fee: $ 39.00 Doc: $ 0.00
Hope Trammell - Pittsburg County Clerk
State of Oklahoma

Conflicts.

§ 17. Conflicts. This Agreement is a final expression of the intent of the Parties and shall be modified only by a duly executed written instrument.

Binding Effect and Special Conditions.

§ 18. Binding Effect and Special Conditions. This Agreement and the terms, covenants and provisions hereof, shall inure to the benefit of and be binding upon the successors and permitted assigns of both Parties hereto.

Counterparts.

§ 19. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one instrument.

Severability.

§ 20. Severability. If any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable under applicable law, this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The remaining provisions of this Agreement shall be given effect to the maximum extent then permitted by law.

Forbearance; Waiver.

§ 21. Forbearance; Waiver. Failure to pursue any legal or equitable remedy or right available to a Party shall not constitute a waiver of such right, nor shall any such forbearance, failure or actual waiver imply or constitute waiver of subsequent default or breach. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such provision.

Authority.

§ 22. Authority. Seller warrants and represents that with respect to Seller's entry into and consummation of this Agreement and the transaction contemplated hereby, all necessary approvals and authorizations required have heretofore been obtained and satisfied; Seller covenants to maintain such authority to and until Closing and agrees to furnish Purchaser with indicia of such authority upon request, including providing purchaser with any and all trust documents or other related agreements.

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

Seller

_____
Jimmie D. Key, Co-Trustee of the
J & L Revocable Trust

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State of Oklahoma

_____
Evy LaVerne Key, Co-Trustee of the
J & L Revocable Trust

Purchaser

_____
Steve Harrison, Mayor of the
City of McAlester

STATE OF OKLAHOMA,

SS:

COUNTY OF TULSA,

Before me, the undersigned notary public in and for said county and state, on the _____ day of_____, 20____, personally appeared Jimmie D. Key and Evy LaVerne Key, Co-Trustees of the J & L Revocable Trust, to me well known to be the identical persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires:_____
My Commission No.:_____

STATE OF OKLAHOMA,

SS:

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06/24/2015 11:04 am Pg 0327-0340
Fee: $ 39.00 Doc: $ 0.00
Hope Trammell - Pittsburg County Clerk
State of Oklahoma

COUNTY OF PITTSBURG,

Before me, the undersigned notary public in and for said county and state, on the _____ day of_____, 20___ personally appeared Steve Harrison, to me well known to be the identical person who subscribed the name of the City of McAlester an Oklahoma Municipal corporation, to the foregoing instrument as its Mayor, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires:_____
My Commission No.:_____

McAlester
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November 13, 2015

Mayor & City Council
City of McAlester
28 E. Washington
McAlester, Oklahoma 74501

RE: CIP 4A-Change Order #4

Mayor & Council:

I received and approved change order #4 requesting immediate approval for the health and safety of the community. A leaking sewer line was discovered in front of Foster Flowers on 6th. Street. In addition, the existing line is above the subgrade and will need to be lowered. I toured the site along with our Engineer and verified all information. Proper documentation includes the signed Request For Information provided by the contractor along with signed documentation from the design Engineering Firm.

This will be placed on the Consent Agenda for our City Council meeting on November 24, 2015 The item will include the change order, contractor extra cost detail ($4,265.25), request for information along with pictures of the area of concern.

Sincerely,

Peter Stasiak

Peter Stasiak

CC: John Modzelewski
Toni Ervin

CITY OF McALESTER, OKLAHOMA

CHANGE ORDER NO. 4

OWNER: City of McAlester

DATE OF AGREEMENT: July 15, 2015

CONTRACTOR: Carstensen Contracting, Inc.

DATE OF CHANGE ORDER: November 12, 2015

PROJECT: CIP#4 Amendment: South Sixth Street

The following changes are made to the CONTRACT: Adding approx. 110 LF of 4" sanitary sewer to fix a leaky 6" sanitary sewer line that is also too high in our subgrade. It is believed this line has enough slope on it to lower and be below our subgrade to achieve proper compaction. This line controls a sanitary sewer service at the flower shop and we will have to attach that service at that location and cap the end.

JUSTIFICATION:

Original CONTRACT Price:	$ 1,083,261.40
Present CONTRACT Price:	$ 1,113,921.24
The CONTRACT price due to this Change Order No. 4 will be (Increased) ~~(Decreased)~~ by:	$ 4,265.25
The new CONTRACT price including this Change Order will be:	$ 1,118,186.49

THE DATE FOR COMPLETION OF ALL WORK WILL BE; April 26, 2016

CONTRACTOR:
Carstensen Contracting, Inc.

By: _____

OWNER:
City of McAlester

_____
Steve Harrison, Mayor

ENGINEER:
Poe and Associates.
Design Engineers

By: _____

CARSTENSEN
CONTRACTING, INC.

CARSTENSEN CONTRACTING EXTRA COST DETAIL 16 - CIP 4A McAlester

Note: This change order is to replace a leaking 6" sanitary sewer that is also to high for our subgrade. It is believed that this line can be lowered to achieve proper compaction of the subgrade. The engineer has requested to change the 6" to a 4" sanitary sewer line. There is one (1) 4"x4" service connection that will be needed to connect the service up at the flower shop.

Cost for all extras combined together

Item	Description	Quantity	Units	Price	Total
119	4" PVC for Sanitary Sewer	110.00	LF	$35.00	$3,850.00
	Sanitary Sewer connection 4"x4"	1.00	EA	$179.00	$179.00
90	Unclassified Excavation	15.00	CY	$15.75	$236.25
	Total				$4,265.25
	ADDITIONAL DAYS REQUESTED	4	days		
	Original Contact Completion including All CO	March 23, 2016			
	New Contract Substantial Completion	**March 27, 2016**			
	Original Contract Final Completion including All CO	April 22, 2016			
	New Contract Final Completion	**April 26, 2016**			

Carstensen Contracting — Date: 11/12/2015

Engineer — Date: 12 November 2015

Carstensen Contracting Inc.
1507 7th St. WE
Pipestone, MN. 56164
Office 507.825.2026
Fax 507.825.2027

REQUEST FOR INFORMATION

Project Name: 2013 Street Reconstruction Program Project #4

To: Poe & Associates
4606 S. Garnett Rd, Ste. 600
Tulsa, OK 74146

RFI No. 029

Description: 6" Sanitary Sewer

Specification Section:

Specification Paragraph:

Drawing No(s).:

Date Information Requested: 11-Nov-15

Date Response Needed: 12-Nov-15

Cost Impact: Possible

Description of Information Needed:

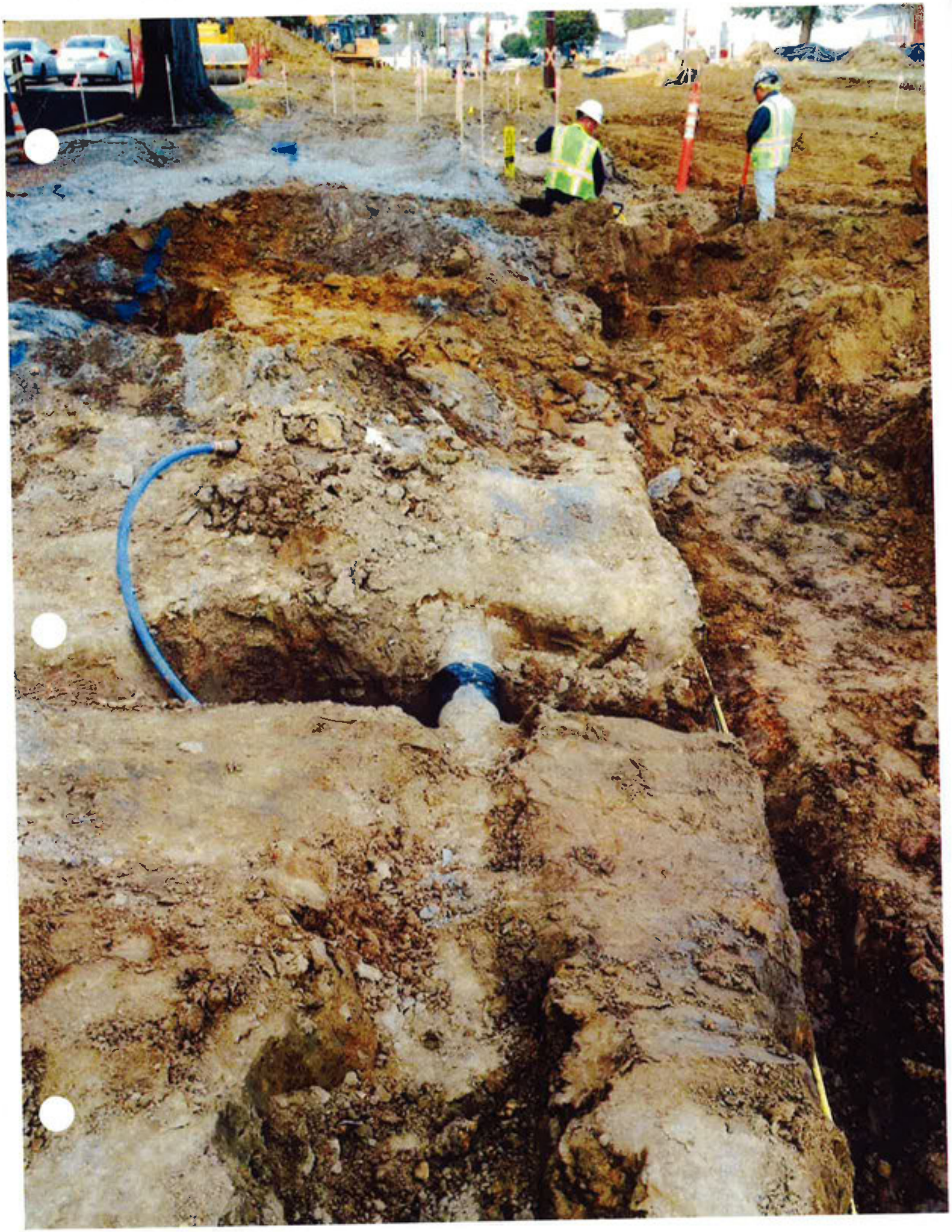
1. Just North of the bridge on the West side of the road on 6th street (In front of the flower shop) there is a 6" Sanitary Sewer line that has been discovered. This 6" line seems to have 1 service on it from the flower shop and capped just south of the flower shop and runs north, reduces to a 4" line and ties into the 12" line close to the manhole. Originally we hooked to the 4" line and hooked it to the 12" for a sanitary sewer service connection. The 6" line is leaking in front of the flower shop and is at height where it is in the way of the grade. There is potentially ough slope to lower this line out of the way of the grade. If this line is chosen to be replaced, we would have to .arge an extra sanitary sewer service hook up, however per as builts we will show we have 1 an sanitary sewer service extra billed for. This would be because we have already hooked up this same sanitary sewer service. Also there is no line item for 6" sanitary sewer either. Depending on the solution there may be other costs associated as well. Please let me know how to proceed

Engineers Comments:

1. Please verify if grade is available to tie this discovered service into the 4" service connection already made to the 12" sanitary sewer for the flower shop so the extra 6" can be removed from service. Note that would keep the entire service a 4" service line from flower shop to 12" main.

Submitted by: Joshua Dede
Carstensen Contracting
Date: 11/11/2015

Reviewed by:
Engineering Firm: Poe & Associates, Inc.
Date: 12 November 2015



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November 18, 2015

Mayor & City Council
City of McAlester
28 E. Washington
McAlester, Oklahoma 74501

RE: CIP 4-Change Order #10 & #11

Mayor & Council:

I received and approved change order #10 requesting immediate approval for the health and safety of the community. The owner of home has a wife in a wheel chair and they need access to their driveway for her transportation. This driveway would have exceeded the original quantities on the plans, thus requiring a change order. This change order is in the amount of $740.00. In addition, I have approved change order # 11 requesting an additional 15 square yards of concrete to complete the sidewalks. This would have caused a work stoppage for the contractor as they are nearing the end of the project. This change order is in the amount of $1,630.00. I toured the site of the driveway with our Engineer and verified all information. Proper documentation includes the signed extra cost detail signed by the contractor and the Engineer.

This will be placed on the Consent Agenda for our City Council meeting on November 24, 2015. The item will include the change orders.

Sincerely,

Peter Stasiak

Peter Stasiak

CC: John Modzelewski
Toni Ervin

CITY OF McALESTER, OKLAHOMA

CHANGE ORDER NO. 10

OWNER: CITY OF McALESTER **DATE OF AGREEMENT: April 20, 2015**
DATE OF CHANGE ORDER: November 18, 2015
PROJECT: CIP #4
CONTRACTOR: Carstensen Contracting, Inc.

The change being made to the CONTRACT Documents is identified as "CO 12 Extra Driveway quantities" in the attachment "Carstensen Contracting Extra Cost Detail CIP 4 McAlester". The Cost for this is $ 740.00 JCM The request will also add 1 days to the project.

JUSTIFICATION:

Original CONTRACT Price:	$2,942,565.20
Present CONTRACT Price:	$3,046,933.38
The CONTRACT price due to this Change Order No. **10** will be **(Increased)** (Decreased) by	$ 740.00
The new CONTRACT price including This Change Order will be:	$ 3,047,673.38

THE DATE FOR COMPLETION OF ALL WORK WILL BE: April 27, 2016

Contractor:
Carstensen Contracting, Inc.

By: Josh Dale

Owner:
CITY OF McAlester

By: _____
Steve Harrison
City Mayor

Engineer:
Poe & Associates
Design Engineers

By: _____

CARSTENSEN
CONTRACTING, INC.

CARSTENSEN CONTRACTING EXTRA COST DETAIL CIP 4 McAlester

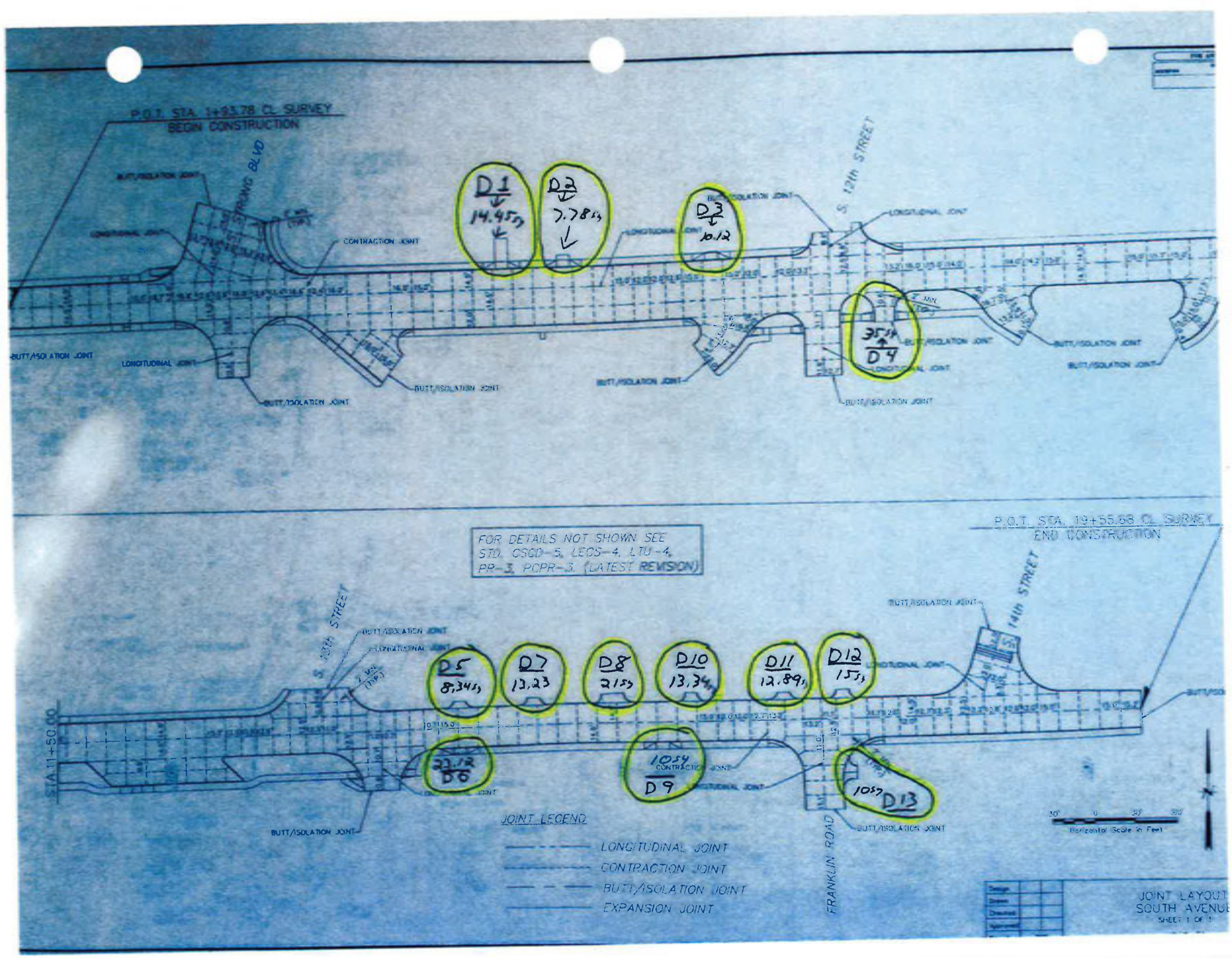
Note: This change order is for extra Driveway quantities. We have measured up what we have completed and what is left and have determined we are going to run over quantities in this area. We need a Change Order to proceed with the remaining items. THERE ARE ADDITIONAL OVERAGES ON DRIVEWAY, HOWEVER MR. STASIAK MADE CARSTENSEN CONTRACTING BREAK UP THE CHANGE ORDERS.

Cost for all extras combined together

Item	Description	Quantity	Units	Price	Total
27	Driveways	10	SY	$74.00	$740.00
	Total				$740.00
	ADDITIONAL DAYS REQUESTED	1	days		
	Original Contact Completion including All CO	March 27, 2016			
	New Contract Substantial Completion	**March 28, 2016**			
	Original Contract Final Completion including All CO	April 26, 2016			
	New Contract Final Completion	**April 27, 2016**			

Carstensen Contracting — Date: 11/18/2015

Engineer — Date: 18 November 2015


P.O.T. STA. 1+93.78 CL SURVEY
BEGIN CONSTRUCTION
STRONG BLVD
S. 12th STREET
BUTT/ISOLATION JOINT
LONGITUDINAL JOINT
CONTRACTION JOINT
D1 14.45
D2 7.78
D3 10.12
35
D4
FOR DETAILS NOT SHOWN SEE
STD. OSCD-5, LECS-4, LTU-4,
PR-3, PCPR-3, (LATEST REVISION)
P.O.T. STA. 19+55.68 CL SURVEY
END CONSTRUCTION
14th STREET
S. 13th STREET
STA. 11+50.00
D5 8.34
D7 13.23
D8 21
D10 13.34
D11 12.89
D12 15
23.12 D6
105 CONTRACTION JOINT D9
105 D13
FRANKLIN ROAD
JOINT LEGEND
LONGITUDINAL JOINT
CONTRACTION JOINT
BUTT/ISOLATION JOINT
EXPANSION JOINT
Horizontal Scale in Feet
JOINT LAYOUT
SOUTH AVENUE
SHEET 1 OF 1

CITY OF McALESTER, OKLAHOMA

CHANGE ORDER NO. 11

OWNER: CITY OF McALESTER **DATE OF AGREEMENT: April 20, 2015**
DATE OF CHANGE ORDER: November 18, 2015
PROJECT: CIP #4
CONTRACTOR: Carstensen Contracting, Inc.

The change being made to the CONTRACT Documents is identified as "CO 17 Extra Sidewalk quantities" in the attachment "Carstensen Contracting Extra Cost Detail CIP 4 McAlester". The Cost for this is $1,630.00. The request will also add 1 day to the project.

JUSTIFICATION:

Original CONTRACT Price:	$2,942,565.20
Present CONTRACT Price: (pending CO 10)	$3,047,673.38
The CONTRACT price due to this Change Order No. 11 will be **(Increased)** (Decreased) by	$ 1,630.00
The new CONTRACT price including This Change Order will be: (pending CO 10)	$ 3,049,303.38

THE DATE FOR COMPLETION OF ALL WORK WILL BE: April 28, 2016

Contractor:
Carstensen Contracting, Inc.

By: Josh Dale

Owner:
CITY OF McAlester

By: _____
Steve Harrison
City Mayor

Engineer:
Poe & Associates
Design Engineers

By: _____

CARSTENSEN
CONTRACTING, INC.

CARSTENSEN CONTRACTING EXTRA COST DETAIL 17 - CIP 4 McAlester

Note: This change order is for quantities of sidewalk that have shown to be over. We have not poured this sidewalk as of yet. The small load fee and Supervision are cost that are incurred do to having to stop the sidewalk short and to come back and pour a small amount.

Cost for all extras combined together

Item	Description	Quantity	Units	Price	Total
46	4" Concrete Sidewalk	15.00	SY	$76.00	$1,140.00
	Small Load Fee for concrete	1.00	EA	$50.00	$50.00
	Supervision	1.00	day	$440.00	$440.00
	Total				$1,630.00
	ADDITIONAL DAYS REQUESTED	1	days		
	Original Contact Completion including All CO	March 28, 2016			
	New Contract Substantial Completion	**March 29, 2016**			
	Original Contract Final Completion including All CO	April 27, 2016			
	New Contract Final Completion	**April 28, 2016**			

Carstensen Contracting — Date: 11/18/2015

Engineer — Date: 18 November 2015

Oklahoma Municipal Assurance Group

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

11/2/15

RECEIVED
NOV 05 2015
IN CITY CLERK'S OFFICE

City of McAlester
Attn: Cora Middleton
P.O. Box 578
McAlester, OK 74502-0578

RE:	Member	:	City of McAlester
	Claimant	:	Minnie Turnbow
	Date of Loss	:	8/24/2015
	Claim No.	:	201157-KW

Dear Ms. Middleton:

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

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

Thus to begin the 180-day statute of limitations prior to 12/15/15, you must deny this claim in writing before 12/15/15. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial**. To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

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

Sincerely,

Kyle Waid
Claims Adjuster

Oklahoma Municipal Assurance Group

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

RECEIVED
NOV 05 2015
CITY CLERK'S OFFICE

11/2/15

Minnie Turnbow
919 North B Street
McAlester, OK 74501

RE:	Member	:	City of McAlester
	Claimant	:	Minnie Turnbow
	Date of Loss	:	8/24/2015
	Claim No.	:	201157-KW

Dear Ms. Turnbow:

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

Sincerely,

Kyle Waid

Kyle Waid
Claims Adjuster

cc: City of McAlester

Oklahoma Municipal Assurance Group

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

October 6, 2015

Minnie Turnbow
919 North B Street
McAlester, OK 74501

Re:	Member	:	City of McAlester
	Claimant	:	Minnie Turnbow
	Date of Loss	:	8/24/2015
	Claim Number	:	201157-KW

Dear Ms. Turnbow,

This will acknowledge receipt of the above captioned claim. The undersigned will be directing the handling of this matter and will be in touch in the near future.

Sincerely,

Kyle Waid

Kyle Waid
Claims Examiner

KW/jp

cc: City of McAlester

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the City of McAlester
Public entity you are filing this claim against

PLEASE PRINT OR TYPE AND SIGN Minnie G. Turnbow

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

CLAIMANT(S) MINNIE G. TURNBOW
ADDRESS 919 NORTH B STREET
MCALESTER, OK. 74501

CLAIMANT(S) SOCIAL SECURITY NO.
CLAIMANT(S) DATE OF BIRTH
PHONE: HOME( ) BUS.( )

Continue on another sheet if needed for any information requested)

1. DATE AND TIME OF INCIDENT APPROXIMATELY 8-24-15 ( )a.m. ( )p.m.
2. LOCATION OF INCIDENT 919 NORTH B STREET MCALESTER, OK. 74501
3. DESCRIBE INCIDENT
- SEE ATTACHED -

4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

BODILY INJURY: WAS CLAIMANT INJURED? YES___ NO___ If yes, complete this section
Describe injury

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES___ NO___ If so, please give name, address and phone number of company

NAME OF DOCTOR OR HOSPITAL

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

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

VEHICLE NAME BODY TYPE YEAR
NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.
IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS WATER LINES AT 919 NORTH B. STREET MCALESTER, OK. 74501 & WATER LEAK

PROPERTY DAMAGE (Attach repair bills or two estimates) $ 301.50 PLUMBE
LIST OTHER DAMAGES CLAIMED $? WATER
TOTAL PROPERTY . . . . . $

5. NAME OF YOUR INSURANCE CO. POLICY NO. AMOUNT CLAIMED AMOUNT RECEIVED

6. The names of any witnesses known to you.

Name	Address	Phone Number
ANGUS L. WYNN III	9A NORTH B. STREET MCALESTER, OK 74501	918-424-1409
PATRICK & SONS PLUMBING	8853 CHOATE PRAIRIE Rd. INDIANOLA OK 74442	

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

$301.50 FOR PLUMBER + WATER WASTED.

SIGNATURE(S) DATE

11/06

SEPTEMBER 11, 2015

ON APROXIMATELY AUGUST 24, 2015, A CITY WORKER CAME TO MY DOOR & INFORMED ME I HAD A WATER LEAK AT MY METER. HE SAID IT WAS ON THE CITY'S SIDE, SO I DIDN'T NEED TO WORRY ABOUT IT. HE WOULD TAKE CARE OF IT. HE TOLD ME HE THOUGHT IT WAS VANDALISM AGAIN & HE HAD INSTALLED A LOCK ON THE METER. I DIDN'T THINK ANY MORE ABOUT IT FOR DAYS (PERHAPS A WEEK)

THE WORKER CAME BACK & TOLD ME THE LEAK WAS ON MY SIDE OF THE METER. I REMINDED HIM HE HAD TOLD ME IT WAS ON THE CITY'S SIDE. HE OFFERED NO EXPLAINATION, JUST STATED, WELL IT'S NOT. ITS ON YOUR SIDE. I CALLED HIM THAT EVENING TO UNLOCK THE METER, SO MY FIANCE COULD FIX THE LEAK. HE TOLD MY FIANCE THERE WAS TOO MUCH FLOODING & HE WOULD COME BACK TOMORROW & PUMP THE WATER OUT.

HE DID NOT. I CALLED AGAIN FOR HIM TO UNLOCK THE METER. I HAD CONTACTED PATRICK & SONS PLUMBING. THE PLUMBER TOLD HIM & US THAT HE HAD PUSHED THE METER CAN DOWN ON THE PIPES CAUSING THE LEAK. HE DENIED IT SAYING HE HAD PUT BRICKS DOWN TO HOLD THE METER CAN

OFF THE PIPES. THERE WERE NO BRICKS PRESENT AND HE WAS THE ONLY ONE WITH A KEY. HE WAS VERY RUDE TO ALL WHO WERE PRESENT. HE STATED WE WERE NOT ALLOWED TO TURN OUR WATER ON OR OFF. HE WAS THE ONLY ONE AUTHORIZED TO DO SO.

SEE PLUMBERS RECEIPT FOR EXPLANATION OF HOW THE METER CAN WAS RESPONSIBLE FOR THE BROKEN WATER LINES.

I AM DISABLED & CANNOT AFFORD TO PAY FOR HIS MISTAKES. I AM ASKING THE CITY OF MCALESTER TO PAY $301.50 FOR THE PLUMBER & ANY EXCESS WATER BILL.

SINCERELY

Minnie G. Turnbow

919 NORTH B. STREET
MCALESTER, OK
74501

918-421-9303

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

To inquire about this claim you may write to OMAG Claims Dept. or call 1-800-234-9461; or in Oklahoma City call 525-6624

This Notice of Tort Claim was received by Cora Middleton

(Title) City Clerk, on September 16, 20 15

For further information on this claim contact Cora Middleton

(Title) City Clerk, by telephone at (918) 423-9300 ext 4956

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

Claimant statement; Copy of Plumber's Statement; City of McAlester Utility Maint. Dept Hang Tag; Statement from Aaron Bough UTM Manager + photos

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

	Name	Title/Position	Telephone
	Aaron Bough	UTM Manager	(918) 423-9300 ext 4990
2.			
3.			
4.			

Submitted by: Cora Middleton Date Oct. 1, 20 15

Title: City Clerk

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

OMAG Claims Dept.
4130 N. Lincoln Blvd
Oklahoma City, OK 73105-5209
Fax (405) 525-0009

CITY OF McALESTER
UTILITY MAINTENANCE DEPT.

Date 9-1-15 Time 2:05

Dear Customer:

The City of McAlester Utility Maintenance Department inspected:

- [x] Water Service
- [ ] Sewer Service

At 919 N B

During our inspection we found or took the following action:

WATER:

- [ ] Leak was on CITY side of water meter
- [x] Leak was on CUSTOMER side of water meter
- [ ] [illegible] was turned off because [illegible] service line
- [ ] [illegible] needs to repair water service line

[illegible]

- [ ] City main sewer line was unblocked after flushing
- [ ] City main sewer line is clear
- [ ] Blockage in customer sewer service line
- [ ] Customer needs to clear sewer service line

[illegible] WAS BEEN TURNED OFF DUE TO:

- [ ] [illegible] water line break
- [ ] [illegible] hydrant repair
- [ ] Tie in new line
- [ ] Repair

Anson

918-886-2518

UTM Supervisor

If you have any questions about notice or our service please call [illegible] McAlester Utilities Department at (918) [illegible] ext. 4990 or after hours at (918) 424-8021 or [illegible] Police Dept. at (918) 423-1212

PATRICK & SON PLUMBING, INC

Need it Done Right, Call us Day or Night!
8853 CHOATE PRAIRIE RD
INDIANOLA, OK 74442
Ph. 918-424-4575 / LIC.# OK130040

CUSTOMER'S ORDER NO	PHONE	DATE
		9-1-15

NAME: MINNIE TURNBOW
ADDRESS: 919 N B ST
MCALESTER

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT	Pd CK #1949

QTY.	DESCRIPTION	PRICE	AMOUNT
1.5	LABOR DIG UP SERVICE LINE AT METER TO FIND LEAK FOUND METER CAN SMASHED DOWN ON SERVICE LINE BREAKING GLUE JOINT ON ADAPTER TO METER LOOP. WHEN REMOVING CAN CITY SIDE OF METER LOOP CAME APART. CALLED CITY TO FIX. INSTALLED 2'-3/4" PEX		112.50
1	LABOR AFTER HRS R+H		165.00
1	PARTS	TAX	24.00
		TOTAL	$301.50

RECEIVED BY

C PRODUCT 610 All claims and returned goods must be accompanied by this bill.

Thank You

2579

Cora Middleton

From: Routh, Aaron <Aaron.Routh@stservices.com>
Sent: Wednesday, September 16, 2015 11:44 AM
To: Cora Middleton
Subject: N B claim

Cora,

This has been an ongoing issue for the past few weeks. I have had 2 diferent crews take care of the issue here. We did notify them that it was leaking on their side and the customer himself repaired the line the first few times. Then we were called back out because he needed it pumped down to work on his side which he is not a licensed plumber to my knowledge. He got angry with Stephen because he was not doing exactly everything the guy wanted and was told to contact a plumber to make the repairs to his side. The next day We received a call from dispatch and our whole side of the meter was broken off while supposedly trying to turn it back on, which could be turned by hand. We then had to repair it and I asked upstairs about how we hold them accountable for the damage to our side. I got no where with that and it has since been left alone!

I do have pictures of you need them and will do more research to make sure you have all the important information!
Thanks,

Aaron Rough

Sent from my Verizon 4G LTE Smartphone

Cora Middleton

From: Cora Middleton
Sent: Friday, October 02, 2015 9:24 AM
To: 'claimsdepartment@omag.org'
Subject: Notice of Tort Claim
Attachments: Notice of Tort Claim, M. Turnbow.pdf; photo 1.docx; Re: N B claim; photo 1.docx; Re: N B claim; Plumber invoice.pdf; UTM Hang tag.pdf

To Whom it May Concern;

Attached is a Notice of Tort Claim filed by Minnie Turnbow, 919 N. B Street, McAlester, OK 74501 for alleged damage to the water meter at her residence. This is the first of 2 emails concerning this claim as there are several photos of the water meter in question.

I apologize for not getting this submitted to you sooner, there was a problem with transferring photos.

Thank you,

Cora Middleton, CMC
City Clerk

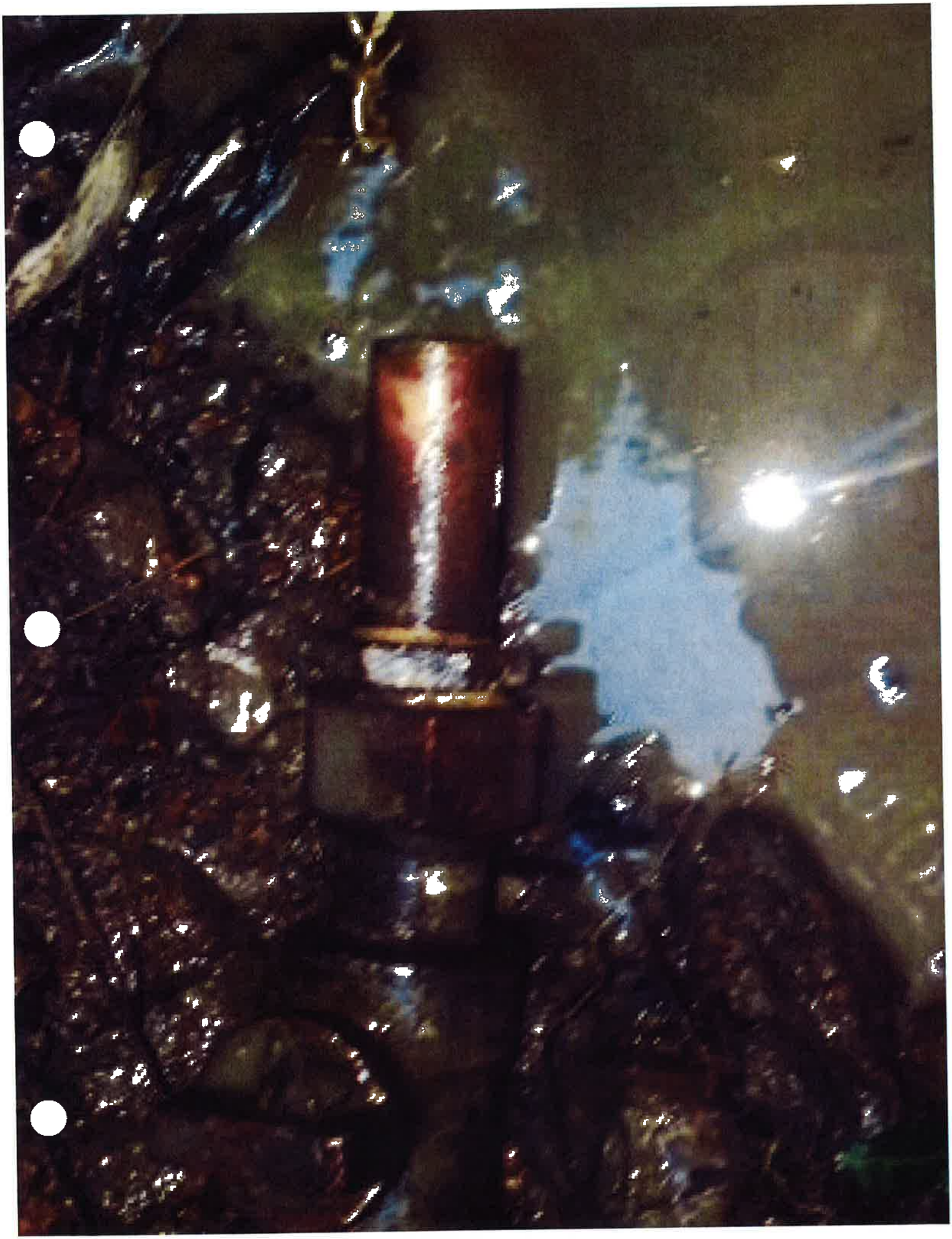
Susan Hooper

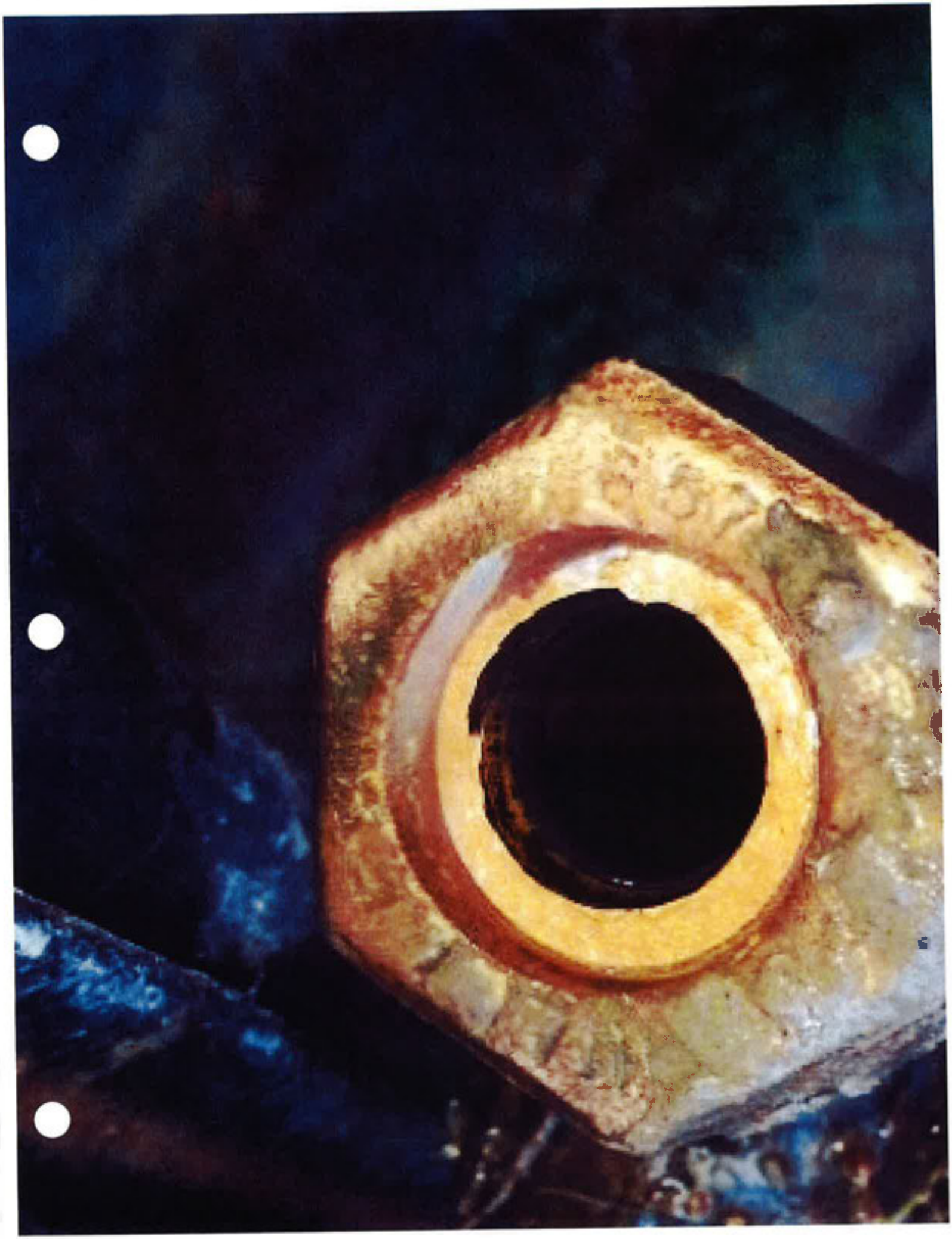
From: Cora Middleton
nt: Tuesday, November 17, 2015 9:32 AM
.o: Susan Hooper
Subject: Consent Agenda
Attachments: 146.jpg; Consent Agenda info., 11.24.15.pdf; 147.jpg; 148.jpg; 150.jpg; 151.jpg; 152.jpg; 153.jpg; 154.jpg; 155.jpg; 156.jpg

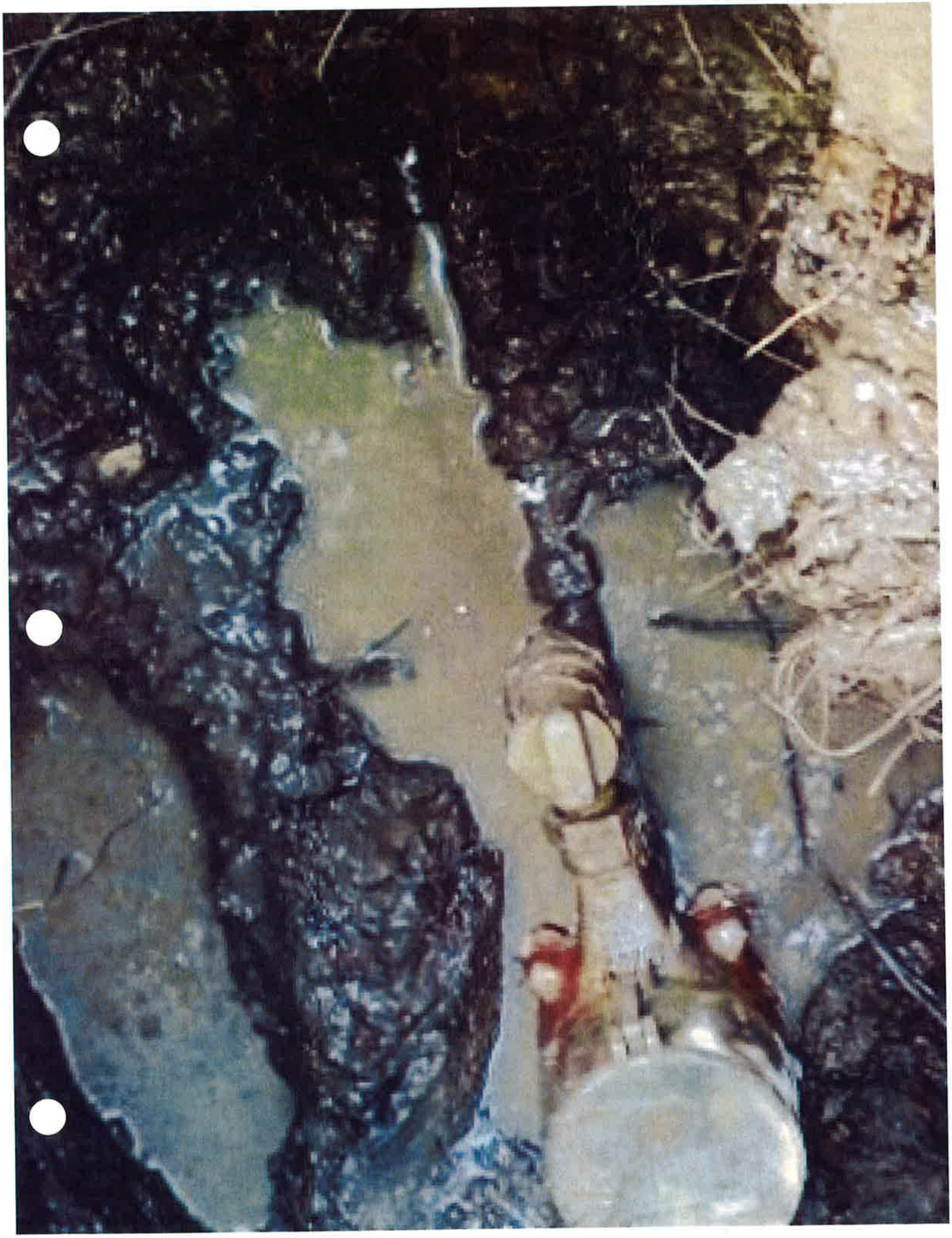
Susan,

Attached is the documents and photos for the Claim denial.

Cora







McAlester City Council

Date	Time	Location
Jan. 12, 2016	6:00 PM	Council Chambers, Municipal Bldg.
Jan. 26, 2016	6:00 PM	Council Chambers, Municipal Bldg.
Feb. 9, 2016	6:00 PM	Council Chambers, Municipal Bldg.
Feb. 23, 2016	6:00 PM	Council Chambers, Municipal Bldg.
Mar. 8, 2016	6:00 PM	Council Chambers, Municipal Bldg.
Mar. 22, 2016	6:00 PM	Council Chambers, Municipal Bldg.
Apr. 12, 2016	6:00 PM	Council Chambers, Municipal Bldg.
Apr. 26, 2016	6:00 PM	Council Chambers, Municipal Bldg.
May 10, 2016	6:00 PM	Council Chambers, Municipal Bldg.
May 24, 2016	6:00 PM	Council Chambers, Municipal Bldg.
Jun. 14, 2016	6:00 PM	Council Chambers, Municipal Bldg.
Jun. 28, 2016	6:00 PM	Council Chambers, Municipal Bldg.
Jul. 12, 2016	6:00 PM	Council Chambers, Municipal Bldg.
Jul. 26, 2016	6:00 PM	Council Chambers, Municipal Bldg.
Aug. 9, 2016	6:00 PM	Council Chambers, Municipal Bldg.
Aug. 23, 2016	6:00 PM	Council Chambers, Municipal Bldg.
Sept. 13, 2016	6:00 PM	Council Chambers, Municipal Bldg.
Sept. 27, 2016	6:00 PM	Council Chambers, Municipal Bldg.
Oct. 11, 2016	6:00 PM	Council Chambers, Municipal Bldg.
Oct. 25, 2016	6:00 PM	Council Chambers, Municipal Bldg.
Nov. 8, 2016	6:00 PM	Council Chambers, Municipal Bldg.
Nov. 22, 2016	6:00 PM	Council Chambers, Municipal Bldg.
Dec. 13, 2016	6:00 PM	Council Chambers, Municipal Bldg.
Dec. 27, 2016	6:00 PM	Council Chambers, Municipal Bldg.

***The Airport Authority and McAlester Public Works Authority meet immediately after each Regularly Scheduled Council meeting.**

****The McAlester Retirement Trust Authority meets after the 2nd Regularly Scheduled Council meeting.**

2015

~~2016~~ Sunbelt Expenses

Banquet

- City of McAlester - $315.00 ✓
- US Food - $400.00
- Wal-Mart - ~~$600.00~~
- Decorations - $200.00
- PFG - $350.00
- MPS – 83.58

Concession

- Sooner Coca Cola - $70~~0.00~~ 703.00
- Performance Food Groups – $650.00
- Lovera's – ~~$250.00~~ 360.05
- Wal-Mart – $6~~20.00~~ $1107.00 total
- Hyland Dairy - $100.00
- Indian Nation Wholesale - ~~$500.00~~ 1670.00
- Redwood Distributing – $400.00

Hotel

- AmericInn - $9,~~000.00~~ 8351.75

T-Shirts

- CSP - $3,~~500.00~~ $4000.00

Umpires

- 14 Umpires = $77~~70.00~~ 7370.00
  1. 45 Games@ $70.00 X2 ($140.00) = $6300.00
  2. 5 Games @ $70.00 X3 ($210.00) = $1050.00
  3. 1 Assigning Fee = $350.00

McAlester Public Schools Transportation

- Bus - $3,~~800.00~~ 2010.00

Total Estimated Expenses - $29,~~155.00~~

Total 25970.38

ACTIVITY FUND
2015
11/05/2015 8:44:17 AM

Vendor No. 70006

Accounting Purchase Order

McAlester Public Schools
P.O. Box 1027
200 East Adams
McAlester, OK 74502

PO No: 2015- 61 -1164

PO Date: 02/10/2015

TO: City of McAlester
Attn: Sheila Norman
P.O. Box 578
McAlester, OK 74502

Date Requested: 02/10/2015

Date Approved: 02/10/2015

PO Amount $315.00

SHIP TO: McAlester Public Schools
999 P.O. Box 1027
200 East Adams
McAlester, OK 74502

ENCUMBERED BY

APPROVED BY

Req By: Mary Martin

Description: Sunbelt Rental

DESCRIPTION	Qty/Price	AMOUNT	C.O.DATE	CLASSIFICATION
Rental Fee for Sunbelt 6/4/2015	1.000 315.000	$315.00	02/10/2015	936-2620-440-805-3330-000-705

Paid 6/2/15
Check # 1274

AmericInn

Welcome to the end of the day.

AMERICINN LODGE AND SUITES MCALESTER OK

McAlester Public Schools
Attn: Carolyn
P.O. Box 1027
McAlester OK 74501
United States

Date : 06-12-15

A/R Account Number : MPC111

Amount Paid : $ _____

Page Number : 3

DATE	INV. NO.	FOLIO NO.	DESCRIPTION	DEBIT	CREDIT	BALANCE
06-06-15	10226	82264	Jr. Sunbelt Classic 2015	110.00		110.00
06-06-15	10227	82265	Jr. Sunbelt Classic 2015	110.00		110.00
06-06-15	10228	82266	Jr. Sunbelt Classic 2015	110.00		110.00
06-06-15	10230	82269	Sunbelt Guest Speaker, Gary Ward	46.75		46.75
(3-15	10233	82301	Jr. Sunbelt Classic 2015	220.00		220.00
06-08-15	10235	82311	Jr. Sunbelt Classic 2015	220.00		220.00
06-10-15	10236	82337	Jr. Sunbelt Classic 2015	330.00		330.00
06-10-15	10237	82338	Jr. Sunbelt Classic 2015	330.00		330.00
06-10-15	10239	82351	Jr. Sunbelt Classic 2015	330.00		330.00
06-10-15	10240	82352	Jr. Sunbelt Classic 2015	330.00		330.00
06-10-15	10241	82354	Jr. Sunbelt Classic 2015	330.00		330.00
					Page Total	2,466.75
					Balance Due	8,351.75

PAID
JUN 18 2015
Check # 1328

Pay
Anna

PO 1733

2015 Pay Vocher for Baseball Officials

6/8/15	Event		vs.
Date of Game	Visiting Team		Home Team

Andy Bruner	31919	444 .86 .0304	918-633-6135
Name of Offical	OSSAA ID	Social Security Number	Phone

1009 S. Oak Ave	Broken Arrow	OK	74012
Home Address	City	ST	Zip Code

John
918-
Ath.

Game Count by Position		Game Fees (Multipy count times applicable fee by position.)	
	$60.00	Varsity Total	420.00
	6		
7 Innings	$50.00	Sub Varsity Total	
5 Innings	$45.00	Sub Varsity Total	
5 Innings 1 Umpire	$50.00	Sub Varsity Total	

PAID
JUN 11 2015
Check # 1310

OSSAA per diem chart

Mileage	AMOUNT PAID
1 -- 25	$5.00
26 -- 50	$10.00
51 -- 75	$20.00
76 -- 100	$25.00

Mileage will be paid at the discretion of the school.

(enter 0 if not the driver)

Total Mileage Fee

Grand Total 420

Umpire Signature

Athletic Dept

PO 1732

2015 Pay Vocher for Baseball Officials

June 5-6	Event	Sun Belt	vs.
Date of Game		Visiting Team	Home Team

Brice C. Glidewell	19878	443 - 80 - 6289	580-504-1276
Name of Offical	OSSAA ID	Social Security Number	Phone

1312 N. Binkley St.	Sherman	TX	75092
Home Address	City	ST	Zip Code

Game Count by Position			Game Fees (Multipy count times applicable fee by position.)	
Varisty		~~$60.00~~ 70 / 4	Varsity Total	280.00
Sub Varsity	7 Innings	$50.00	Sub Varsity Total	
	5 Innings	$45.00	Sub Varsity Total	
	5 Innings 1 Umpire	$50.00	Sub Varsity Total	

PAID
JUN 11 2015
Check # 1309

OSSAA per diem chart

Mileage	AMOUNT PAID	(enter 0 if not the driver)
1 --25	$5.00	
26 -- 50	$10.00	
51 -- 75	$20.00	
76 -- 100	$25.00	

Mileage will be paid at the discretion of the school.

Total Mileage Fee

Grand Total 280

Brice C. Glidewell
Umpire Signature

Athletic Dept

2015 Pay Vocher for Baseball Officials

PO 1731

JUNE 5-6	Event	SUNBELT	vs.
Date of Game		Visiting Team	Home Team

KURT GRIDER	19032	447-92-5257	918-313-0617
Name of Offical	OSSAA ID	Social Security Number	Phone

2511 E 138TH CT S.	BIXBY	OK	74008
Home Address	City	ST	Zip Code

Game Count by Position			Game Fees (Multipy count times applicable fee by position.)	
Varisty		~~$60.00~~ 70 / 4	Varsity Total	280.00
Sub Varsity	7 Innings	$50.00	Sub Varsity Total	
	5 Innings	$45.00	Sub Varsity Total	
	5 Innings 1 Umpire	$50.00	Sub Varsity Total	

PAID
JUN 11 2015
Check # 1303

OSSAA per diem chart

Mileage	AMOUNT PAID	(enter 0 if not the driver)	
1 --25	$5.00		Total Mileage Fee
26 -- 50	$10.00		
51 -- 75	$20.00		Grand Total 280
76 -- 100	$25.00		

Mileage will be paid at the discretion of the school.

Umpire Signature

Athletic Dept

2015 Pay Vocher for Baseball Officials P01730

JUNE 5-6	Event	JR SUNBELT	vs.	
Date of Game		Visiting Team		Home Team

Barry Crow	20443	442220422	
Name of Offical	OSSAA ID	Social Security Number	Phone

15301 W 16th	Sand Spr	OK	74063
Home Address	City	ST	Zip Code

Game Count by Position		Game Fees (Multipy count times applicable fee by position.)	
Varisty	~~$60.00~~ 70 / 8	Varsity Total	$560.00
Sub Varsity 7 Innings	$50.00	Sub Varsity Total	
5 Innings	$45.00	Sub Varsity Total	
5 Innings 1 Umpire	$50.00	Sub Varsity Total	

PAID
JUN 11 2015
Check #1307

OSSAA per diem chart

Mileage	AMOUNT PAID	(enter 0 if not the driver)
1 --25	$5.00	
26 -- 50	$10.00	
51 -- 75	$20.00	
76 -- 100	$25.00	

Mileage will be paid at the discretion of the school.

Total Mileage Fee

Grand Total 560-

Umpire Signature

Athletic Dept

2015 Pay Vocher for Baseball Officials PO 1729

JUNE 5-10 2015	Event	Jr. Sun Belt	vs.
Date of Game		Visiting Team	Home Team

MARCUS DOLAN	30129	444 - 90 - 7171	918 - 361 - 1910
Name of Offical	OSSAA ID	Social Security Number	Phone

6001 S. 39th W Ave	TULSA	OK	74107
Home Address	City	ST	Zip Code

Game Count by Position		Game Fees (Multipy count times applicable fee by position.)	
Varisty	~~$60.00~~ 70 14	Varsity Total	980.00
Sub Varsity 7 Innings	$50.00	Sub Varsity Total	
5 Innings	$45.00	Sub Varsity Total	
5 Innings 1 Umpire	$50.00	Sub Varsity Total	

PAID

JUN 11 2015

Check # 13064

OSSAA per diem chart

Mileage	AMOUNT PAID	(enter 0 if not the driver)	
1 --25	$5.00		Total Mileage Fee
26 -- 50	$10.00		
51 -- 75	$20.00		Grand Total 980 -
76 -- 100	$25.00		

Mileage will be paid at the discretion of the school.

Umpire Signature

Athletic Dept

2015 Pay Vocher for Baseball Officials

PO 1728

6-5/6/10	Event		vs.
Date of Game	Visiting Team		Home Team

Terry Kimmel Jr		445-84-4963	9186980199
Name of Official	OSSAA ID	Social Security Number	Phone

PO BOX 1551	Broken Arrow	OK	74011
Home Address	City	ST	Zip Code

Game Count by Position			Game Fees (Multipy count times applicable fee by position.)	
Varisty		~~$60.00~~ 70 15	Varsity Total	1050
Sub Varsity	7 Innings	$50.00	Sub Varsity Total	
	5 Innings	$45.00	Sub Varsity Total	
	5 Innings 1 Umpire	$50.00	Sub Varsity Total	

PAID
JUN 11 2015
Check # 1305

OSSAA per diem chart

Mileage	AMOUNT PAID
1 --25	$5.00
26 -- 50	$10.00
51 -- 75	$20.00
76 -- 100	$25.00

Mileage will be paid at the discretion of the school.

(enter 0 if not the driver)

Total Mileage Fee

Grand Total 1050

Umpire Signature

Athletic Dept

PO 1727

2015 Pay Vocher for Baseball Officials

JUNE 5-10	Event	Sunbelt	vs.
Date of Game		Visiting Team	Home Team

Kyal Johnston	25454	445 - 86 - 8497	580-484-4200
Name of Offical	OSSAA ID	Social Security Number	Phone

1013 Ramona Drive	Enid	OK	73703
Home Address	City	ST	Zip Code

Game Count by Position			Game Fees (Multipy count times applicable fee by position.)	
Varisty	~~$60.00~~ 70	13	Varsity Total	910 00
Sub Varsity 7 Innings	$50.00		Sub Varsity Total	
5 Innings	$45.00		Sub Varsity Total	
5 Innings 1 Umpire	$50.00		Sub Varsity Total	

PAID
JUN 11 2015
Check # 1304

OSSAA per diem chart

Mileage	AMOUNT PAID
1 --25	$5.00
26 -- 50	$10.00
51 -- 75	$20.00
76 -- 100	$25.00

Mileage will be paid at the discretion of the school.

(enter 0 if not the driver)

Total Mileage Fee

Grand Total 910 -

Umpire Signature

Athletic Dept

PO 1726

2015 Pay Vocher for Baseball Officials

JUNE 5-10	Event	JR SUNBELT	vs.
Date of Game		Visiting Team	Home Team

JAMES A PERRY	2351	445-56 0498	405 60-9860
Name of Offical	OSSAA ID	Social Security Number	Phone

1605 FAIRWAY DRIVE	PERRYNS	OK	74059
Home Address	City	ST	Zip Code

Game Count by Position		Game Fees (Multipy count times applicable fee by position.)	
Varisty	~~$60.00~~ 70 10	Varsity Total	700.00
			300.00
Sub Varsity 7 Innings	$50.00	Sub Varsity Total	1000.00
5 Innings	$45.00	Sub Varsity Total	
5 Innings 1 Umpire	$50.00	Sub Varsity Total	

Assigning Fee

PAID
JUN 11 2015
Check # 1303

OSSAA per diem chart

Mileage	AMOUNT PAID	(enter 0 if not the driver)	
1 --25	$5.00		Total Mileage Fee
26 -- 50	$10.00		
51 -- 75	$20.00		Grand Total 1000
76 -- 100	$25.00		

Mileage will be paid at the discretion of the school.

Umpire Signature

Homer
Athletic Dept

PO 1725

2015 Pay Vocher for Baseball Officials

June 9 2010	Event	Jr. Sunbelt	vs.
Date of Game		Visiting Team	Home Team

JERED JONES	25539	448 - 88 - 0714	918-857-1057
Name of Offical	OSSAA ID	Social Security Number	Phone

106 N. Morgan Dr.	Beggs	OK	74421
Home Address	City	ST	Zip Code

Game Count by Position			Game Fees (Multipy count times applicable fee by position.)	
Varisty		~~$60.00~~ 70 4	Varsity Total	280.00
Sub Varsity	7 Innings	$50.00	Sub Varsity Total	
	5 Innings	$45.00	Sub Varsity Total	
	5 Innings 1 Umpire	$50.00	Sub Varsity Total	

OSSAA per diem chart

Mileage	AMOUNT PAID	(enter 0 if not the driver)
1 -- 25	$5.00	
26 -- 50	$10.00	
51 -- 75	$20.00	
76 -- 100	$25.00	

Mileage will be paid at the discretion of the school.

Total Mileage Fee

Grand Total 280 -

Umpire Signature

Athletic Dept

2015 Pay Vocher for Baseball Officials

PO1723

June 7-9	Event	JR. Sunbelt	vs.
Date of Game		Visiting Team	Home Team

Dylan Parker		441-02-6848	918-424-3986
Name of Offical	OSSAA ID	Social Security Number	Phone

P.O. Box 151	Stillwater	OK	74076
Home Address	City	ST	Zip Code

Game Count by Position		Game Fees (Multipy count times applicable fee by position)	
Varisty	~~$60.00~~ 70 6	Varsity Total	420.00
Sub Varsity 7 Innings	$50.00	Sub Varsity Total	
5 Innings	$45.00	Sub Varsity Total	
5 Innings 1 Umpire	$50.00	Sub Varsity Total	

PAID
JUN 11 2015
Check # 1300

OSSAA per diem chart

Mileage	AMOUNT PAID	(enter 0 if not the driver)
1 --25	$5.00	
26 -- 50	$10.00	
51 -- 75	$20.00	
76 -- 100	$25.00	

Mileage will be paid at the discretion of the school.

Total Mileage Fee

Grand Total 420 -

Umpire Signature

Athletic Dept

1722

2015 Pay Vocher for Baseball Officials

6-4	Event	Sunbelt	vs.
Date of Game		Visiting Team	Home Team

Colby Barnett	31772	440 . 98 . 4949	918-470-6607
Name of Offical	OSSAA ID	Social Security Number	Phone

4289 St Hwy 113	McAlester	OK	74501
Home Address	City	ST	Zip Code

Game Count by Position		Game Fees (Multipy count times applicable fee by position.)	
Varisty	~~$60.00~~ 70 8	Varsity Total	560.00
Sub Varsity 7 Innings	$50.00	Sub Varsity Total	
5 Innings	$45.00	Sub Varsity Total	
5 Innings 1 Umpire	$50.00	Sub Varsity Total	

Hold Colby's check He will pick up

PAID
JUN 11 2015
Check # 1299

OSSAA per diem chart

Mileage	AMOUNT PAID
1 -- 25	$5.00
26 -- 50	$10.00
51 -- 75	$20.00
76 -- 100	$25.00

Mileage will be paid at the discretion of the school.

(enter 0 if not the driver)

Total Mileage Fee

Grand Total 560

Umpire Signature

Homer

Athletic Dept

1721

2015 Pay Vocher for Baseball Officials

6-6-15 & 6-7-15	Event		vs.	
Date of Game		Visiting Team	Junior SunBelt	~~Home Team~~

Jacob Weatherford	30920	440 .06 .0402	405-808-1780
Name of Offical	OSSAA ID	Social Security Number	Phone

815 S. Monroe St.	Stillwater	OK	74074
Home Address	City	ST	Zip Code

Game Count by Position		Game Fees (Multipy count times applicable fee by position.)	
Varisty	~~$60.00~~ 70 / 3	Varsity Total	210 00
Sub Varsity 7 Innings	$50.00	Sub Varsity Total	
5 Innings	$45.00	Sub Varsity Total	
5 Innings 1 Umpire	$50.00	Sub Varsity Total	

PAID
JUN 11 2015
Check #1298

OSSAA per diem chart

Mileage	AMOUNT PAID	(enter 0 if not the driver)
1 --25	$5.00	
26 -- 50	$10.00	
51 -- 75	$20.00	
76 -- 100	$25.00	

Mileage will be paid at the discretion of the school.

Total Mileage Fee

Grand Total 210 -

Umpire Signature

Athletic Dept

1720

2015 Pay Vocher for Baseball Officials

6/6/15 + 6/7/15	Event		vs.
Date of Game	Visiting Team Junior Sunbolt		Home Team
Lonnie Brickman	27008	446 - 80 - 9904	405-612-5919
Name of Offical	OSSAA ID	Social Security Number	Phone
6620 S. Ellen Ct	Stillwater	OK	74074
Home Address	City	ST	Zip Code

Game Count by Position			Game Fees (Multipy count times applicable fee by position.)	
Varisty	~~$80.00~~ 70	3	Varsity Total	210.00
Sub Varsity 7 Innings	$50.00		Sub Varsity Total	
5 Innings	$45.00		Sub Varsity Total	
5 Innings 1 Umpire	$50.00		Sub Varsity Total	

PAID
JUN 11 2015
Check # 1297

OSSAA per diem chart

Mileage	AMOUNT PAID	(enter 0 if not the driver)
1 --25	$5.00	
26 -- 50	$10.00	
51 -- 75	$20.00	
76 -- 100	$25.00	

Mileage will be paid at the discretion of the school.

Total Mileage Fee

Grand Total 210

Umpire Signature

Athletic Dept

McAlester Public Schools
Transportation Department
1724 S Main / PO Box 1027
McAlester, OK 74501

Invoice No. 6/12/2015

INVOICE

Customer

Name Dug Out Club
Address
City State ZIP
Phone

Misc

Date 6/12/2015
Order No. Chris/Susie
Rep
FOB

Qty	Description	Unit Price	TOTAL
645	Bus Miles Darrell	$2.00	$ 1,290.00
48	Driver Hours - Buck	$15.00	$ 720.00

Sunbelt shuttles from Mike Deak to EOSC

PAID
JUN 23 2015
Check # 1357

SubTotal $ 2,010.00
Shipping

Payment Check

Tax Rate(s)

Comments
Name
CC #
Expires

TOTAL $ 2,010.00

Office Use Only

CSP

CUSTOM SCREEN PRINTERS

502 E. Wyandotte Ave.
McAlester, OK 74501
918-423-3696 ph/fax

INVOICE

Number	1370
Date	6/11/2015

Bill To
McAlester Public School

PO Number	Terms	Customer	Project
		N Green	Sunbelt 2015

Item #	Description	Qty	Price Ea	Tax	Amount
3001C	Ath Htr w/ 2 color front; 1 color back Sunbelt 2015 AS - 10, AM - 24, AL - 48, XL - 32, 2X - 19, 3X - 3, 4X - 2	138.00	$9.00		$1,242.00
3001C	Blue Triblend, same front/back Sunbelt 2015 AS - 7, AM - 6, AL - 5, XL - 8, 2X - 5, 3X - 1	32.00	$10.00		$320.00
G800B/800	Sp Gry tshirt w/ same Sunbelt YS - 4, YM - 5, YL - 1, AS - 1	11.00	$8.00		$88.00
B8800	Blue Triblend Flowy tanks w/ Sunbelt design XS - 2, AS - 8, AM - 13, AL - 15, XL - 12, 2X - 5	55.00	$12.00		$660.00
DM443	SM scoop neck dk gray w/ Sunbelt design M - 1, L - 2,XL - 2, 2X - 2, 3X - 1	8.00	$12.00		$96.00
3480	Gray Tanks w/ Sunbelt design S- 5, M - 6, L - 4, XL - 3	18.00	$9.00		$162.00
3480Y	Youth Gray Tanks w/ sunbelt design YS - 4, YM - 3, YL - 3	10.00	$9.00		$90.00
3415C	V-neck Ath Gry w/ Sunbelt design XS - 2, AS - 5, AM - 7, AL - 5, XL - 5, 2X - 2	26.00	$10.00		$260.00
3415C	Vneck Blue Triblend w/ Sunbelt design XS - 2, S- 5, M - 8, L - 6, XL - 9, 2X - 2	32.00	$10.00		$320.00
G800	White MB Baseball S - 7, M - 9, L - 12, XL - 8, 2X - 4	40.00	$8.00		$320.00
PFX120	Black flexfit caps w/ MB	12.00	$12.00		$144.00
GWT101M	Blk/Whit w/ MB	4.00	$8.00		$32.00
GWT101M	Blk/Wht w/ Sunbelt; Char/Wht w/ Sunbelt	20.00	$8.00		$160.00
GWT111	Putty w/ Sunbelt	6.00	$8.00		$48.00
--	Upchg on 2X, 3X 3001's	29.00	$2.00		$58.00

PAID
JUN 16 2015
Check 1327

INVOICE

CUSTOM SCREEN PRINTERS
502 E. Wyandotte Ave.
McAlester, OK 74501
918-423-3696 ph/fax

Number	1370
Date	6/11/2015

Bill To
McAlester Public School

PO Number	Terms	Customer	Project
		N Green	Sunbelt 2015

Item #	Description	Qty	Price Ea	Tax	Amount

OK to Pay

PAID
JUN 11 2015
Check # 1323

Sub Total	$4,000.00
Sales Tax 9.00%	$0.00
Total	$4,000.00

ORIGINAL

INVOICE

INW Indian Nation Wholesale Co.

Durant – Lawton – Norman
230 S. 22nd Ave. • P.O. Box 70
DURANT, OKLAHOMA 74702
PHONE (580) 920-0110 • FAX (580) 920-1323
WWW.INWSUPPLY.COM

State Tax ID:
EXEMPT

ROUTE	STOP	
[illegible]	250	ORIGINAL

DELIVERY MESSAGE

ALL TRANSACTIONS MUST REFER TO:

CUST. NO.	INVOICE NO.	INV. DATE	TERMS	PURCHASE ORDER NO.	P
140530	6298859	5/27/15	CHG-NET 30 DAYS	[illegible]	

SPECIAL MESSAGE | TAX CO

SALESMAN'S NAME | NUMBE

OKLAHOMA HOUSE ACCOUNTS

SHIP TO
MCALESTER PUBLIC SCHOOLS
MARY MARTIN 918-424-0795
P. O. BOX 1027
CALL BEFORE DELIVERY!!!
918-424-2657 NICOLE
MCALESTER OK 74502 -

SOLD TO
MCALESTER PUBLIC SCHOOLS
P.O. BOX 1027
MCALESTER OK 74502 - Phone: (918) 423-477

LOCATION / NET WT.	ITEM NO.	QTY. SHIP'D	UNIT	UPC CODE	DESCRIPTION	UNIT PRICE	UNIT RETAIL	GP %	ALLOW-ANCE	EXTENDED PRICE
0444	840080	2	BOX	026200006154	DAVID SFS 24/1.7Z #00615	12.80	1.09	51.0		25.
0960	853810	2	TUB	[illegible]	SUPER BUBBLE ASSE TUB 300/BOX	8.92	.10	70.2		
1570	570050	2	BOX	041116006258	TOPPS ASSORTED RING POPS 24/BOX	10.65	.79	43.8		21.
1463	590650	2	BOX	[illegible]	[illegible] SWEET & SOUR [illegible] 48/BOX	5.00	.20	47.9		
0001	592601	3	BOX	040000524311	SNICKER SGL ORIG 48/BX #42431	31.09	1.29	49.7		93.
0030	590151	1	BOX	[illegible]	BUTTERFINGER SGL BAR 36/BX #47635	24.03	1.29	48.1		
0074	591200	2	BOX	034000246007	KIT KAT STANDARD BAR 36/BOX	23.34	1.29	49.7		46.
0162	591300	2	BOX	[illegible]	M & M SGL PEAN 48/BX #1231	31.09	1.29	49.7		
0274	592350	0	BOX	034000440009	REESE'S PEANUT BUTTER CUP 36/BOX	23.34	1.29			
	2				***ABOVE ITEM OUT OF STOCK - PLEASE REORDER***					
0320	592500	1	BOX	040000011686	SKITTLES SGL ASSORTED 36/BX #1160	24.14	1.29	48.0		24.
0374	592475	1	BOX	[illegible]	STARBURST SGL ORIGINAL 36/BX #1151	24.14	1.29	48.0		
037[illegible]	593001	1	BOX	040000522089	THREE MUSKETEER SINGLS 36/BX #5220	23.34	1.29	49.7		23.
[illegible]	593100	1	BOX	[illegible]	[illegible] STANDARD BAR 36/BOX	[illegible]	[illegible]	[illegible]		
0592	592480	1	BOX	041364380520	SOUR PUNCH APPLE 24/BOX	16.19	1.39	51.4		16.
0596	592482	1	BOX	[illegible]	SOUR PUNCH CHERRY 24/BOX	[illegible]	[illegible]	[illegible]		
0598	592483	1	BOX	041364380582	SOUR PUNCH CHERRY 24/BOX	16.19	1.39	51.4		16.
2345	830180	2	CAL	[illegible]	[illegible] 4/1 GAL	6.15				
2354	823008	1	CSE	050000051585	CHEF-MATE 6/#10 CHILI HOT DOG SAUC	62.55				62.
2920	285892	1	CSE	[illegible]	[illegible]	41.25	[illegible]	[illegible]		
2936	823003	1	CSE	050000050489	CHEF-MATE 6/#10 CAN CHEDDAR SAUCE	73.70				73.
0336	620000	1	BOX	[illegible]	[illegible] 22/BX #2435	14.22	2.09	43.3		
6203	910842	1	CSE	004159400879	DART LAM/FOAM PLATE 10" 3COMP 4/12	43.47				43.
7109	922061	1	CSE	[illegible]	DART STYRO CUP 10OZ 10J10 40/25'S	24.20				
7508	922111	2	CSE	041594200107	DART STYRO CUP 16OZ 16J16 40/25'S	38.91				77.
8805	911080	1	CSE	[illegible]	[illegible]	15.87				
5259	300152	10	CSE	614156085418	U/RAY $0.89 CORN CHIPS 24/2.5Z	13.35	.89	37.5		133.
5302	823002	3	CSE	[illegible]	TORTILLA CHIPS ROUND 6/2LB #26159	19.45				
5351	823100	1	BAG	079426262200	YELLOW POPCORN 50# BAG (RICO'S)	34.30				34.
1626	880580	11	CSE	[illegible]	GRD BEEF PATTIE 4/1 10# 80% #12040	42.25				
	1				***ABOVE ITEM OUT OF STOCK - PLEASE REORDER***					
******		DO NOT CUT								
2342	864820	4	CSE	023700601889	TYSON MEAT FRANKS CH 8/1 10LB#7567	22.15				88.
99999999	999190	1			TRANSPORTATION	13.02 G				

PAID JUN 04 2015 Check #

*** P & I INFORMATION ***	Your Cost	Your Retail	Your GP %	GP %	Total Qty
3 CONFECTIONS/SNACKS/NUTS/JERKY	453.70	919.60	465.28	50.67	23
5 GROCERY/BEVERAGE	257.25	414.04	157.59	37.99	11
[illegible]NTAIN/FOOD SERVICE	402.66	.00	.00	.00	13

SUBTOTAL
SALES TAX
INVOICE TOTAL

PLEASE PAY THIS AMOU

1.5% PER MONTH INTEREST WILL BE CHARGED ON ALL ACCOUNTS 30 DAYS OR OLDER DUE & PAYABLE IN BRYAN CO. OK.
NO CLAIMS ALLOWED UNLESS MADE IMMEDIATELY UPON DELIVERY. PLEASE CHECK GOODS CAREFULLY.
A FEE FOR ALL RETURNED CHECKS WILL BE CHARGED TO ALL CUSTOMERS. PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

X Nicole Green
CUSTOMER'S SIGNATURE

Under 18 No Tobacco We
1-800-934-3968
www.wecard.org

ORIGINAL

INVOICE

INW Indian Nation Wholesale Co.

Durant – Lawton – Norman
230 S. 22nd Ave. • P.O. Box 70
DURANT, OKLAHOMA 74702
PHONE (580) 920-0110 • FAX (580) 920-1323
WWW.INWSUPPLY.COM

State Tax ID:
EXEMPT

ROUTE	STOP
[illegible]	250 [illegible]

DELIVERY MESSAGE

ALL TRANSACTIONS MUST REFER TO:

CUST. NO.	INVOICE NO.	INV. DATE	TERMS	PURCHASE ORDER NO.	PG
140530	6290859	5/27/15	CHG-NET 30 DAYS	2684	

SPECIAL MESSAGE | TAX CO[illegible]

SALESMAN'S NAME | NUMBE[illegible]

OKLAHOMA HOUSE ACCOUNTS | 192

SHIP TO:
MCALESTER PUBLIC SCHOOLS
MARY MARTIN 918-424-0795
P. O. BOX 1027
CALL BEFORE DELIVERY!!!
918-424-2657 NICOLE
MCALESTER OK 74502 -

SOLD TO:
MCALESTER PUBLIC SCHOOLS
P.O. BOX 1027
MCALESTER OK 74502 - Phone: (918) 423-477[illegible]

LOCATION / NET WT.	ITEM NO.	QTY. SHIP'D	UNIT	UPC CODE	DESCRIPTION	UNIT PRICE	UNIT RETAIL	GP %	ALLOW-ANCE	EXTENDED PRICE
9 FROZEN/REFRIGERATED ITEMS					553.35 .00	.00	.00	15		
99 TRANSPORTATION					3.07 .00	.00	.00			
Total Taxable					.00 .00					
Total Non-Taxable					1670.03 1334.52					
Final Totals					1670.03 1334.52	335.51-	25.14-			

********* DRIVER: I.D. REQUIRED FOR CHECK *********

*** CUSTOMER SERVICE 800-442-2880 ***

OKLAHOMA CIGARETTE LICENSE #825495/UNSTAMPED TOBACCO LICENSE #825514

Y-2 FREEZER COOLER	REGULAR CIGARETTE CARTONS	PROMOTIONAL CIGARETTE CARTONS	Total Cigs.	Total Other	Total Pos	Total Bundle
15				62	64	45

PAID
JUN 04 2015
Check

SUB TOTAL	1670
SALES TAX	
INVOICE TOTAL	1670

PLEASE PAY THIS AMO[illegible]

1.5% PER MONTH INTEREST WILL BE CHARGED ON ALL ACCOUNTS 30 DAYS OR OLDER DUE & PAYABLE IN BRYAN CO. OK.
NO CLAIMS ALLOWED UNLESS MADE IMMEDIATELY UPON DELIVERY. PLEASE CHECK GOODS CAREFULLY.
A FEE FOR ALL RETURNED CHECKS WILL BE CHARGED TO ALL CUSTOMERS. PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

x Nicole Green
CUSTOMER'S SIGNATURE

Under 18 No Tobacco 1-800-934-3966

LOVERA'S FAMOUS ITALIAN FOODS AND MEAT MARKET

110674

Box 313
95 West 6th
Krebs, Oklahoma 74554
1-800-854-1417

06/10/20 15

Customer McAlester Baseball

Address P.O. 1685

City

PROD. #	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
	Mild Italian Sausage	20.00	3.79	75.80
	Hot Italian Sausage			
	Smoked Italian Sausage			
	Krebs Cheese			
	Mozzarella			
			Total	75.80

PAID
JUN 11 2015
Check # 13214

Received By

112795

LOVERA'S FAMOUS ITALIAN FOODS AND MEAT MARKET

Box 313
95 West 6th
Krebs, Oklahoma 74554
1-800-854-1417

06/06/ 20 2015

Customer McAlester Baseball

Address P.O. 1685

City

PROD. #	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
	Mild Italian Sausage	25.00	3.79	94.75
	Hot Italian Sausage			
	Smoked Italian Sausage			
	Krebs Cheese			
	Mozzarella			

PAID
JUN 11 2015
Check # 1324

Received By Nicole Green

Total 94.75

LOVERA'S FAMOUS ITALIAN FOODS AND MEAT MARKET

110615

Box 313
95 West 6th
Krebs, Oklahoma 74554
1-800-854-1417

06 05 20 15

Customer McAlester School
Address Baseball Team
City 1685

PROD. #	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
	Mild Italian Sausage			
	Hot Italian Sausage			
	Smoked Italian Sausage			
	Krebs Cheese			
	Mozzarella			
	25# Sausage			94.75
			Total	

PAID
JUN 11 2015
Check # 1324

Received By

LOVERA'S FAMOUS ITALIAN FOODS AND MEAT MARKET

112796

Box 313
95 West 6th
Krebs, Oklahoma 74554
1-800-854-1417

06 08 2015

Customer McAlester Baseball

Address

City

PROD #	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
	Mild Italian Sausage			
	Hot Italian Sausage			
	Smoked Italian Sausage			
	Krebs Cheese			
	Mozzarella			
25#			3.79 lb	94.75

PAID
JUN 15 2015
Check # 1324

Received By

Total 94.75

Walmart
Save money. Live better.

(918) 423 - 8585
MANAGER CODY KNIGHT
432 S GEORGE NIGH EXPY
MCALESTER OK 74501

ST# 0151 OP# 00000273 TE# 01 TR# 05291

BREAD	068113107866 F	
12 AT 1 FOR	1.00	12.00 0
	SUBTOTAL	12.00
	TOTAL	12.00
WALMART CREDIT TEND		12.00

ACCOUNT # **** **** **** **31 38 S
APPROVAL # 008279
REF # 515900080625
P.O. # 1711
TERMINAL # 17004972

06/08/15 14:17:24

CHANGE DUE 0.00

ITEMS SOLD 12

TC# 2622 2650 2542 5454 2402

Low Prices You Can Trust. Every Day.
06/08/15 14:17:24

CUSTOMER COPY

PAID
JUN 23 2015
Check

Walmart
Save money. Live better.

(918) 423 - 8585
MANAGER CODY KNIGHT
432 S GEORGE NIGH EXPY
MCALESTER OK 74501

ST# 0151 OP# 00000075 TE# 11 TR# 06666

NAT SEASONS	002460001058 F	2.48 0
NAT SEASONS	002460001058 F	2.48 0
NAT SEASONS	002460001058 F	2.48 0
NAT SEASONS	002460001058 F	2.48 0
NAT SEASONS	002460001058 F	2.48 0
BAKEWARE	007048500800	2.44 0
BAKEWARE	007048500800	2.44 0
BAKEWARE	007048502100	2.98 0
BAKEWARE	007048502100	2.98 0
BAKEWARE	007048502100	2.98 0
CHARCOAL	004460031259	9.44 0
CHARCOAL	004460031259	9.44 0
CHARCOAL	004460031259	9.44 0
CHARCOAL	004460031273	10.88 0
CHARCOAL	004460031273	10.88 0
CHARCOAL	004460031273	10.88 0
CHARCOAL	004460031273	10.88 0
CHARCOAL	004460031273	10.88 0
CHARCOAL	004460031273	10.88 0
CHARCOAL	004460031273	10.88 0
GV HD BUNS	007874209728 F	
69 AT 1 FOR	0.79	54.51 0
GV HD BUNS	007874209728 F	
68 AT 1 FOR	0.79	53.72 0
	SUBTOTAL	238.93
	TOTAL	238.93
WALMART CREDIT TEND		238.93

PAID
JUN 23 2015
Check #

ACCOUNT # **** **** **** **31 38 S
APPROVAL # 004457
REF # 515500073112
P.O. #
TERMINAL # 50045588

06/04/15 13:27:12

CHANGE DUE 0.00

ITEMS SOLD 157

TC# 9406 7546 4545 5676 1530 5

Low Prices You Can Trust. Every Day.
06/04/15 13:27:12

CUSTOMER COPY

Walmart
Save money. Live better.

(918) 423 - 8585
MANAGER CODY KNIGHT
432 S GEORGE NIGH EXPY
MCALESTER OK 74501

ST# 0151 OP# 00000186 TE# 16 TR# 07659

STORAGE BAGS	060538818860	1.97	0
GV SUGAR	007874237117 F	5.48	0
GV SUGAR	007874237117 F	5.48	0
GV SUGAR	007874237117 F	5.48	0
GV.5L35P WTR	007874207203 F	3.50	0
GV.5L35P WTR	007874207203 F	3.50	0
GV.5L35P WTR	007874207203 F	3.50	0
LIMES	000000004048KI		
10 AT 1 FOR	0.33	3.30	0
LEMON	000000004958KI		
WAS 0.42 YOU SAVED 0.09			
20 AT 1 FOR	0.33	6.60	0
LIMES	000000004048KI		
10 AT 1 FOR	0.33	3.30	0
4 ORANGES	003338311050 I	3.98	0
	SUBTOTAL	46.09	
	TOTAL	46.09	
	WALMART CREDIT TEND	46.09	

ACCOUNT # **** **** **** **31 38 S
APPROVAL # 008485
REF # 515900373450
P.O. # 1711
TERMINAL # 50000187

06/08/15 00:01:17

CHANGE DUE 0.00

PAID JUN 23 2015 Check #

ITEMS SOLD 48

TC# 2294 1708 1611 7[illegible]081

Low Prices You Can Trust. Every Day.
06/08/15 00:01:17

CUSTOMER COPY

Walmart
Save money. Live better.

(918) 423 - 8585
MANAGER CODY KNIGHT
432 S GEORGE NIGH EXPY
MCALESTER OK 74501

ST# 0151 OP# 00001445 TE# 11 TR# 07567

FUN POPS	007104113636 F	2.48	0
LEMON 2	060504946557 F	2.94	0
LEMON 2	060504946557 F	2.94	0
LEMON 2	060504946557 F	2.94	0
LEMON 2	060504946557 F	2.94	0
LEMON 2	060504946557 F	2.94	0
GV AM SGL TP	007874205542 F	4.48	0
3PK TOMATO	003338365504 I	1.00	0
WAS 1.50 YOU SAVED 0.50			
ICEBERG	003338365020 I	1.00	0
WAS 1.48 YOU SAVED 0.48			
4 ORANGES	003338311050 I	3.98	0
4 ORANGES	003338311050 I	3.98	0
ONIONS	000000004093KI		
2.24 lb @ 1 lb /1.18		2.64	0
2 BAG LIMES	088361600279 I	4.34	0
2 BAG LIMES	088361600279 I	4.34	0
2 BAG LIMES	088361600279 I	4.34	0
2 BAG LIMES	088361600279 I	4.34	0
2 BAG LIMES	088361600279 I	4.34	0
	SUBTOTAL	55.96	
	TOTAL	55.96	
	WALMART CREDIT TEND	55.96	

ACCOUNT # **** **** **** **31 38 S
APPROVAL # 008641
REF # 515900744529
P.O. # 1711
TERMINAL # 50045586

06/08/15 13:00:28

PAID JUN 28 2015 Check #

CHANGE DUE 0.00

ITEMS SOLD 17

TC# 0347 9244 0099 4243 9549

Low Prices You Can Trust. Every Day.
06/08/15 13:00:29

CUSTOMER COPY

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(918) 423 - 8585
MANAGER CODY KNIGHT
432 S GEORGE NIGH EXPY
MCALESTER OK 74501
ST# 0151 OP# 00000036 TE# 15 TR# 02108
LEMONS 000000004958KI
WAS 0.42 YOU SAVED 0.09
48 AT 1 FOR 0.33 15.84 0
2 BAG LIMES 088361600279 I 4.34 0
2 BAG LIMES 088361600279 I 4.34 0
2 BAG LIMES 088361600279 I 4.34 0
2 BAG LIMES 088361600279 I 4.34 0
2 BAG LIMES 088361600279 I 4.34 0
4 ORANGES 003338311050 I 3.98 0
NAVEL ORANGE 000000003107KI
10 AT 1 FOR 0.58 5.80 0
SQ MUSTARD 007125802189 F 0.88 0
GV SUGAR 007874237117 F 5.48 0
GV SUGAR 007874237117 F 5.48 0
POP ICE 007239275100 F 3.77 0
GV.5L35P WTR 007874207203 F 3.50 0
GV.5L35P WTR 007874207203 F 3.50 0
GV.5L35P WTR 007874207203 F 3.50 0
GV.5L35P WTR 007874207203 F 3.50 0
SUBTOTAL 76.93
TOTAL 76.93
WALMART CREDIT TEND 76.93

ACCOUNT # **** **** **** **31 38 S
APPROVAL # 009996
REF # 516000274459
P.O. # 1711
TERMINAL # 41026514

06/09/15 10:47:55

PAID JUN 23 2015 Check #

CHANGE DUE 0.00

ITEMS SOLD 72

TC# 0326 5345 5955 6761 6345

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06/09/15 10:47:55

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(918) 423 - 8585
MANAGER CODY KNIGHT
432 S GEORGE NIGH EXPY
MCALESTER OK 74501
ST# 0151 OP# 00000103 TE# 02 TR# 03452
GV HD BUNS 007874209728 F 1.38 0
GV HD BUNS 007874209728 F 1.38 0
GV HD BUNS 007874209728 F 1.38 0
GV HD BUNS 007874209728 F 1.38 0
GV HD BUNS 007874209728 F 1.38 0
GV HD BUNS 007874209728 F 1.38 0
GV.5L35P WTR 007874207203 F
5 AT 1 FOR 3.50 17.50 0
SQ MUSTARD 007125802189 F 0.88 0
KETCHUP 002708038249 F 1.24 0
FLY SWATTER 071441505100 1.76 0
FLY TAPE 004285335000 3.43 0
SUBTOTAL 33.09
TOTAL 33.09
WALMART CREDIT TEND 33.09

ACCOUNT # **** **** **** **31 38 S
APPROVAL # 010187
REF # 516100375781
P.O. # 1711
TERMINAL # 27000622

06/10/15 14:52:23

CHANGE DUE 0.00

ITEMS SOLD 15

PAID JUN 23 2015 Check #

TC# 4620 6[illegible] 6286 17[illegible] 4826

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06/10/15 14:52:24

CUSTOMER COPY

THANK YOU! W DE YOUR OPINION!

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(918) 423 - 8585
MANAGER CODY KNIGHT
432 S GEORGE NIGH EXPY
MCALESTER OK 74501

ST# 0151 OP# 00000234 TE# 07 TR# 00325

MULTIPACK	002840000288	F	5.98 0
MULTIPACK	002840000289	F	5.98 0
LAYS	002840042177	F	3.98 0
GV SUGAR	007874237117	F	5.48 0
GV SUGAR	007874237117	F	5.48 0
LAYS	002840042177	F	3.98 0
LAYS	002840042177	F	3.98 0
SALTY SNACKS	007874205677	F	2.98 0
LAYS	002840042177	F	3.98 0
SALTY SNACKS	007874205677	F	2.98 0
SALTY SNACKS	007874205677	F	2.98 0
SALTY SNACKS	007874205677	F	2.98 0
LAYS	002840042177	F	3.98 0
SALTY SNACKS	007874205677	F	2.98 0
COFFEE	0005380980[illegible]	F	2.98 0
SLOWCOOK LNR	001090000504		1.96 0
SLOWCOOK LNR	001090000504		1.96 0
SLOWCOOK LNR	001090000504		1.96 0
SLOWCOOK LNR	001090000504		1.96 0
GV AM SGL TP	007874205542	F	4.48 0
GV SLIDERS	007874201525		3.12 0
POP ICE	007239275100	F	3.77 0
	SUBTOTAL		79.91
	TOTAL		79.91
WALMART CREDIT TEND			79.91

PAID
JUN 23 2015
Check #

ACCOUNT # **** **** **** **31 38 S
APPROVAL # [illegible]
REF # 515600[illegible]
P.O. # 1711
TERMINAL # 08000677

06/05/15 13:40:33

CHANGE DUE 0.00

ITEMS SOLD 22

TC# 3591 4230 4664 3438 9684

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06/05/15 13:40:33

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(918) 423 - 8585
MANAGER CODY KNIGHT
432 S GEORGE NIGH EXPY
MCALESTER OK 74501

ST# 0151 OP# 00000197 TE# 09 TR# 03344

MULTIPACK	002840023824	F	5.98 0
MULTIPACK	002840000288	F	5.98 0
MULTIPACK	002840000289	F	5.98 0
MULTIPACK	002840026499	F	5.98 0
MULTIPACK	002840026499	F	5.98 0
MULTIPACK	002840000289	F	5.98 0
TOTE BOX	007314981582		4.96 0
TOTE BOX	007314981582		4.96 0
MULTIPACK	002840044088	F	5.98 0
MULTIPACK	002840044088	F	5.98 0
MULTIPACK	002840000289	F	5.98 0
MULTIPACK	002840000289	F	5.98 0
MULTIPACK	002840044089	F	5.98 0
MULTIPACK	002840000289	F	5.98 0
MULTIPACK	002840000289	F	5.98 0
MULTIPACK	002840000288	F	5.98 0
MULTIPACK	002840000288	F	5.98 0
	SUBTOTAL		99.62
	TOTAL		99.62
WALMART CREDIT TEND			99.62

ACCOUNT # **** **** **** **31 38 S
APPROVAL # 004882
REF # 515500659863
P.O. # 1711
TERMINAL # 40002016

PAID
JUN 23 2015
Check #

06/04/15 11:48:00

CHANGE DUE 0.00

ITEMS SOLD 17

TC# 6437 9648 9859 4742 3539

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06/04/15 11:48:01

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(918) 423 - 8585
MANAGER CODY KNIGHT
432 S GEORGE NIGH EXPY
MCALESTER OK 74501

ST# 0151 OP# 00000228 TE# 02 TR# 01697

GV.5L35P WTR	007874207203	F	3.50 0
GV.5L35P WTR	007874207203	F	3.50 0
GV.5L35P WTR	007874207203	F	3.50 0
GV.5L35P WTR	007874207203	F	3.50 0
GV.5L35P WTR	007874207203	F	3.50 0
GV.5L35P WTR	007874207203	F	3.50 0
GV.5L35P WTR	007874207203	F	3.50 0
GV.5L35P WTR	007874207203	F	3.50 0
GV.5L35P WTR	007874207203	F	3.50 0
GV.5L35P WTR	007874207203	F	3.50 0
GV.5L35P WTR	007874207203	F	3.50 0
GV.5L35P WTR	007874207203	F	3.50 0
GV.5L35P WTR	007874207203	F	3.50 0
GV.5L35P WTR	007874207203	F	3.50 0
GV.5L35P WTR	007874207203	F	3.50 0
GV.5L35P WTR	007874207203	F	3.50 0
GV.5L35P WTR	007874207203	F	3.50 0
GV.5L35P WTR	007874207203	F	3.50 0
GV.5L35P WTR	007874207203	F	3.50 0
MULTIPACK	002840000289	F	5.98 0
MULTIPACK	002840000289	F	5.98 0
MULTIPACK	002840000289	F	5.98 0
MULTIPACK	002840000289	F	5.98 0
MULTIPACK	002840000289	F	5.98 0
MULTIPACK	002840000289	F	5.98 0
MULTIPACK	002840000289	F	5.98 0
MULTIPACK	002840000289	F	5.98 0
MULTIPACK	002840000288	F	5.98 0
MULTIPACK	002840000288	F	5.98 0
MULTIPACK	002840000288	F	5.98 0
MULTIPACK	002840000288	F	5.98 0
MULTIPACK	002840000288	F	5.98 0

SUBTOTAL 153.72
TOTAL 153.72
WALMART CREDIT TEND 153.72

PAID
JUN 2 3 2015

ACCOUNT # **** **** **** **31 38 S
APPROVAL # [illegible]
REF # 515400[illegible]
P.O. # 1711
TERMINAL # 27000622

06/03/15 15:33:04

CHANGE DUE 0.00

ITEMS SOLD 34

TC# 3475 8308 6331 3858 4519 3

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(918) 423 - 8585
MANAGER CODY KNIGHT
432 S GEORGE NIGH EXPY
MCALESTER OK 74501

ST# 0151 OP# 00003646 TE# 16 TR# 07156

4 ORANGES	003338311050	I	3.98 0
LEMON	000000004958KI		
WAS 0.42 YOU SAVED 0.09			
9 AT 1 FOR 0.33			2.97 0
LIMES	000000004048KI		
19 AT 1 FOR 0.33			6.27 0
LEMON	000000004958KI		
WAS 0.42 YOU SAVED 0.09			
10 AT 1 FOR 0.33			3.30 0
LEMON	000000004958KI		
WAS 0.42 YOU SAVED 0.09			
10 AT 1 FOR 0.33			3.30 0
4 ORANGES	003338311050	I	3.98 0
6LB GV 75	007874208866	F	22.72 0
6LB GV 75	007874208866	F	22.72 0
LPTN TEA	004100041862	F	5.38 0
LPTN TEA	004100041862	F	5.38 0

SUBTOTAL 80.00
TOTAL 80.00
WALMART CREDIT TEND 80.00

ACCOUNT # **** **** **** **31 38 S
APPROVAL # 006686
REF # 515700199510
P.O. # 1711
TERMINAL # 50000187

PAID
JUN 2 3 2015

06/05/15 [illegible]43
[illegible] DUE 0.00
Change [illegible]

ITEMS SOLD 54

TC# [illegible]

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(918) 423 - 8585
MANAGER CODY KNIGHT
432 S GEORGE NIGH EXPY
MCALESTER OK 74501

ST# 0151 OP# 00000027 TE# 25 TR# 07766

TOTE BOX	007314981582	4.96 0
TOTE BOX	007314981582	4.96 0
TOTE BOX	007314981582	4.96 0
TOTE BOX	007314981582	4.96 0
SUBTOTAL		19.84
TOTAL		19.84
WALMART CREDIT TEND		19.84

ACCOUNT # **** **** **** **31 38 S
APPROVAL # 003494
REF # 515400557591
P.O. #
TERMINAL # 17006095

PAID
JUN 23 2015
Check #

06/03/15 14:16:19

CHANGE DUE 0.00

ITEMS SOLD 4

TC# 1289 8103 8368 0205 0798

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06/03/15 14:16:20

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(918) 423 - 8585
MANAGER CODY KNIGHT
432 S GEORGE NIGH EXPY
MCALESTER OK 74501

ST# 0151 OP# 00000228 TE# 03 TR# 01267

KOOL AID	004300095350	F	1.98 0
KOOL AID	004300095350	F	1.98 0
KOOL AID	004300095350	F	1.98 0
KOOL AID	004300095350	F	1.98 0
KOOL AID	004300095350	F	1.98 0
KOOL AID	004300095350	F	1.98 0
KOOL AID	004300095350	F	1.98 0
KOOL AID	004300095350	F	1.98 0
KOOL AID	004300095350	F	1.98 0
KOOL AID	004300095350	F	1.98 0
KOOL AID	004300095350	F	1.98 0
KOOL AID	004300095350	F	1.98 0
KOOL AID	004300095350	F	1.98 0
KOOL AID	004300095350	F	1.98 0
KOOL AID	004300095350	F	1.98 0
KOOL AID	004300095350	F	1.98 0
GLB GV 75	007874208866	F	22.72 0
GLB GV 75	007874208866	F	22.72 0
GLB GV 75	007874208866	F	22.72 0
GLB GV 75	007874208866	F	22.72 0
GLB GV 75	007874208866	F	22.72 0
GLB GV 75	007874208866	F	22.72 0
GLB GV 75	007874208866	F	22.72 0
GLB GV 75	007874208866	F	22.72 0
SUBTOTAL			211.46
TOTAL			211.46
WALMART CREDIT TEND			211.46

PAID
JUN 23 2015
Check #

ACCOUNT # **** **** **** **31 38 S
APPROVAL # 003327
REF # 515400131323
P.O. # 1711
TERMINAL # 09002095

06/03/15 09:50:10

CHANGE DUE 0.00

ITEMS SOLD 23

TC# 5475 3368 5331 3868 7913 3

Low Prices You Can Trust. Every Day.
06/03/15 09:50:10

CUSTOMER COPY

Branch# 4[illegible] Route# 0407 ROUTE DA[illegible] [illegible]/2015 Printed: [illegible] 33:52 PM
Vehicle# 5407

* INVOICE NUMBER: [illegible]763548 *

SOUNLH COCA-COLA
DEPT. 96-0403
OKLAHOMA CITY, OK
73196-0403
1-918-423-0911
FAX: [illegible]

CUSTOMER# 4000[illegible] [illegible] INVOICE# [illegible]763548
1301 SOUTH 13TH
[illegible]CHESTER, OK

***** ORIGINAL *****

SELLING UNITS	CASES	ITEM#	DESCRIPTION UPC		PRICE DEPOSIT	ALLOW	NET
72	3	420	COCA-COLA 0-0000490440-3	20 NR	$18.50		$55.50
24	1	421	DIET COKE 0-0000490450-0	20 NR	$18.50		$18.50
48	2	423	SPRI[illegible] [illegible]-0	20 NR	$18.50		$37.00
24	1	509	SPRITE ZERO 4900003719-7	20 NR	$18.50		$18.50
48	[illegible]	6	[illegible]A-COLA ZERO 4900001060-9	20 NR	$18.50		$37.00
216	9		SUBTOTAL	20OZ SPARKLING			$166.50
24	[illegible]	[illegible]	[illegible]	[illegible]NR	$18.50		$18.50
24	[illegible]	257	PUSH KICK [illegible]	20 NR	$18.50		$18.50
48	2	432	BARQS ROOTBEER 0-4900002392-3	20 NR	$18.50		$37.00
96	4		SUBTOTAL	20OZ FLAVORS			$74.00
48	2	197	POWER MT BLAST 0 4900000790-9	20 NR	$18.50		$37.00
[illegible]	1	441	POWER LEM/LIM 0-0000493690-7	20 NR	$18.50		$18.50
24	1	442	POWERADE ORANG 0-4900003278-9	20 NR	$18.50		$18.50
72	3	443	POWERADE FRUIT 0-4900000371-0	20 NR	$18.50		$55.50
168	7		SUBTOTAL	20OZ POWERADE			$129.50
480	[illegible]		[illegible] SALES				$370.00

SOONER COCA-COLA
DEPT. 96-0403
OKLAHOMA CITY, OK
73196-0403
1-918-423-0911
FAX: 405-946-5739

CUSTOMER# 4000157 MHS BASEBALL BOOSTER CLUB INVOICE# 40763638

9301 SOUTH 13TH
MCALESTER, OK

SELLING UNITS	CASES	ITEM#	DESCRIPTION UPC		PRICE DEPOSIT	ALLOW	NET
24	1	420	COCA-COLA 0-0000490440-3	20 NR	$18.50		$18.50
24	1	421	DIET COKE 0-0000490450-0	20 NR	$18.50		$18.50
24	1	423	SPRITE 0-0000497640-0	20 NR	$18.50		$18.50
72	3		SUBTOTAL	20OZ SPARKLING			$55.50
72	3	257	PIBB XTRA 0-4900002979-6	20 NR	$18.50		$55.50
72	3		SUBTOTAL	20OZ FLAVORS			$55.50
72	3	[illegible]	POWER MT BLAST 0-4900000790-9	20 NR	[illegible]		$55.50
24	1	[illegible]	POWERADE FRUIT [illegible]	20 NR	$18.50		$18.50
96	[illegible]		SUBTOTAL	20OZ POWERADE			$74.00
240	10		TOTAL SALES				$185.00
0	0		TOTAL RETURNS				$0.00

INVOICE	CREDITS	SALES
NET PRODUCT	$0.00	$185.00
PROMOTIONS	$0.00	$0.00
DEPOSITS	$0.00	$0.00

SUBTOTAL $185.00

BALANCE DUE: CHARGE $185.00

Invoice No. 1712

Mcalester Public School
Account 969

INVOICE

Customer

Name: Dug Out Concession #936
Address:
City: McAlester State: OK ZIP: 74501
Phone: 918-423-4771

Misc

Date: 5/29/2015
Order No.:
Rep:
FOB:

Qty	Description	Unit Price	TOTAL
1	Hot Dog Franks for Sunbelt	$83.58	$ 83.58
		$ -	$ -
		SubTotal	$ 83.58
		Shipping	
		Tax Rate(s)	
		TOTAL	$ 83.58

PAID
JUN 11 2015
Check # 1315

Payment Other

Comments: SUNBELT
Name:
CC #:
Expires:

Office Use Only

Thank You for Your Business!

OK to pay

DPS Troop/Division being Moved: _____ located in the City of _____.
Name of Government Agency providing office space: _____, located in the City of _____.

MEMORANDUM OF UNDERSTANDING

Between the Oklahoma Department of Public Safety for and on Behalf of DPS Troop/Division XC / Indian Nation Turnpike And McAlester Expo Center, the Government Agency providing Office Space to DPS

This Memorandum of Understanding (MOU), dated as of the date of the signature hereto of the Commissioner of Public Safety ["Commissioner" herein], addresses the agreement between the Oklahoma Department of Public Safety (DPS) for and on behalf of DPS Troop/Division **XC / Indian Nation Turnpike**, located at **Mile 62 Indian Nation Turnpike**, in the City of **McAlester** ["DPS Office" hereinafter] and the **McAlester Expo Center**, located at **4500 Hwy 270**, in the City of **McAlester** ["Government Agency" hereinafter], for the DPS Office to use Government Agency's office space at Government Agency's aforesaid location in the event the DPS Office's Continuity of Operations (COOP) plan is activated by the Commissioner. The DPS Office's COOP plan would only be activated during some type of emergency situation which renders the DPS Office's office space at its aforesaid location unavailable or unusable for normal operations.

This MOU provides that the DPS Office may utilize office space at the Government Agency's aforesaid location for the DPS Office to provide essential functions and services during an emergency in accordance with guidelines established in the Federal Emergency Management Agency (FEMA) Federal Preparedness Circular (FPC) 65. This MOU reflects the following agreement between the parties hereto:

1. The DPS Office agrees to keep staff numbers to a minimum while working in office space at the Government Agency.
2. The DPS Office agrees to cooperate with any security or office procedures that the Government Agency has in place in order to continue with DPS operations at the Government Agency's location.
3. The Government Agency agrees to provide access, restroom facilities, office and parking space for DPS Office's staff at the Government Agency's aforesaid location.
4. The Government Agency agrees to permit the DPS Office to use the Government Agency's telephones, office equipment and to have access to Government Agency's

network connections until the DPS Office can establish separate telephone and network connections to provide essential functions and services.

5. The Government Agency agrees to permit staff to assist DPS Information Services Division (IS) staff in the re-establishment of and access to necessary DPS computer systems, network and equipment.
6. The Government Agency agrees to permit DPS to store or "stage" equipment in a secured area at the Government Agency location.
7. The Government Agency agrees that this MOU will not be canceled without at least ninety (90) days advance written notice to the DPS Office by delivery to its Troop Commander or Division Director.

This MOU is mutually agreed upon by the following agency heads:

"DPS Office"

By:_____ _____

Michael C. Thompson, Commissioner Date

Oklahoma Department of Public Safety

"Government Agency"

By:_____ _____

_____ Date

[Printed Name] & Title

_____

[Name of Government Agency]

DPS Troop/Division being Moved: _____ located in the City of _____.
Name of Government Agency providing office space: _____, located in the City of _____.

MEMORANDUM OF UNDERSTANDING

Between the Oklahoma Department of Public Safety for and on Behalf of DPS Troop/Division _____D_____ And SOUTHEASTERN OK EXPO CENTER, the Government Agency providing Office Space to DPS

This Memorandum of Understanding (MOU), dated as of the date of the signature hereto of the Commissioner of Public Safety ["Commissioner" herein], addresses the agreement between the Oklahoma Department of Public Safety (DPS) for and on behalf of DPS Troop/Division**TROOP D**, located at **1501 GEORGE NIGH EXPRESSWAY**, in the City of **MCALESTER** ["DPS Office" hereinafter] and the **SOUTHEASTERN OK EXPO CENTER**, located at **4500 W. HIGHWAY 270**, in the City of **MCALESTER** ["Government Agency" hereinafter], for the DPS Office to use Government Agency's office space at Government Agency's aforesaid location in the event the DPS Office's Continuity of Operations (COOP) plan is activated by the Commissioner. The DPS Office's COOP plan would only be activated during some type of emergency situation which renders the DPS Office's office space at its aforesaid location unavailable or unusable for normal operations.

This MOU provides that the DPS Office may utilize office space at the Government Agency's aforesaid location for the DPS Office to provide essential functions and services during an emergency in accordance with guidelines established in the Federal Emergency Management Agency (FEMA) Federal Preparedness Circular (FPC) 65. This MOU reflects the following agreement between the parties hereto:

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2. The DPS Office agrees to cooperate with any security or office procedures that the Government Agency has in place in order to continue with DPS operations at the Government Agency's location.
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network connections until the DPS Office can establish separate telephone and network connections to provide essential functions and services.

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6. The Government Agency agrees to permit DPS to store or "stage" equipment in a secured area at the Government Agency location.
7. The Government Agency agrees that this MOU will not be canceled without at least ninety (90) days advance written notice to the DPS Office by delivery to its Troop Commander or Division Director.

This MOU is mutually agreed upon by the following agency heads:

"DPS Office"

By:_____ _____

Michael C. Thompson, Commissioner Date

Oklahoma Department of Public Safety

"Government Agency"

By:_____ _____

_____ Date

[Printed Name] & Title

_____

[Name of Government Agency]

McAlester City Council

AGENDA REPORT

Meeting Date:	November 24, 2015	**Item Number:**	1
Department:			
Prepared By:	Councilman Robert Karr	**Account Code:**	
Date Prepared:	November 18, 2015	**Budgeted Amount:**	
		Exhibits:	

Subject

Presentation and discussion in recognition of Native American Heritage Month, the history and information on the culture of the Choctaw People.

Recommendation

Discussion

Approved By

		Initial	*Date*
Department Head			
City Manager	P. Stasiak	PJS	11-19-15

McAlester City Council

AGENDA REPORT

Meeting Date:	November 24, 2015	**Item Number:**	2
Department:			
Prepared By:	MRHC	**Account Code:**	
Date Prepared:	November 18, 2015	**Budgeted Amount:**	
		Exhibits:	2

Subject

Consider and take action with respect to a resolution authorizing the calling and holding of an election in the City of McAlester, State of Oklahoma.

Recommendation

For the purpose of submitting to the registered qualified electors of said city the question of approval or rejection of the creation of indebtedness by the McAlester Regional Health Center Authority; and containing other provisions relating thereto.

Discussion

Approved By

		Initial	*Date*
Department Head			
City Manager	P. Stasiak	PJS	11-19-15

City of McAlester, Oklahoma
City Council Agenda Item
Regular Meeting
November24, 2015

CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION AUTHORIZING THE CALLING AND HOLDING OF AN ELECTION IN THE CITY OF MCALESTER, STATE OF OKLAHOMA, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVAL OR REJECTION OF THE CREATION OF INDEBTEDNESS BY THE MCALESTER REGIONAL HEALTH CENTER AUTHORITY; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

SPECIAL ELECTION PROCLAMATION AND NOTICE

Under and by virtue of the Statutes of the State of Oklahoma, and Acts complementary, supplementary, and enacted pursuant thereto, and Resolution No. _____ of the City Council of the City of McAlester, Oklahoma, dated November 24, 2015, authorizing the calling of an election on the proposition hereinafter set forth, I, the undersigned Mayor of the City of McAlester, Oklahoma, hereby call a special election and give notice thereof to be held in the City of McAlester, Oklahoma, on the 9th day of February, 2016, for the purpose of submitting to the registered, qualified voters in said City, the following proposition:

PROPOSITION

Shall the City of McAlester, Oklahoma be authorized to approve, and shall The McAlester Regional Health Center Authority be authorized to incur, indebtedness in the original principal amount of not to exceed Eleven Million Eight Hundred Thousand Dollars ($11,800,000), with said indebtedness to be secured by a lien on certain revenues and assets of The McAlester Regional Health Center Authority and with the proceeds of said indebtedness to be used to finance certain equipment, additions, and facility construction and renovations for an enhanced emergency department at the medical center known as the McAlester Regional Health Center, and to fund certain costs associated with the issuance of said indebtedness?

/_____/ Yes – For the above Proposition

/_____/ No – Against the above Proposition

That only the registered, qualified voters of the City of McAlester, Oklahoma, may vote upon the proposition as above set forth.

The polls shall be opened at 7:00 o'clock a.m. and shall remain open continuously until and be closed at 7:00 o'clock p.m.

Such election shall be conducted by those precinct officers designated by the County Election Board of Pittsburg County, Oklahoma, which officers shall also act as counters and certify the results thereof as required by law.

The number and location of the polling places for the election shall be the same as prescribed by the County Election Board for state and county elections and shall include all precincts totally or partially contained within the city limits of the City of McAlester, Oklahoma. As of November 18, 2015, the following polling places have been designated by the Pittsburg County Election Board for the February 9, 2016, special election to be held in the City of McAlester, Oklahoma:

PRECINCT NUMBER	LOCATION
1	J.I. Stipe Center, 801 N. 9th Street
3	First Baptist Church, 100 E. Washington
4	Main & Oklahoma Church of Christ, 1700 S. Main
5	American Legion, 400 S. 2nd
6	Central Christian Church, 920 Central Ave.
7	Assembly of God Church, 1800 Hardy Springs Rd. East
8	First Free Will Baptist Church (Family Life Center), 332 W. Carl Albert Parkway
11	Living Word Church, 103 W. Taylor
14	North Town Church of Christ (Fellowship Hall), 2400 N. Main
15	Kiamichi Vo-Tech Center, 301 Kiamichi Drive
32	Frink Community Center, 486 Frink Road
36	Haywood School, Haywood
40	Assembly of God Church, 1800 Hardy Springs Rd. West
41	Krebs City Hall, 5 N.E. Washington, Krebs
42	Bug Tussle Baptist Church, 5180 Flowery Mound Rd. East
45	Pittsburg Cattleman's Association, 270 West
46	Bug Tussle Baptist Church, 5180 Flowery Mound Rd. West

DATED this 24th day of November, 2015.

(SEAL)

_____
Mayor

ATTEST:

_____
City Clerk

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN THE MUNICIPAL BUILDING, 28 EAST WASHINGTON AVENUE, IN SAID CITY ON THE 24TH DAY OF NOVEMBER, 2015, AT 6:00 O'CLOCK P.M.

PRESENT:

ABSENT:

Notice of this regular meeting having been given in writing to the City Clerk of the City of McAlester, Oklahoma, prior to December 15, 2014 and public notice of this meeting having been posted in prominent view at the Municipal Building twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

(OTHER PROCEEDINGS)

Thereupon, the following resolution was introduced and caused to be read by the Mayor. Councilmember _____ moved passage of the Resolution and Councilmember _____ seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CALLING AND HOLDING OF AN ELECTION IN THE CITY OF MCALESTER, STATE OF OKLAHOMA, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVAL OR REJECTION OF THE CREATION OF INDEBTEDNESS BY THE MCALESTER REGIONAL HEALTH CENTER AUTHORITY; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the City Charter (the "Charter") of the City of McAlester, Oklahoma (the "City") provides in Section 5.11(c) that "Any resolution or ordinance adopted by the council permitting or approving the creation of any indebtedness or obligation by a municipal beneficiary trust in excess of $1,000,000 must be approved by a majority of the qualified electors of the City of McAlester;

provided that for purposes of this provision, the terms "indebtedness or obligation" shall include the aggregate rental required to be paid for the entire term of a lease. Any indebtedness issued by any public trust having its principal purpose, and which is primarily engaged in, the ownership and operation of a hospital or related institution shall not be subject to this Section, if the indebtedness does not exceed five percent (5%) of the greater of: (1) The then existing total indebtedness of such trust; or (2) The value of all assets of such trust."; and

WHEREAS, The McAlester Regional Health Center Authority (the "Authority") has determined that it would be beneficial for the Authority to incur indebtedness, in one or more series, in the original principal amount of not to exceed $11,800,000, said debt to be secured by a lien on certain revenues and assets of the Authority and said debt to be used to finance certain equipment, additions, and facility construction and renovations for an enhanced emergency department at the medical center known as the McAlester Regional Health Center, and to fund certain costs associated with the issuance of said indebtedness; and

WHEREAS, the City Council has determined to call a special election on February 9, 2016, for the purpose of submitting the hereinafter referenced proposition to the registered qualified voters of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA:

SECTION 1. That the Mayor of the City be, and is hereby authorized and directed to call a special election to be held in said City on the 9th day of February, 2016, for the purpose of submitting to the registered, qualified voters thereof the following proposition:

PROPOSITION

Shall the City of McAlester, Oklahoma be authorized to approve, and shall The McAlester Regional Health Center Authority be authorized to incur, indebtedness in the original principal amount of not to exceed Eleven Million Eight Hundred Thousand Dollars ($11,800,000), with said indebtedness to be secured by a lien on certain revenues and assets of The McAlester Regional Health Center Authority and with the proceeds of said indebtedness to be used to finance certain equipment, additions, and facility construction and renovations for an enhanced emergency department at the medical center known as the McAlester Regional Health Center, and to fund certain costs associated with the issuance of said indebtedness?

/_____/ Yes – For the above Proposition

/_____/ No – Against the above Proposition

SECTION 2. That such call for said election shall be by proclamation, signed by the Mayor of the City and attested by the City Clerk, setting forth the proposition to be voted upon and the hours of opening and closing of the polls. That the ballots shall set forth the proposition to be voted upon

substantially as set out in Section 1 hereof, and that the returns of said election shall be made to and canvassed by the Pittsburg County Election Board.

PASSED AND APPROVED THIS 24TH DAY OF NOVEMBER, 2015.

CITY OF MCALESTER, OKLAHOMA

(SEAL)

By: _____
Name: Steve Harrison
Title: Mayor

ATTEST:

By: _____
Name: Cora Middleton
Title: City Clerk

STATE OF OKLAHOMA)
)SS
COUNTY OF PITTSBURG)

I, the undersigned, the duly qualified and acting City Clerk of the City of McAlester, in said County and State, hereby certify that the foregoing copy of proceedings is a true and complete copy of the proceedings had by the City Council of said City at a regular meeting held on the date therein set out, insofar as the same relate to the introduction, reading and adoption of a Resolution as the same appears of record in my office.

I further certify that attached hereto are true and complete copies of the notice given to the City Clerk of the City of McAlester, Oklahoma, prior to December 15, 2014, and of public notice posted at the Municipal Building, 28 East Washington Avenue, in McAlester, Oklahoma, at least twenty- four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

WITNESS MY HAND AND THE SEAL OF SAID CITY THIS 24TH DAY OF NOVEMBER, 2015.

(SEAL)

City Clerk

McAlester City Council

AGENDA REPORT

Meeting Date:	November 24, 2015	**Item Number:**	3
Department:	Finance		
Prepared By:	Toni Ervin	**Account Code:**	
Date Prepared:	November 17, 2015	**Budgeted Amount:**	
		Exhibits:	9

Subject

Consider and act upon, an Ordinance amending Ordinance No. 2538 which established the budget for fiscal year 2015-16; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

Recommendation

Motion to approve the budget amendment ordinance.

Discussion

The budget amendment ordinance is necessary to cover proposed revenue and/or expenditures not included in the budget for this fiscal year.

See attached.

Approved By

		Initial	*Date*
Department Head			
City Manager	P. Stasiak	PJS	11-19-15

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2538 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2015-16; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council heretofore adopted Ordinance No. 2538 setting forth the Budget for Fiscal Year 2015-2016 beginning July 1, 2015 and ending June 30, 2016; and

WHEREAS, the City Departments and Divisions routinely review their budget appropriations to determine if any changes are necessary; and

WHEREAS, based upon said review the City staff now recommends that certain amendments to the Budget be considered by the City Council; and

WHEREAS, the City Council has the authority to make amendments to the City Budget under Article 5, Section 5.07 (b) of the new City Charter as well as State law; and

WHEREAS, the City Council has determined that the proposed amendment to the FY 2015-2016 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

SECTION 1: The proposed amendment to the FY 2015-2016 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1 through A-7, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2015-2016 Budget.

SECTION 2: All portions of the existing FY 2015-2016 Budget, Ordinance No. 2538 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

SECTION 3: That all other ordinances in conflict herewith are hereby repealed to the extent of any such conflict or inconsistency and all other ordinances not in conflict herewith shall remain in full force and effect.

SECTION 4: Should any paragraph, sentence, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.

SECTION 5: That an emergency is hereby declared to exist, and for the provision of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.

PASSED and the EMERGENCY CLAUSE ruled on separately this _____ day of _____, 2015.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Steve Harrison, Mayor

ATTEST:

_____
Cora Middleton, City Clerk

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

_____
William J. Ervin, City Attorney

Exhibit A-1

City of McAlester
Budget Amendment - FY 2015-2016
General Fund
November 24, 2015

Estimated Revenue or Fund Balance

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
01	40999		Fund Balance	-	64,000	64,000
01						-
						-
			Total		64,000	

Appropriations

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
01	5431106	Fire	Worker's Compensation	-	62,369	62,369
01	5215106	Interdepartmental	Contingency- Worker's Compensation	270,000	(62,369)	207,631
01	5432308	EMS	Contracted Services	54,500	24,000	78,500
01	5320121	CID	Grant - DOJ Marijuana OT	-	15,000	15,000
01	5321120	Patrol	Grant - Highway Safety OT	-	25,000	25,000
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
					64,000	

FUND INFORMATION

Original Budget - Revenues ***	$15,187,237
Amendments	-
Current Budget - Revenues	**$15,187,237**
Original Budget - Expenditures	$15,187,237
Amendments	228,708
Current Budget - Expenditures	**$15,415,945**

*** Does not include appropriated fund balance.

Approved by the City Council this

November 24, 2015

Approved:

Mayor

Attest:

City Clerk

Explanation of Budget Amendment:

Appropriate funds for Worker's Compensation Allocation to department from Interdepartmental budget.

EMS Contracted Services with Dr. Jason McElyea.

Posted By _____ Date _____ BA# _____ Pkt.# _____

Exhibit A-2

City of McAlester
Budget Amendment - FY 2015-2016
MPWA
November 24, 2015

Estimated Revenue or Fund Balance

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
					-	-
						-
						-
			Total		-	

Appropriations

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
02	5974106	Utility Maintenance	Worker's Compensation	-	44,268	44,268
02	5267106	Interdepartmental	Contingency- Worker's Compensation	90,000	(44,268)	45,732
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
					-	

FUND INFORMATION	
Original Budget - Revenues ***	$ 9,201,329
Amendments	-
Current Budget - Revenues	$ 9,201,329
Original Budget - Expenditures	$ 9,201,329
Amendments	-
Current Budget - Expenditures	$ 9,201,329

*** Does not include appropriated fund balance.

Approved by the City Council this

November 24, 2015

Approved:

Mayor

Attest:

City Clerk

Explanation of Budget Amendment:

Appropriate funds for Worker's Compensation Allocation to department from Interdepartmental budget.

(over $25,000)

Posted By _____ Date _____ BA# _____ Pkt.# _____

A1116-017

Exhibit A-3

City of McAlester
Budget Amendment - FY 2015-2016
E911
November 24, 2015

Estimated Revenue or Fund Balance

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
29	40999		Fund Balance	-	11,000	11,000
						-
						-
			Total		11,000	

Appropriations

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
						-
29	5324402	E911	Technology Upgrades (911 Generator)	50,065	11,000	61,065
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
					11,000	

FUND INFORMATION

Original Budget - Revenues ***	$ 739,800
Amendments	-
Current Budget - Revenues	$ 739,800
Original Budget - Expenditures	$ 739,800
Amendments	136,065
Current Budget - Expenditures	$ 875,865

*** Does not include appropriated fund balance.

Approved by the City Council this

November 24, 2015

Approved:

Mayor

Attest:

City Clerk

Explanation of Budget Amendment:

Appropriate funds for electrical upgrade for E911 generator.

Posted By _____ Date _____ BA# _____ Pkt.# _____

A1116-018

Exhibit A-5

City of McAlester
Budget Amendment - FY 2015-2016
Education Fund
November 24, 2015

Estimated Revenue or Fund Balance

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
26	40999		Fund Balance	-	129,814	129,814
						-
						-
			Total		129,814	

Appropriations

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
26	5211626	Finance	Transfer -Public Schools	-	129,814	129,814
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
					129,814	

FUND INFORMATION

Original Budget - Revenues ***	$ 1,023,280
Amendments	-
Current Budget - Revenues	$ 1,023,280
Original Budget - Expenditures	672,008
Amendments	129,814
Current Budget - Expenditures	$ 801,822

*** Does not include appropriated fund balance.

Approved by the City Council this

November 24, 2015

Approved:

Mayor

Attest:

City Clerk

Explanation of Budget Amendment:

Appropriate funds for the Memorandum of Understanding for the Driveway behind Will Rogers Elementary.

Posted By _____ Date _____ BA# _____ Pkt.# _____

A1116-019

Exhibit A-4

City of McAlester
Budget Amendment - FY 2015-2016
South East Expo Center
November 24, 2015

Estimated Revenue or Fund Balance

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
28	40727		Transfer from Tourism Fund	369,124	68,931	438,055
						-
						-
			Total		68,931	

Appropriations

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
						-
28	5654316	SE Expo	Repairs & Maintenance	-	38,131	38,131
28	5654322	SE Expo	Liability Insurance/Bonds	24,478	8,500	32,978
28	5654106	SE Expo	Worker's Compensation	-	17,500	17,500
28	5654401	SE Expo	Capital Outlay	108,000	4,800	112,800
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
					68,931	

FUND INFORMATION		
Original Budget - Revenues ***	$	520,124
Amendments		68,931
Current Budget - Revenues	$	589,055
Original Budget - Expenditures	$	520,124
Amendments		68,931
Current Budget - Expenditures	$	589,055

*** Does not include appropriated fund balance.

Approved by the City Council this

November 24, 2015

Approved:

Mayor

Attest:

City Clerk

Explanation of Budget Amendment:

Appropriate funds for Repairs & Maintenance not included in original budget.

Appropriate funds for additional liability insurance for the Expo, worker's compensation, and new sign coming over budget.

Posted By _____ Date _____ BA# _____ Pkt.# _____

Exhibit A-6

City of McAlester
Budget Amendment - FY 2015-2016
Tourism
November 24, 2015

Estimated Revenue or Fund Balance

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
27	40999		Fund Balance	-	68,931	68,931
						-
						-
			Total		68,931	

Appropriations

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
27	5655628	Tourism	Transfer to S E Expo	369,124	68,931	438,055
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
					68,931	

FUND INFORMATION

Original Budget - Revenues ***	$ 631,300
Amendments	68,931
Current Budget - Revenues	$ 700,231
Original Budget - Expenditures	627,528
Amendments	8,940
Current Budget - Expenditures	$ 636,468

*** Does not include appropriated fund balance.

Approved by the City Council this

November 24, 2015

Approved:

Mayor

Attest:

City Clerk

Explanation of Budget Amendment:

Appropriate funds to transfer for Repairs & Maintenance not included in original budget.

Appropriate funds for additional liability insurance for the Expo, worker's compensation, and new sign coming over budget.

Posted By _____ Date _____ BA# _____ Pkt.# _____

Exhibit A-7

City of McAlester
Budget Amendment - FY 2015-2016
Economic Development
November 24, 2015

Estimated Revenue or Fund Balance

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
30	40333		Grant Revenue	-	193,257	193,257
						-
						-
			Total		193,257	

Appropriations

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
30	5652343	Planning & Community Dev	2016 OSMPC Grant - Defense Development	-	193,257	193,257
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
					193,257	

FUND INFORMATION

Original Budget - Revenues ***	$ 1,344,127
Amendments	193,257
Current Budget - Revenues	$ 1,537,384
Original Budget - Expenditures	$ 1,344,127
Amendments	193,257
Current Budget - Expenditures	$ 1,537,384

*** Does not include appropriated fund balance.

Approved by the City Council this

November 24, 2015

Approved:

Mayor

Attest:

City Clerk

Explanation of Budget Amendment:

Appropriate funds for 2016 OSMPC Grant for Defense Development.

Posted By _____ Date _____ BA# _____ Pkt.# _____

FY 15-16 Budget Amendments listed by Fund

					Revenue	Expense
1	8/25/15	01	General Fund	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures rel	-	135,500
4	9/8/15	01	General Fund	Appropriate funds for Airport Drainage Project to Rehab Taxiway	-	29,208
016	11/24/15	01	General Fund	Appropriate Funds for Worker's Compensation Allocation and EMS Contract with Dr.	-	64,000
002	8/25/15	02	MPWA	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures rel	-	10,480
017	11/24/15	02	MPWA	Appropriate Funds for Worker's Compensation Allocation.	-	-
010	8/25/15	16	State Forfeiture	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures rel	37,375	37,375
003	8/25/15	24	Airport Grant	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures rel	668,528	668,528
013	9/8/15	24	Airport Grant	Appropriate funds for Airport Drainage Project to Rehab Taxiway	283,165	283,165
019	11/24/15	26	Education Fund	Appropriate funds for the Memorandum of Understanding for the Driveway behind Will Roge	-	129,814
004	8/25/15	27	Tourism	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures rel	-	8,940
021	11/24/15	27	Tourism	Appropriate funds for the transfer for Repairs & Maintenance, Liability Ins., WC, and new sig	-	68,931
020	11/24/15	28	South East Expo	Appropriate funds for Repairs & Maintenance, Liability Ins., WC, and new sign	68,931	68,931
005	8/25/15	29	E911	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures rel	-	125,065
018	11/24/15	29	E911	Appropriate funds for electrical upgrade for E911 generator	-	11,000
006	8/25/15	30	Economic Development	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures rel	-	681,171
022	11/24/15	30	Economic Development	Appropriate funds for the 2016 OSMPC Grant for Defense Development	193,257	193,257
007	8/25/15	32	Grants, Gifts, & Contribu	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures rel	-	145,870
008	8/25/15	33	CDBG Grants	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures rel	-	438,238
009	8/25/15	41	Capital Fund	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures rel	-	1,561,237
012	9/8/15	41	Capital Fund	Appropriate Funds for flood damage done to Sandy Creek Canal.	-	87,000
015	10/13/15	41	Capital Fund	Appropriate Funds for 20 Inch Water Line Relocate	-	48,820
011	8/25/15	44	Technology Fund	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures rel	-	21,236
					1,251,256	4,817,766

McAlester City Council

AGENDA REPORT

Meeting Date:	November 24, 2015	**Item Number:**	4
Department:	Finance		
Prepared By:	Toni Ervin	**Account Code:**	
Date Prepared:	November 17, 2015	**Budgeted Amount:**	
		Exhibits:	

Subject

Discussion and update on Financials.

Recommendation

Discussion

Discussion on City of McAlester's Financials as of October 31, 2015.

Approved By

		Initial	*Date*
Department Head			
City Manager	P. Stasiak	PJS	11-19-15

City of McAlester

Financial Summary as of October 31, 2015

Percentage of year complete: 33.00%

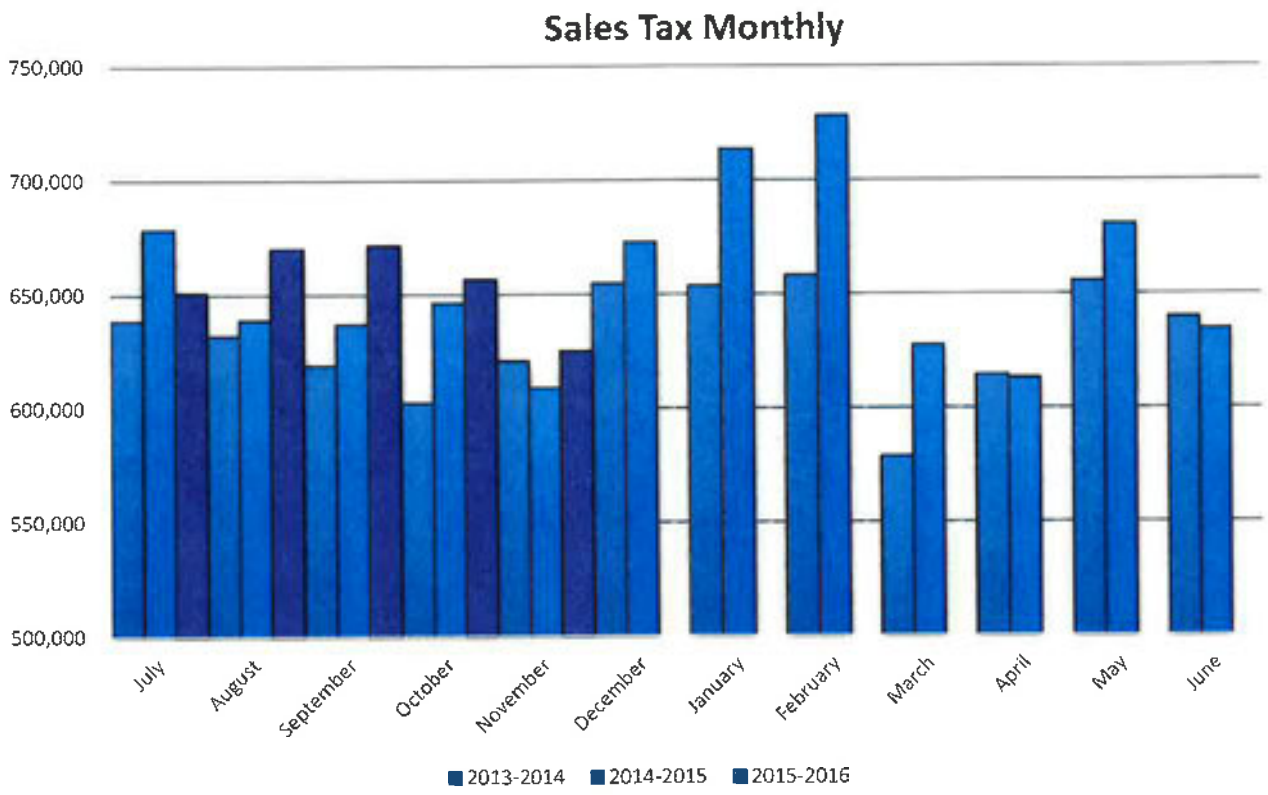
GENERAL FUND AT A GLANCE	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL	% OF BUDGET
BEGINNING FUND BALANCE	**$ 1,563,124**	$ 1,563,124	**$ 1,563,124**	
REVENUES	13,125,678	13,125,678	4,167,214	31.75%
EXPENDITURES	(13,844,425)	(13,979,925)	(4,424,493)	31.65%
REVENUES OVER (UNDER) EXPENDITURES BEFORE TRANSFERS	**$ (718,747)**	**$ (854,247)**	**$ (257,279)**	
TRANSFERS IN	$ 2,061,559	$ 2,061,559	$ 687,183	33.33%
TRANSFERS OUT	(1,342,812)	(1,372,020)	(447,604)	32.62%
NET TRANSFERS	**$ 718,747**	**$ 689,539**	**$ 239,579**	
INCREASE (DECREASE) TO BEGINNING CARRYOVER BALANCE	**$ -**	**$ (164,708)**	**$ (17,700)**	
ENDING CARRYOVER BALANCE	**$ 1,563,124**	**$ 1,398,416**	**$ 1,545,424**	

MPWA FUND AT A GLANCE	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL	% OF BUDGET
BEGINNING FUND BALANCE	**$ 1,352,625**	**$ 1,352,625**	**$ 1,352,625**	
REVENUES	8,847,881	8,847,881	3,140,616	35.50%
EXPENDITURES	(6,786,332)	(6,796,802)	(1,944,959)	28.62%
REVENUES OVER (UNDER) EXPENDITURES BEFORE TRANSFERS	**$ 2,061,549**	**$ 2,051,079**	**$ 1,195,657**	
TRANSFERS IN	$ -	$ -	$ -	
TRANSFERS OUT	(2,415,007)	(2,415,007)	(815,183)	33.75%
	$ (2,415,007)	**$ (2,415,007)**	**$ (815,183)**	
INCREASE (DECREASE) TO BEGINNING CARRYOVER BALANCE	**$ (353,458)**	**$ (363,928)**	**$ (144,215)**	
ENDING CARRYOVER BALANCE	**$ 999,167**	**$ 988,697**	**$ 1,208,410**	

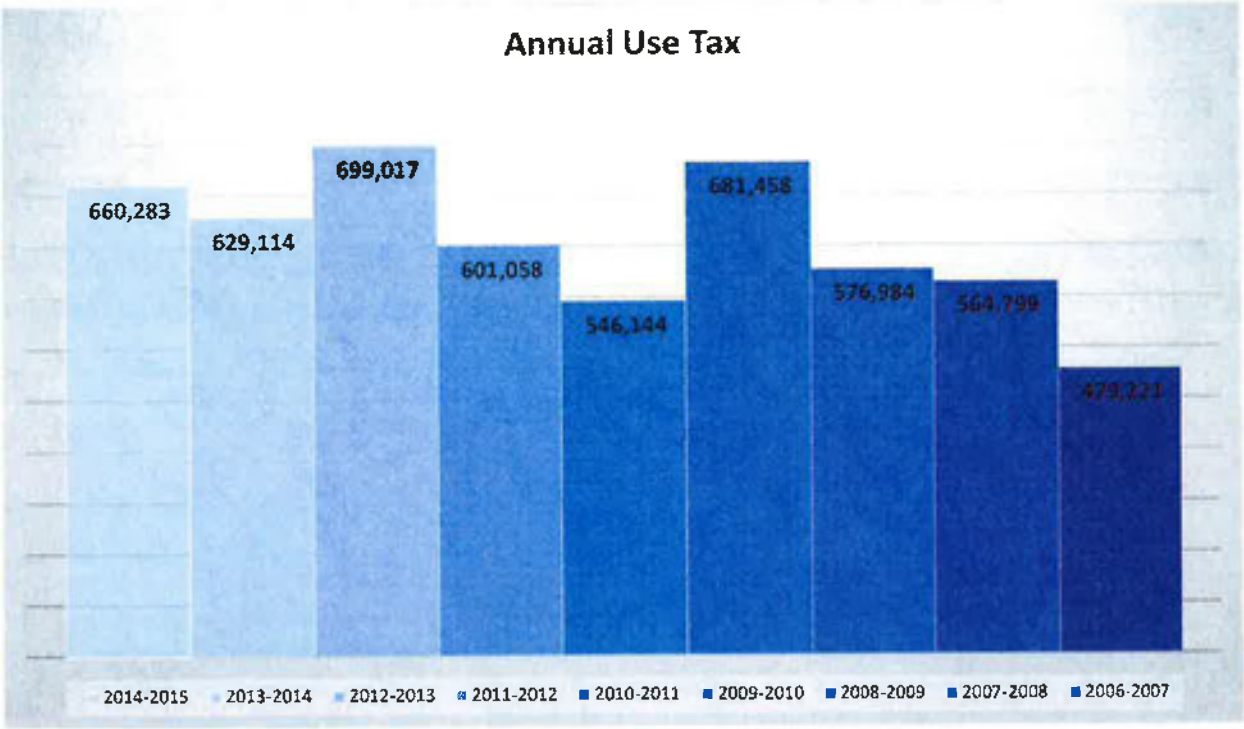
GENERAL FUND - SALES TAX REVENUE

Year - to - Date Comparison

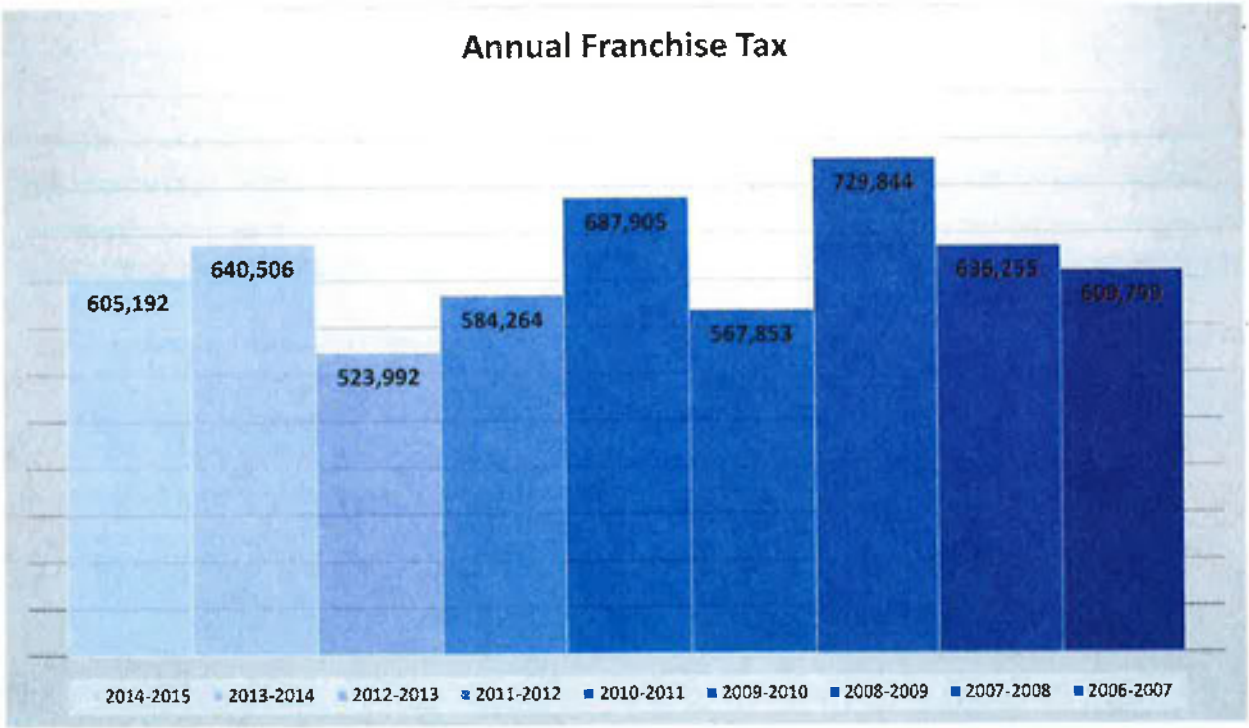
Month	2013-2014	2014-2015	2015-2016
July	638,883	678,826	651,128
August	632,369	639,149	670,479
September	619,254	637,490	671,817
October	602,907	646,480	656,874
November	621,063	609,468	625,417
December	655,147	673,245	-
January	653,898	713,781	-
February	658,527	728,463	-
March	578,831	627,860	-
April	614,862	613,352	-
May	655,718	680,791	-
June	639,904	634,765	-
	7,571,363	7,883,669	3,275,715



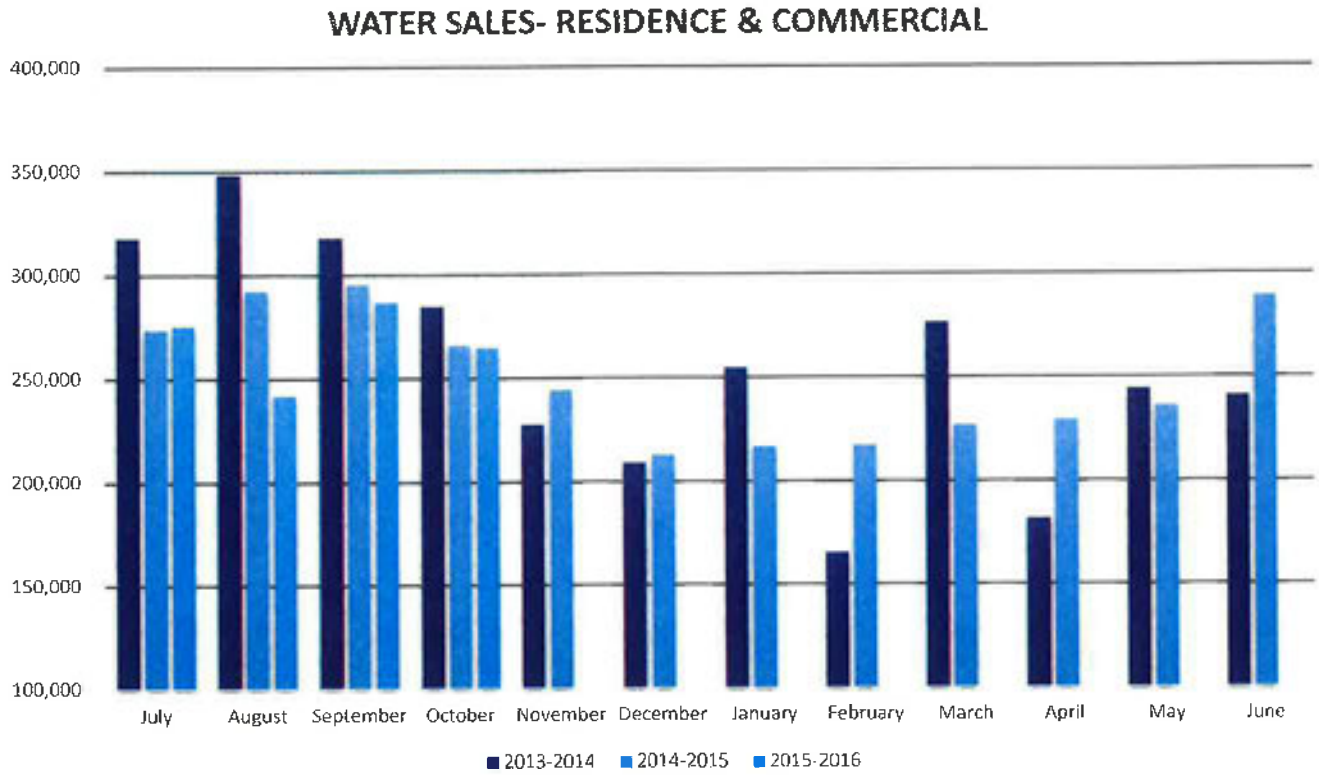
History of General Fund Use Tax

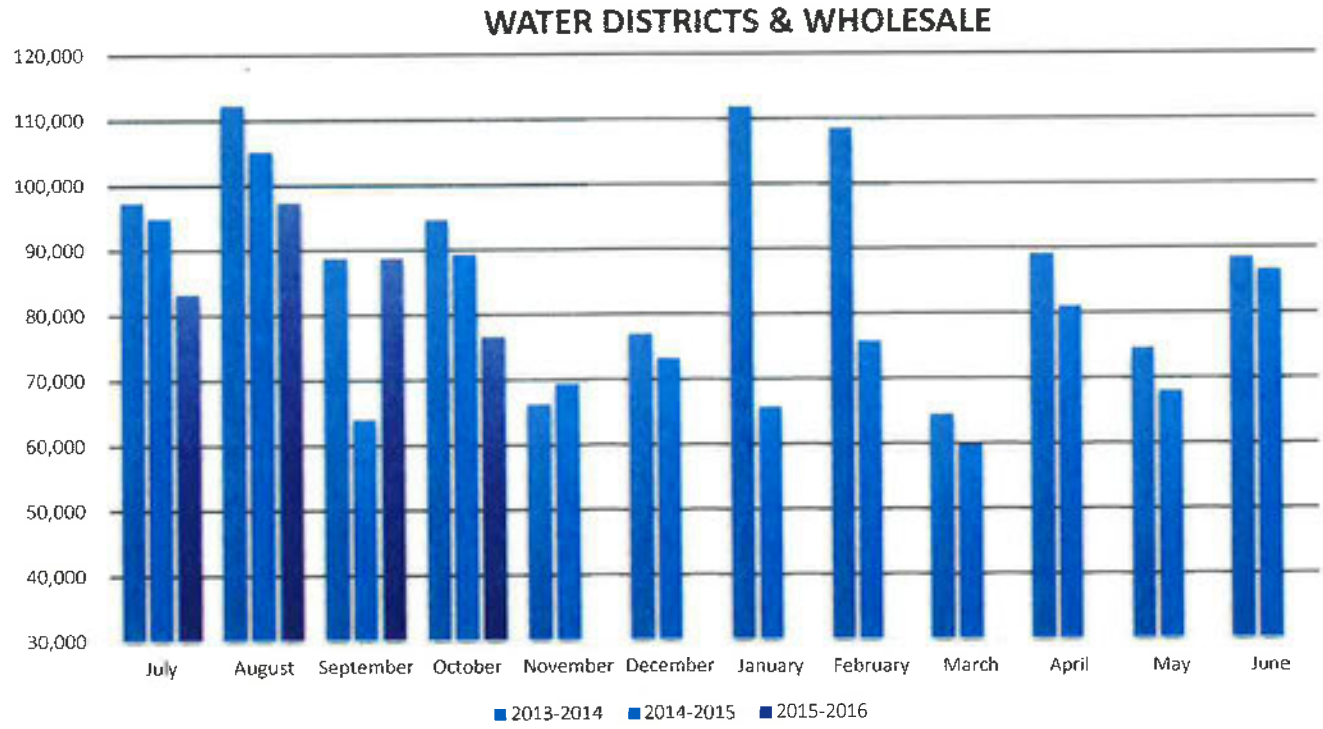


History of General Fund Franchise Tax



MPWA REVENUES - OCTOBER 2015





City of McAlester

Street Projects as of 11-10-15

2013 BOND CONSTRUCTION FUNDS	7,866,403
2014 BOND CONSTRUCTION FUNDS	4,335,398
	12,201,800

CIP #1	ORIGINAL BID	ACTUAL
	2 CHANGE ORDERS	
AUSTIN PAVING		469,421.58
CARSTENSEN		131,466.87
EST		100,850.00
CITY OF MCALESTER		60,604.95
TOTAL		$762,343.40

	ACTUAL	ORIGINAL CONTRACT	CHANGE ORDERS	TOTAL
CIP #2				
POE AND ASSOCIATES	180,000.00	180,000.00		180,000.00
CARSTENSEN	2,736,068.28	2,882,649.25	$ (2,572.17)	2,880,077.08
EST	149,000.00	149,000.00		149,000.00
NEWS CAPITAL, TULSA WORLD...	1,161.93	2,616.52		2,616.52
DEQ	1,454.59	1,454.59		1,454.59
TOTAL	$3,067,684.80	3,215,720.36	$ (2,572.17)	3,213,148.19
CIP #3				
MEHLBURGER BRAWLEY	195,085.80	176,000.00		176,000.00
T.MCDONALD CONSTR	1,857,574.57	2,730,988.00	$ 4,940.50	2,735,928.50
INFRASTRUCTURE SOLUTION	122,979.50	143,500.00		143,500.00
LOT MAINTENANCE	7,050.00	7,050.00		7,050.00
NEWS CAPITAL	158.88	158.88		158.88
TOTAL	$2,182,848.75	3,057,696.88	$ 4,940.50	3,062,637.38
CIP #4				
EST	163,946.25	230,100.00		230,100.00
CARSTENSEN	2,345,517.37	2,942,565.20	$ 104,368.18	3,046,933.38
POE AND ASSOCIATES	281,937.45	257,233.23	$ 25,500.00	282,733.23
LOT MAINTENANCE	26,525.00	26,525.00		26,525.00
DEQ	1,669.28	1,669.28		1,669.28
NEWS CAPITAL	174.84	174.84		174.84
BARNETT	-	1,000.00		1,000.00
WEDDLE SIGNS	2,260.00	7,500.00		7,500.00
TOTAL	$2,822,030.19	$3,466,767.55	$129,868.18	$3,596,635.73
CIP #4A				
CARSTENSEN	97,137.70	1,083,261.40	$ 31,252.38	1,114,513.78
EST	-	92,075.00		92,075.00
	-	-		-
	-	-		-
	-	-		-
TOTAL	$97,137.70	1,175,336.40	31,252.38	1,206,588.78
TOTAL CIP PROJECTS	$8,932,044.84	$11,677,864.59		$11,841,353.48
REMAINING BALANCE	**3,269,755.16**	**523,935.41**		**$360,446.52**

CIP#1 -REQUESTED FROM BONDING COMPANY	$ 151,121.90
REIMBURSEMENT FROM EDUCATION FUND	$ 129,814.30
	$ 641,382.72

McAlester City Council

AGENDA REPORT

Meeting Date:	November 24, 2015	**Item Number:**	5
Department:	Finance		
Prepared By:	Toni Ervin	**Account Code:**	
Date Prepared:	November 10, 2015	**Budgeted Amount:**	
		Exhibits:	1

Subject

Consider and act upon, declaring certain vehicles and equipment surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287.

Recommendation

Motion to declare certain vehicles and equipment surplus and authorize the disposal of them.

Discussion

The City of McAlester currently has several vehicles and pieces of equipment that are deemed no longer in service either due to repair cost being more than the items are worth or worn out and not useful or safe to operate.

See attached list for all vehicles and equipment requested to be declared surplus and disposed of:

Approved By

		Initial	*Date*
epartment Head			
City Manager	P. Stasiak	PJS	11-19-15

NEW SURPLUS AS OF 11/5/2015

1989 CHEVY 1 TON	1GBHC34F3NE162018	WW 2	TAG 3-34977	WORN OUT
1992 CHEVY 1 TON	1GBHC34F4NE163520	UTM 6	TAG 3-34976	WORN OUT
2000 FORD EXPL	1FMZU72XXYUB51586	WW 4	TAG 3-48771	WORN OUT
2000 FORD C/V	2FAFP71WXYX206771	I 6	TAG 3-50876	WORN OUT
2004 FORD C/V	2FAFP71W94X129854	UO 4	TAG 3-54727	WORN OUT
1988 CHEVY 1 TON	1GCGC34J7JE178406	UTM 5	TAG 3-25055	WORN OUT
1985 FORD 1 TON	1FDJF37G8FKA66716	SB 7	TAG 3-22518	WORN OUT
1996 DODGE 3/4 TON EXT CAB-CUMMINS DIESEL	1B7KF23C2TJ132202	G 7	TAG 3-39869	WORN OUT
2000 DODGE 3/4 TON EXT CAB-CUMMINS DIESEL	1B7KC2365YJ148856	S2	TAG 3-48071	WORN OUT
2004 DODGE 1/2 4X4 4 DOOR-5.7 HEMI	1D7HU18D84S583504	PD 63	TAG 082AAA	TRUCK IS WRECKED ON DRIVER SIDE
1997 C/V	2FALP71W9VX214374	G 9	TAG 3-44102	WORN OUT
1991 DODGE P/U	1B7HE16Y0MS311235	SB 1	TAG 3-47246	WORN OUT
1991 DODGE P/U	1B7KE2685MS281404	TC 6	TAG 3-33533	WORN OUT
1996 INTENATIONAL 4700 DUMP TRUCK	1HTSCAAPOTH390186	UTM 43	NO TAG	HAS ENGINE PROBLEMS-WATER IN OIL
1977 LONG TRACTOR MODEL 1563.	SER# 591844	AP-5		HR METER BROKE-WORN OUT
MORBARK MODEL 17 WOODCHIPPER.	SER#T04039D378079	PK-27.		JOHN DEERE DIESEL ENGINE-WORN OUT
1997 KUBOTA F3060 FRONT DECK MOWER	SER #20355	C 70		BLOWN ENGINE SEVERAL PARTS MISSING
1999 KUBOTA F3060 FRONT DECK MOWER.	SER #30572	C 69		BLOWN ENGINE SEVERAL PARTS MISSING
1998 JOHN DEERE 710 MOWER.		PK 5		BROKEN CRANK SHAFT-ENGINE DAMAGE
16FT ENCLOSED TRAILOR				USED FOR WATER & SEWER VIDEO INSP.- HAS NOT BEEN USED FOR 10 YRS-TOO EXPENSIVE TO REPAIR
JOHN DEERE RIDING MOWER MODEL 325		WW		KAWASAKI FC540V 17.0 HP ENGINE.-NOT RUNNING
JOHN DEERE RIDING MOWER MODEL 185.		WW		KAWASAKI FC 540 V 14HP ENGINE-NOT RUNNING

McAlester City Council

AGENDA REPORT

Meeting Date:	November 24, 2015	**Item Number:**	6
Department:	Finance		
Prepared By:	Toni Ervin	**Account Code:**	
Date Prepared:	November 16, 2015	**Budgeted Amount:**	
		Exhibits:	3

Subject

Consider and act upon, authorizing the Mayor to sign the update to the Wholesale Water Purchase Contracts.

Recommendation

Staff recommends that the council make a motion to approve the Wholesale Water Purchase Contracts.

Discussion

Attached is a template of our contract for our Wholesale Water Customers: District 5, 6, 7, 9, 16, OSP, City of Krebs, and Berry Plastics. At the Water Cost Analysis workshop with the council, it was discussed that these contracts should be updated. With the previous capital investments in our Water Treatment Plant and the immediate future capital needs discussed, the staff is recommending the rate to be $3.49 per 1,000 gallons for the Wholesale Water Purchase Contracts.

Approved By

		Initial	*Date*
Department Head			
City Manager	P. Stasiak	PJS	11-15-19

MCALESTER PUBLIC WORKS AUTHORITY

	FY 13-14 Amount	Assumption: 10% Water Loss No Capital Reserves	Assumption: 10% Water Loss Capital Reserves
Water expenses FY 13-14	$3,209,176	$ 3,209,176	$3,431,176
Thousands of gallons billed	892,730	982,003	982,003
Cost per thousand gallons billed	$3.59	$3.27	$3.49

Reinvestment Capital Needs for Reserve Calculation:

Water Treatment Plant	$ 4,000,000	10 years	$ 400,000	
Water Line Reinvestment			$ 200,000	
			$ 600,000	per year

Percentage of Consumption of Districts	37%				
Portion of Continual Funding of Capital Reserves	$ 222,000	+	3,209,176	=	3,431,176

This calculation can be consistently recalculated from Audited Financial Reports. The calculation are based on proportional share of expenditures related to the production, treatment, delivering, and administration of water to our customers.

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the _____ day of _____, _____ by and between the City of McAlester, Oklahoma, hereinafter referred to as the "**CITY**", and _____, Pittsburg County, Oklahoma, hereinafter referred to as "**District**".

WITNESSETH:

WHEREAS, the District has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in the District, and to accomplish this purpose, the District will require a supply of treated water; and

WHEREAS, the City owns and operates a water distribution system contiguous to the District, which distribution system is currently capable of serving the present customers of the City system and the estimated number of water users to be served by the District; and

WHEREAS, the District has negotiated with the City for the purchase of water from said City.

1. THE CITY HEREBY AGREES:

A. Quality and Quantity

To furnish the District, during the term of this contract or any renewal or extension thereof, potable treated water in such quantity as may be required by the District.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the City system from such point or points as may be agreeable to the parties hereto.

It is understood that there may be some interruption in the delivery of water by the City to the District. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to the District, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of the District customers at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the District during the preceding month.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the District and to test such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and the District shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

II. THE DISTRICT AGREES:

A. Rates and Payment Rate

To pay the City not later than the 20th day of each month for water delivered at a rate of $3.49 per 1,000 gallons used per month through Dec. 31, 2015.

On Jan. 1, 2016, and each January 1st thereafter, the above rates shall be adjusted after a review of the Consumer Price Index (CPI-U) for the preceding calendar year. The CPI-U is the consumer price index for all items for urban customers, U.S. City average, that is calculated by the U.S. Department of Labor Statistics on a monthly and annual basis.

II. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

A. Terms of Contract

This contract shall be in effect for one (1) year with a one-year renewal option at the agreement of both parties.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the District shall be reduced or diminished in the same ratio or proportion as the supply to the City customers is reduced or diminished.

In cases of voluntary or mandatory rationing of non-essential uses of water, when so notified by the City, the District shall be responsible for notifying its customers of the nature and extent of the rationing and/or restrictions.

C. Modification of Contract

It is mutually agreed that the provisions of this contract may be modified or altered by mutual agreement of the parties.

It is stipulated that the wholesale water rate stated herein is based on operation, maintenance, and administrative costs of production and the delivery of potable water and an estimated cost for required modification and/or upgrading of our water treatment facility. At such time as the scope of an additional Water Treatment Plant and ancillary equipment is determined to meet increased water consumption on the City of McAlester water system, rates may be adjusted by the City to reflect updated charges for capital to finance a portion of projected constructed costs. Further, upon completion of construction, rates will be adjusted to reflect actual construction costs.

D. Regulatory Agencies

That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and the City and the District will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

E. Assignment

This contract may be assigned by the District to the United States Government, or other financing agency, as a consideration for any loans to the District, made or insured, or to be made or insured, in financing the construction or extension of the water system of the District. Except as above stated, this contract shall not be sublet or assigned by either of the parties hereto without written consent of the other party.

F. Miscellaneous

That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions here of pertaining to the undertakings of the District are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to the District

That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____
Mayor

ATTEST:

DATE: _____

_____
City Clerk

_____
Pittsburg County, Oklahoma

By _____

ATTEST:

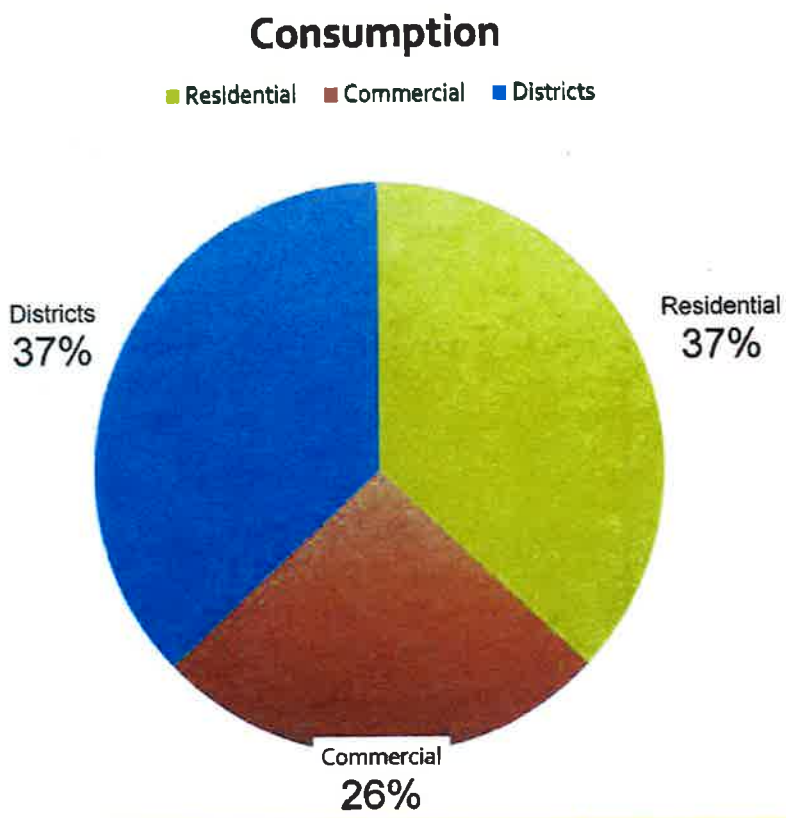
DATE: _____

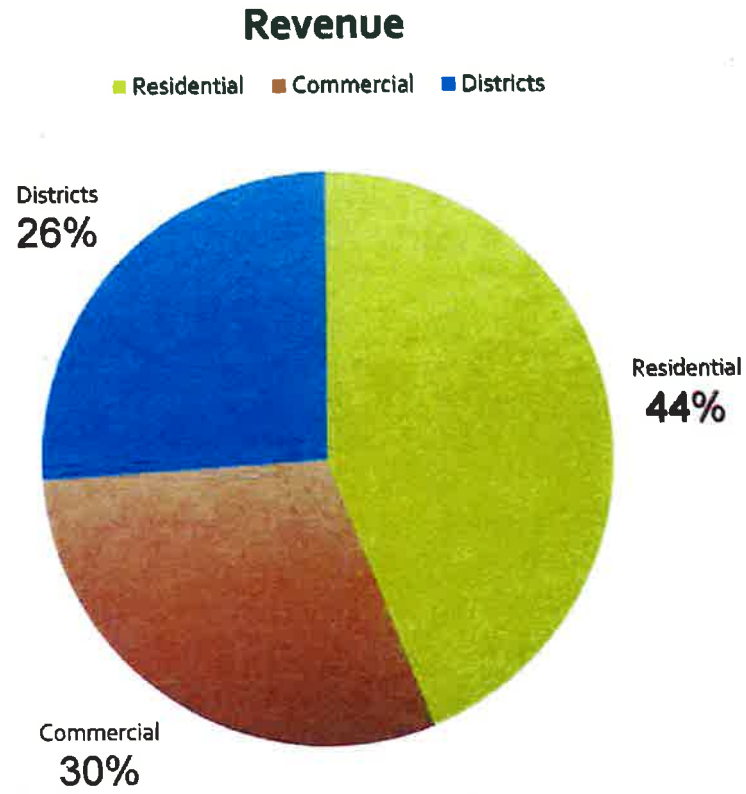
_____
Clerk

Approved as to form and legality this _____ day of _____ 2015.

By _____
City Attorney

McAlester Public Works Authority
Water Cost Analysis





McAlester City Council

AGENDA REPORT

Meeting Date:	November 24, 2015	**Item Number:**	7
Department:	Public Works - Engineering		
Prepared By:	John C. Modzelewski, P.E., CFM	**Account Code:**	
Date Prepared:	November 17, 2015	**Budgeted Amount:**	
		Exhibits:	1

Subject

Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and J.D. Thomas Construction to Repair Street Cuts; Repair and/or Replace Concrete Panels, Curbs and Gutters and Driveway Approaches (Miscellaneous Contract Project#2).

Recommendation

The recommendation is to enter into an agreement with J.D. Thomas Construction for a Total Bid equal to 132,427.70 to Repair Street Cuts; Repair and/or Replace Concrete Panels, Curbs and Gutters and Driveway Approaches (Miscellaneous Contract Project#2).

Discussion

This project includes the construction for the improvements to Repair Street Cuts; Repair and/or Replace Concrete Panels, Curbs and Gutters and Driveway Approaches (Miscellaneous Contract Project#2). The project was advertised on October 4, 2015 and October 11, 2015. A MANDATORY Pre-Bid Meeting was held on October 15, 2015. Three construction companies received Project Specifications and attended the meeting. Three Bid Documents were and opened on October 27, 2015. After reviewing the Bid Documents, the City of McAlester Engineering Division determined that the lowest, responsible, qualified Bid was from J.D. Thomas Construction.

Approved By

		Initial	*Date*
epartment Head		JCM	11/17/15
City Manager	P. Stasiak	PJS	11-19-15

MISCELLANEOUS CONTRACT 2015 #2

Bid Opening Tab Sheet
McAlester Municipal Building
10:05am
OCTOBER 27, 2015

	NAME of CONTRACTOR	CONTRACTOR'S BID
1	CARSTENSEN	NO BID
2	J D THOMAS CONSTRUCTION	$132,428.00
3	KATCON, INC	$ 80,783.00
4	ROCKING "O" CONSTRUCTION	$185,020.00
5		
6		
7		
8		
9		
10		
	ENGINEER'S ESTIMATED PRICE	N/A

BID FORM

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

NO.	ITEM	QUANTITY	UNIT	CUBIC YARD	UNIT PRICE	TOTAL PRICE
1.	Curb and Gutter Replacement	300	linear feet	= 45	506.66	22,800.00 22,799.70
2.	Concrete Panel Replacement	5,000	square feet	= 125	500.00	62,500.00
3.	Driveway Approaches	650	square feet	= 10	1,001.00	10,010.00
4.	Headwalls/Beaver Slides	15	cubic yards	= 15	2,440.00	36,600.00
5.	Undercut below 12" Standard Base and Replace as directed By the City Engineer	[100 for cubic feet bid purposes]		3.70 yds.	140.00	518.00

TOTAL OF BID $132,428.00 132,427.70

Respectfully submitted:

James Thomas
Signature

P.O.Box 1101 McAlester OK 74502
Address

owner
Title

10/27/15
Date

License No(s). (if applicable)

(SEAL-if BID is by a corporation)

Attest

BID BOND
(Percentage)

Bond No. 62560303

KNOW ALL PERSONS BY THESE PRESENTS, That we James Thomas dba J D Thomas Construction of 1351 Mount Moriah Rd, Mc Alester, OK 74501, hereinafter referred to as the Principal, and WESTERN SURETY COMPANY as Surety, are held and firmly bound unto City of McAlester xxx, hereinafter referred to as the Obligee, in the amount of Five Percent of the Amount Bid (5%), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for 2015 Repair Street Cuts, Repair and or replace concrete panels, curbs, gutters and driveway approaches; Project #2.

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 27th day of October, 2015.

Principal

James Thomas dba J D Thomas Construction

BY: James Thomas

Surety

WESTERN SURETY COMPANY

BY: Lisa Linette Duvall

Lisa Linette Duvall, Attorney-in-Fact

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Form F4595-8-2001

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62560303

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Lisa Linette Duvall

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: James Thomas dba J D Thomas Construction

Obligee: City of McAlester

Amount: $500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of January 25th, 2016, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 27th day of October, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA } ss

On this 27th day of October, in the year 2015, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

S. PETRIK
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

My Commission Expires August 11, 2016

S. Petrik

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 27th day of October, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

Form F5306-8-2012

THOMD-C OP ID: LD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/26/2015

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

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

PRODUCER
Jordan Carris Agency
P O Box 1125
McAlester, OK 74502

CONTACT NAME: Lisa Duvall
PHONE (A/C, No, Ext): 918-423-4045 FAX (A/C, No): 918-423-4079
E-MAIL ADDRESS: lisa@jordancarris.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Columbia National Insurance Co	19640
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
James David Thomas
J. D. Thomas Construction
Box 1101
Mc Alester, OK 74502

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	X COMMERCIAL GENERAL LIABILITY			CGS0K05450	01/01/2015	01/01/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							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 PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CAPOK05450	04/12/2015	04/12/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 100,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Heating and Air Contractor

CERTIFICATE HOLDER

CITYMCA

City Of McAlester
PO Box 578
McAlester, OK 74502

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

Lisa L. Duvall

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NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Oklahoma)
> SS.
County of Pittsbury)

James Thomas, being first duly sworn, deposes and says that:

(1) He is Owner of JD Construction, the BIDDER that has submitted the attached BID:

(2) He is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BIDS;

(3) Such BID is genuine and is not a collusive or sham Bid;

(4) Neither the said BIDDER nor any of its offices, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the CONTRACT for which the attached BID has been submitted or to refrain from bidding in connection with such CONTRACT, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other BIDDER, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of McAlester, McAlester, Oklahoma, or any person interested in the proposed CONTRACT; and

(5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SEAL) (Signed) James Thomas

Owner
(Title)

Signed before me this 24 day of October, 2015.

Lisa Duvall
Notary
My Commission expires 6-23-18
Comm # 02008991

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA\
> SS:
PITTSBURG COUNTY /

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

_____

_____

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

_____

_____

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

_____

_____

_____

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

None

Subscribed and sworn to before me this 26 day of October, 2015.

Lisa Duvall
Notary Public
My commission expires: 6-23-18
Comm # 02006991

BID

Proposal of James Thomas (hereinafter called "BIDDER"), organized and existing under the laws of the State of Oklahoma doing business as J.D. Thomas Construction to the City of McAlester (hereinafter called "OWNER").
** Insert "a corporation", "a partnership", or "an individual" as applicable

In compliance with your ADVERTISEMENT FOR BIDS, BIDDER hereby proposes to perform all WORK for the construction of **REPAIR STREET CUTS; REPAIR AND/OR REPLACE CONCRETE PANELS, CURBS AND GUTTERS, AND DRIVEWAY APPROACHES PROJECT #2** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor. BIDDER hereby agrees to commence WORK under this CONTRACT on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the PROJECT within **120** consecutive calendar days thereafter. BIDDER further agrees to pay liquidated damages as provided in the Payment Schedule in the Special Conditions

BIDDER acknowledges receipt of the following ADDENDUM:
Addendum Number One, Oct. 15, 2015

BIDDER agrees to perform all work described in the CONTRACT Documents for the sum of:

One hundred thirty-two thousand four hundred twenty eight dollars
(Words)

$ 132,428.00
(Figures)

(SEAL - if bid is by Corporation)

Respectfully submitted:

James Thomas
(Company or Individual)

By: J.D. Thomas Construction

Title: owner

Address: P.O. Box 1101, McAlester OK 74502

Phone: 918-421-1881

REPAIR STREET CUTS; REPAIR AND/OR REPLACE CONCRETE PANELS, CURBS AND GUTTERS AND DRIVEWAY APPROACHES PROJECT #2

#1

October 27, 2015

City of McAlester
Department of Public Works
28 East Washington
McAlester, OK 74501

LICENSED PROFESSIONAL ENGINEER
John Charles Modzelewski
24186
OKLAHOMA

9/30/15

ADVERTISEMENT FOR BIDS

The City of McAlester (herein called the "OWNER") desires to REPAIR STREET CUTS, REPAIR AND/OR REPLACE CONCRETE PANELS, CURBS AND GUTTERS AND DRIVEWAY APPROACHES (herein called the "WORK"),

- The WORK shall include removal, replacement and appurtenant work necessary to repair or replace the street cuts, concrete panels, curbs and gutters or driveway approaches, as needed, in the City of McAlester.

A **MANDATORY** Pre-Bid Conference will be held at **10:00AM LOCAL TIME ON OCTOBER 15, 2015** in The City Hall Conference Room on the second (2nd) floor of City Hall in McAlester, OK.

BIDS will be received by the OWNER at the Office of the City Clerk, 28 East Washington St, McAlester, Oklahoma until **10:00AM LOCAL TIME ON OCTOBER 27, 2015** for:

2015 REPAIR STREET CUTS, REPAIR AND/OR REPLACE CONCRETE PANELS,
CURBS AND GUTTERS AND
DRIVEWAY APPROACHES
PROJECT #2

Each BID must be submitted in a sealed envelope and must be plainly marked on the Outside as:

BID for
2015 REPAIR STREET CUTS, REPAIR AND/OR REPLACE CONCRETE PANELS,
CURBS AND GUTTERS AND
DRIVEWAY APPROACHES
PROJECT #2
OCTOBER 27, 2015

Each sealed envelope containing a BID shall include, on the outside of the envelope, the name, address, and if applicable, the license number of the BIDDER. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the City Clerk's Office, City of McAlester Municipal Building, PO Box 578, McAlester, OK 74502.

All BIDS must be made on the required BID FORM and in accordance with the INSTRUCTIONS TO BIDDERS furnished by the OWNER. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID FORM must be fully completed and executed when submitted. Only one copy of the BID FORM is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any Bid may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered.

The BIDS filed with the McAlester City Clerk will be opened at **10:05am, LOCAL TIME ON OCTOBER 27, 2015** in The City Council Chambers on the first (1st) Floor of City Hall, 28 East Washington Street, McAlester, Oklahoma 74501.

ATTEST: _____
Cora Middleton (City Clerk)

INVITATION TO BIDS

The City of McAlester (herein called the "OWNER") desires to REPAIR STREET CUTS, REPAIR AND/OR REPLACE CONCRETE PANELS, CURBS AND GUTTERS AND DRIVEWAY APPROACHES (herein called the "WORK"), as needed, in the City of McAlester. The WORK shall include removal, replacement and appurtenant work necessary to repair or replace the street cuts, concrete panels, curbs and gutters or driveway approaches.

BIDS will be received by the OWNER at the Office of the City Clerk, 28 East Washington St, McAlester, Oklahoma until **10:00AM LOCAL TIME ON OCTOBER 27, 2015** for:

2015 REPAIR STREET CUTS, REPAIR AND/OR REPLACE CONCRETE PANELS, CURBS AND GUTTERS AND DRIVEWAY APPROACHES PROJECT #2

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BID for 2015
REPAIR STREET CUTS; REPAIR AND/OR REPLACE CONCRETE PANELS, CURBS AND GUTTERS AND DRIVEWAY APPROACHES
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OCTOBER 27, 2015

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INFORMATION TO BIDDERS

BIDS will be received by the City of McAlester (herein called the "OWNER"), at the Office of the City Clerk, 28 East Washington St, McAlester, Oklahoma until **10:00am local time on OCTOBER 27, 2015**
Each BID must be submitted in a sealed envelope and must be plainly marked on the Outside as:

BID for 2015
REPAIR STREET CUTS; REPAIR AND/OR REPLACE CONCRETE PANELS, CURBS AND GUTTERS AND DRIVEWAY APPROACHES
PROJECT #2
OCTOBER 27, 2015

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The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any Bid may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered.

The BIDS filed with the McAlester City Clerk will be opened at **10:05am local time on OCTOBER 27, 2015** in the Council Chambers on the 1st Floor of City Hall, 28 East Washington Street, McAlester, Oklahoma 74501.

No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the CONTRACT cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID FORM by examination of the site and a review of the INFORMATION TO BIDDERS. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.
The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

INFORMATION TO BIDDERS (continued)

The INFORMATION TO BIDDERS contains the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the CONTRACT. The OWNER reserves the right to increase or decrease the scope of WORK based on conditions encountered.

SCOPE OF WORK TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING;

1) **East of 319 E Madison Ave. Drainage pipe under the street has to be replaced, pipe to be provided by the OWNER, street above to be replaced, head walls on both sides of street.**
2) **13th & Chickasaw 850sq ft of panel.**
3) **North bound lane at corner of North A St & Electric Ave, 500sq ft of panel with curb.**
4) **Electric Ave @ D St 573sq ft of panels & curb; NW corner of D St & Electric Ave 16LF of curb & gutter with a Beaver Slide from street grade down to paved channel.**
5) **South bound lane at 6th St & E Comanche 200sq ft of panel with curb length.**
6) **604 E Miami Ave 33 LF curb & gutter, and 327sq ft of driveway & approach, and 4sq ft of sidewalk.**
7) **North bound lane @ N 5th St & E Monroe 500sq ft of panel with a 10'long by 2' wide beaver slide from street grade down to bottom of ditch line; at alleyway on south bound side 18sq ft of panel with a 10' long by 4'-5' tall header wall on footing.**
8) **205 W Taylor Ave 68 LF of curb and gutter, and 130sq ft of driveway and approach.**
9) **803 Tennessee Ave 81 LF of curb and gutter.**
10) **1505 E Wichita Ave 74.5 LF curb and gutter, and 162sq ft of driveway and approach.**
11) **Behind Riverside Autoplex on Tanglewood Drive 90sq ft of panel with 16' long by 5' tall by 1' wide header wall with footing.**
12) **Eagle Bend between Mockingbird Lane & Cardinal Lane 1,460sq ft of panels with curb.**

INFORMATION TO BIDDERS (continued)

PROJECT REQUIREMENTS:

1. *Demolish and remove identified failed curbs, drives and street and haul to designated dump site.*
2. *Saw cut, as needed, to get the proper areas to be replaced.*
3. *Excavate sub-grade to a minimum depth of twelve (12) inches and haul spoil material to designated dump site.*
4. *Place back 1 ½" crusher run rock base and compact in six(6) inch lifts resulting in a total depth of twelve (12) inches. Section 301 of ODOT's 2009 Standard Specifications Book is the guidance document for this item.*
5. *Place back 3,500 PSI concrete to same thickness as existing concrete and to proper grade for all curbs, gutters, drives, panels and sidewlks.*
6. *Concrete cure will be required on all pours.*
7. *After concrete has cured, all joints shall be cleaned and sealed with a quality grade of concrete sealant.*
8. *Section 701 of ODOT's 2009 Standard Specifications Book is the guidance document for items 5, 6 and 7.*
9. *CONTRACTOR shall backfill area at curbs with topsoil and raked smooth to match existing ground.*
10. *CONTRACTOR shall be responsible for notifying OKIE LOCATES in construction work zones.*
11. *If abutting concrete panel and/or curb and gutter and/or driveway are damaged during removal of a failed concrete panel and/or curb and gutter and/or driveway, the CONTRACTOR shall saw cut the damaged panel to create a well defined joint, as directed by the City Engineer, or his representative, at no extra cost to the owner.*
12. *OWNER, with a minimum of 48 hour notice from CONTRACTOR, will provide traffic control in all construction work zones. This will include signage, detours and any traffic control devices needed to provide a safe construction work zone.*
13. *CONTRACTOR shall provide all man power, equipment and materials required to complete this WORK in a timely manner.*

A PERFORMANCE BOND, PAYMENT BOND and a MAINTENANCE BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the CONTRACT. CONTRACTOR shall also provide CERTIFICATE OF LIABILITY INSURANCE.

Attorneys-in-fact who sign PERFORMANCE BONDS, PAYMENT BONDS and MAINTENANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

INFORMATION TO BIDDERS (continued)

The party to whom the CONTRACT is awarded will be required to execute the AGREEMENT and obtain the PERFORMANCE BOND, PAYMENT BOND, MAINTENANCE BOND and Certificate of Liability Insurance within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may at his option consider the BIDDER in default, in which case the OWNER shall award the PROJECT to the next lowest, qualified, responsible BIDDER.

The OWNER, within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and a MAINTENANCE BOND and AGREEMENT signed by the party to whom the AGREEMENT was awarded, shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the AGREEMENT by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

A Conditional or qualified BID will not be accepted. Award will be made to the lowest, qualified, responsible BIDDER. The lowest qualified, responsible BIDDER will be determined by averaging the total cubic yard unit prices of concrete in his/her bid.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the CONTRACT throughout.

INFORMATION TO BIDDERS (continued)

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the INFORMATION TO BIDDERS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The Low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

Inspection trips for prospective BIDDERS will leave from the office of the City Engineer at the City Municipal Building.

The PROJECT ENGINEER is John C. Modzelewski, P.E., CFM. His address is City Municipal Building, 28 East Washington, McAlester, OK.

BID

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____** to the City of McAlester (hereinafter called "OWNER").
** Insert "a corporation", "a partnership", or "an individual" as applicable

In compliance with your ADVERTISEMENT FOR BIDS, BIDDER hereby proposes to perform all WORK for the construction of **REPAIR STREET CUTS; REPAIR AND/OR REPLACE CONCRETE PANELS, CURBS AND GUTTERS, AND DRIVEWAY APPROACHES PROJECT #2** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor. BIDDER hereby agrees to commence WORK under this CONTRACT on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the PROJECT within **120** consecutive calendar days thereafter. BIDDER further agrees to pay liquidated damages as provided in the Payment Schedule in the Special Conditions

BIDDER acknowledges receipt of the following ADDENDUM:

_____

_____

BIDDER agrees to perform all work described in the CONTRACT Documents for the sum of:

_____
(Words)

_____
(Figures)

(SEAL - if bid is by Corporation)

Respectfully submitted:

_____
(Company or Individual)

By: _____

Title: _____

Address: _____

Phone: _____

BID FORM

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

NO.	ITEM	QUANTITY	UNIT	CUBIC YARD	UNIT PRICE	TOTAL PRICE
1.	Curb and Gutter Replacement	300	linear feet	= 45	_____	_____
2.	Concrete Panel Replacement	5,000	square feet	= 125	_____	_____
3.	Driveway Approaches	650	square feet	= 10	_____	_____
4.	Headwalls/Beaver Slides	15	cubic yards	= 15	_____	_____
5.	Undercut below 12" Standard Base and Replace as directed By the City Engineer	[100 for cubic feet bid purposes]		_____	_____	_____

TOTAL OF BID ..... $_____

Respectfully submitted:

_____ Signature

_____ Address

_____ Title

_____ Date

_____ License No(s). (if applicable)

(SEAL-if BID is by a corporation)

Attest_____

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, _____ as Principal, and as Surety, are hereby held and firmly bound unto _____ as OWNER penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this _____ day of _____, 2015.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID attached hereto and hereby made a part hereof to enter into a CONTRACT in writing, for the

_____

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a CONTRACT in the Form of CONTRACT attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said CONTRACT, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID. Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their proper officers, the day and year first set forth above.

_____
Principal

_____
Surety

By; _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Oklahoma.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2015 by and between THE CITY OF McALESTER, (hereinafter called "OWNER") and _____ doing business as (an individual)(a partnership)(a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete construction of

REPAIR STREET CUTS; REPAIR AND/OR REPLACE CONCRETE PANELS, CURB AND GUTTER, AND DRIVEWAY APPROACHES
PROJECT #2

2. The CONTRACTOR will furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within Ten (10) calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within **120** calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____, as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:
   - (a) ADVERTISEMENT FOR BIDS
   - (b) INVITATION TO BIDS
   - (c) INFORMATION TO BIDDERS
   - (d) BID
   - (e) BID FORM
   - (f) BID BOND
   - (g) AGREEMENT
   - (h) PAYMENT BOND
   - (j) PERFORMANCE BOND
   - (k) MAINTENANCE BOND
   - (m) NON COLLUSION AFFIDAVIT
   - (n) CERTIFICATE AS TO CORPORATE PRINCIPAL
   - (p) BUSINESS RELATIONSHIPS AFFIDAVIT
   - (q) STATEMENT OF BIDDER QUALIFICATIONS
   - (r) NOTICE OF AWARD
   - (s) NOTICE TO PROCEED
   - (t) CHANGE ORDER
   - (u) GENERAL CONDITIONS
   - (v) SUPPLEMENTAL CONDITIONS

AGREEMENT (continued)

(w) DRAWINGS prepared by the City of McAlester numbered 1 through 2, dated_____

(x) SPECIFICATIONS prepared or issued by the City of McAlester, dated _____

(y) ADDENDUM
NO. _____ dated _____, 2015.
NO. _____ dated _____, 2015.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in three **(3) copies** each of which shall be deemed an original on the date first above written.

OWNER: CITY OF McALESTER

(SEAL)

By: _____

_____
Name: Steve Harrison
Title: City Mayor

ATTEST:

_____
Name: Cora Middleton
Title: City Clerk

CONTRACTOR:

(SEAL)

By:_____

Name_____
(Please Print or Type)

Address: _____

ATTEST:_____

Name _____
(Please Print or Type)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

_____
(Name of CONTRACTOR)

a (Corporation, Partnership, Individual), hereinafter called Principal,

and _____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of
_____ Dollars,
_____

($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain CONTRACT with the OWNER, dated the _____day of _____, 2015, a copy of which is hereto attached and made a part hereof for the construction of:

REPAIR STREET CUTS; REPAIR AND/OR REPLACE CONCRETE PANELS, CURBS AND GUTTERS, AND DRIVEWAY APPROACHES
PROJECT #2

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such CONTRACT, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PAYMENT BOND (continued)

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration to the terms of the CONTRACT or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change or extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____(No.'s) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2015.

ATTEST:

_____
Principal

_____
Principal Secretary

By _____

(SEAL)

_____
(Address)

_____

_____
Witness as to Principal

_____
Address

_____

_____
(Surety)

ATTEST:

By _____
Attorney-in-Fact

_____
Witness as to Surety

_____
(Address)

_____
Address

_____

NOTE: Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND. **IMPORTANT**: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: that

_____
(Name of CONTRACTOR)

_____
(Address of CONTRACTOR)

a (Corporation, Partnership, Individual), hereinafter called Principal

and _____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of
_____Dollars,
($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain CONTRACT with the OWNER, dated the _____day of _____, 2015, a copy of which is hereto attached and made a part hereof for the construction of:

REPAIR STREET CUTS; REPAIR AND/OR REPLACE CONCRETE PANELS, CURBS AND GUTTERS, AND DRIVEWAY APPROACHES
PROJECT #2

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said CONTRACT during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the two (2) year guaranty period, and if he shall satisfy all claims and demands incurred under such CONTRACT, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PERFORMANCE BOND (continued)

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,
(No.'s)

each one of which shall be deemed an original, this the _____ day of
_____, 2015.

ATTEST:

_____
Principal

_____
Principal Secretary

By _____

(SEAL)

_____
(Address)

_____
Witness as to Principal

_____ _____
Address

_____ _____
(Surety)

ATTEST:

_____ (SEAL)
(Surety) Secretary

_____ By _____
Witness as to Surety Attorney-in-Fact

_____ _____
Address Address

_____ _____

NOTE; Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND. **IMPORTANT**: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENT: That _____, as Principal, and _____, a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto THE CITY OF McALESTER, OKLAHOMA, in the penal sum of _____ Dollars ($_____)in lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the CONTRACT price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executor, administrators, trustees, successors, and assigns, jointly and severally, firmly by these present.
DATED this _____ day of _____, 2015.

The condition of this obligating is such that:
WHEREAS, said Principal entered into a written CONTRACT with the CITY OF McALESTER, OKLAHOMA, dated_____, 2015 for _____ all in compliance with the plans and specifications therefore, made a part of said CONTRACT and on file in the office of the City Clerk of the City of McAlester, Oklahoma.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to THE CITY OF McALESTER, OKLAHOMA, all damage, loss, and expense which may result by reason of 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 OF McALESTER, OKLAHOMA; and if Principal shall pay or cause to be paid all labor and materials, including the prime CONTRACTOR and all subcontractors; and if principal shall save and hold THE CITY OF McALESTER, OKLAHOMA, harmless from all damages, loss, and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.IN WITNESS WHEREOF, the said Principal has caused these present 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 present 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.

PRINCIPAL;

ATTEST: _____

By _____

_____
SURETY:

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____\
> SS.
County of _____/

_____, being first duly sworn, deposes and says that:

(1) He is _____ of _____, the BIDDER that has submitted the attached BID:

(2) He is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BIDS;

(3) Such BID is genuine and is not a collusive or sham Bid;

(4) Neither the said BIDDER nor any of its offices, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the CONTRACT for which the attached BID has been submitted or to refrain from bidding in connection with such CONTRACT, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other BIDDER, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of McAlester, McAlester, Oklahoma, or any person interested in the proposed CONTRACT; and

(5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SEAL) (Signed) _____

_____
(Title)

Signed before me this _____ day of _____, 2015.

_____
Notary
My Commission expires _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the

_____

of the Corporation named as Principal in the within bond; that

_____

who signed the bond on behalf of the Principal was then

_____

of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond

was duly signed, sealed, and attested to for and in behalf of said corporation

by authority of this governing body.

(Corporate Seal) _____
Signature

_____
(Print or Type Name)

Title: _____

Date: _____

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA\
> SS:
PITTSBURG COUNTY /

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

_____

_____

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

_____

_____

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

_____

_____

_____

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

_____

Subscribed and sworn to before me this _____ day of _____, 2015.

_____
Notary Public
My commission expires: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the BIDDER only upon the specific request of the Local Public Agency.)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The BIDDER may submit any additional information he desires.

1. Name of BIDDER.

2. Permanent main office address.

3. When organized.

4. If corporation, where incorporated.

5. How many years have you been engaged in the contracting business under your present firm or trade name?

6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

7. General character of work performed by your company.

8. Have you ever failed to complete any work awarded to you?

9. Have you ever defaulted on a contract?

10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.

11. List your major equipment available for this contract.

12. Experience in construction work similar in importance to this project.

13. Background and experience of the principal members of your organization, including officers.

14. Credit available: $ _____

15. Give Bank Reference: _____

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required?

STATEMENT OF BIDDERS QUALIFICATIONS (continued)

17. The undersigned hereby authorizes and requests any person, firm or Corporation to furnish any information requested by;

_____ in verification of the recitals comprising this Statement of Bidder's Qualifications. Dated at

_____

This _____ day of _____, 2015.

_____
(Name of Bidder)

By _____

Title _____

State of _____\
>
County of _____/

_____ being duly sworn deposes and says that he is

_____ of _____
(Name of Organization)

and that the answers to the foregoing questions all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2015.

_____
Notary Public

My Commission expires _____

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION:

REPAIR STREET CUTS; REPAIR AND/OR REPLACE CONCRETE PANELS, CURBS AND GUTTERS, AND DRIVEWAY APPROACHES
PROJECT #2

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____ and INFORMATION FOR BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of $_____.

You are required by the INFORMATION FOR BIDDERS to execute the Agreement and furnish the required CONTRACTOR's PERFORMANCE BOND, PAYMENT BOND and MAINTENANCE BOND within ten days from the date of this Notice to you.

If you fail to execute said AGREEMENT and to furnish said bonds within ten days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2015.

City of McAlester
Owner

By: _____
Steve Harrison
Title: City Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____, this the ____ day of _____ 2015.

By: _____

Title: _____

NOTICE TO PROCEED

Date: _____

To: _____

Project: **REPAIR STREET CUTS; REPAIR AND/OR REPLACE CONCRETE PANELS, CURBS AND GUTTERS, AND DRIVEWAY APPROACHES**
PROJECT #2

You are hereby notified to commence WORK in accordance with the AGREEMENT dated _____, on or before _____, and you are to complete the WORK within **120** consecutive calendar days thereafter.

The date of completion of all WORK is therefore
_____.

City of McAlester
Owner

By: _____
John C. Modzelewski, PE, CFM

Title: City Engineer/Public Works Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by;

_____

_____

this date: _____, 2015

By: _____

Title: _____

CITY OF McALESTER, OKLAHOMA

CHANGE ORDER NO._____

OWNER: CITY OF McALESTER
DATE OF AGREEMENT: _____
DATE OF CHANGE ORDER: _____
PROJECT: _____
CONTRACTOR: _____

The following changes are made to the CONTRACT Documents:

_____

JUSTIFICATION:

Original CONTRACT Price:	$ _____
Present CONTRACT Price:	$ _____
The CONTRACT price due to this Change Order No. ___ will be (Increased) (Decreased) by	$_____
The new CONTRACT price including This Change Order will be:	$_____

_____

THE DATE FOR COMPLETION OF ALL WORK WILL BE:

_____

ATTEST:

By: _____
Cora Middleton
City Clerk

(SEAL)

CITY OF McALESTER, OWNER

By: _____
Steve Harrison
City Mayor

CONTRACTOR:

_____

By: _____

ATTEST

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedule, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits and Regulations
11. Protection of Work, Property and Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Taxes

1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof;

1.2 **ADDENDA** – Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3 **BID** – The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 **BIDDER** – Any person, firm or corporation submitting a BID for the WORK.

1.5 **BONDS** – Bid, Performance and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 **CHANGE ORDER** – A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing and adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 **CONTRACT DOCUMENTS** – The CONTRACT, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Orders, Drawings, Specifications and Addendums.

1.8 **CONTRACT PRICE** – The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 **CONTRACT TIME** – The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 **CONTRACTOR** – The person, firm or corporation with whom the OWNER has executed the Agreement.

1.11 **DRAWINGS** – The part of the CONTRACT DOCAUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

1.12 **ENGINEER** – The person firm or corporation named as such in the CONTRACT DOCUMENTS.

1.13 **FIELD ORDER** – A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 **NOTICE OF AWARD** – The written notice of the Acceptance of the BID from the OWNER to the successful BIDDER.

1.15 **NOTICE TO PROCEED** – The written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 **OWNER** – A public or quasi-public body or authority, corporation, association, partnership or individual for whom the WORK is to be performed.

1.17 **PROJECT** – The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 **RESIDENT PROJECT REPRESENTATIVE** – The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

1.19 **SHOP DRAWINGS** – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, a MANUFACTURER, a SUPPLIER or DISTRIBUTOR, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 **SPECIFICATIONS** – A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.21 **SUBCONTRACTOR** – An individual, firm or corporation having a direct CONTRACT with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 **SUBSTANTIAL COMPLETION** – That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

1.23 **SUPPLEMENTAL CONDITIONS** – Modifications to General Conditions required by a Federal Agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

1.24 **SUPPLIER** – Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 **WORK** – All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 **WRITTEN NOTICE** – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his/her last given address, or delivered in person to said party or his/her authorized representative on the WORK site.

CONDITIONS

All conditions that are encumbered during construction are to be replaced or repaired to EQUAL or BETTER condition than the original.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and cost, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedule showing the order in which he purposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable.

a) The dates at which special detail drawings will be required; and

b) Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS AND SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale CONTRACT or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

7.1 All material and equipment used in construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his/her expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certifications of inspection, testing or approval.

7.5 Inspections, tests or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his/her obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his/her representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his/her observation and replaced at the CONTRACTOR'S expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective the CONTRACTOR, will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He/she shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he/she shall be responsible for such loss unless he/she promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, AND REGULATIONS

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he/she shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent charges in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he/she shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs and programs in connection with the WORK. He/she will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He/she will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He/she will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He/she will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the AGREEMENT. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he/she shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

(a) Unit prices previously approved.

(b) An agreed lump sum.

(c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15%) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay the OWNER the amount for liquidated damages as specified in the SUPPLEMENTAL CONDITIONS for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a CONTRACT with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To the delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. CORRECTION OF WORK

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR"S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and STORE the materials at the expense of the CONTRACTOR.

17. SUBSURFACE CONDITIONS

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he/she finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an, equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he/she has given the required WRITTEN NOTICE; provided that the OWNER may, if he/she determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his/her creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his/her property, or if he/she files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he/she repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or

equipment, or if he/she disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he/she disregards the authority of the ENGINEER, or if he/she otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his/her surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he/she may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect cost of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, and adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. PAYMENTS TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approval partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty (50) percent of the WORK has been completed, if he/she finds that satisfactory progress is being made, shall reduce retainage to five (5) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5%) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, material, men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his/hers Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance Bond and Payment Bonds.

21. INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offence directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to properly, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than $500,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than $200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than $200,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at his/her own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his/her employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR.

In case any class of employees engaged in hazardous work under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation Statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his/her employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

22. CONTRACT SECURITY

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his/her right, title or interest therein, or his obligations there under, without written consent of the other party.

24. INDEMNIFICATION

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts

any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his/her agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. SEPARATE CONTRACTS

25.1 The OWNER reserves the right to let other CONTRACTS in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his/her WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the ONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself or he may let other CONTRACTS containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such CONTRACTS (or the OWNER, if he/she is performing the additional WORK himself/herself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starling any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entities him to an extension of the CONTRACT TIME, he/she may make a claim therefore as provided in Section 14 and 15.

26. SUBCONTRACTING

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his/she SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK perceptibility of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in affair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. LAND AND RIGHTS-OF-WAY

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of two (2) years from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of two (2) years from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

30. TAXES

30.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

SUPPLEMENTAL CONDITIONS

SC-1 The CONTRACTOR shall be responsible for checking with other utility companies (gas, telephone, cable, electricity, etc.) to verify presence or absence of underground facilities prior to beginning excavation. The CONTRACT drawings show such utilities as have been identified, but no claim is made that all utilities have been located, and the CONTRACTOR shall bear the responsibility and cost for repair of such facilities as may be damaged by his operations.

SC-2 No claim is made as to the nature of the soil, or the presence or absence of rock, in the construction area. The CONTRACTOR shall evaluate and judge the nature of the soils to be encountered in construction, and no extra payment will be made for rock excavating.

SC-3 All work shall be subject to inspection by the RESIDENT PROJECT REPRESENTATIVE (RPR).

SC-4 The CONTRACTOR will, unless otherwise approved by the ENGINEER, prosecute the construction of this project during normal working hours as defined below:

(a) Normal work day shall mean normal eight-hour working day.

(b) Normal work week shall mean the forty-hour week encompassing the five (5) eight-hour days, Monday through Friday.

(c) Holidays to be observed and to be included into the normal work week will be: Labor Day September 7

Any of the above dates falling on Sunday shall be observed on the Monday following. All work contemplated to be done, which will not be in accordance with the normal hours, will require prior approval of the ENGINEER. Work which is of necessity and performed at times other than normal working hours will not require prior approval unless construction scheduling can be arranged to prevent such conflict of time requirements.

SC-5 The CONTRACTOR shall familiarize himself/herself and employees with the requirements of the U.S. Labor Department's Occupational Safety and Health Administration Standards. He shall work in accordance with these OSHA standards and regulations.

SC-6 CONTROL of WORK and MATERIALS

SC-6.1 Authority of the ENGINEER. All work shall be done under the supervision of the ENGINEER and to his satisfaction. He/She shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, sequence of construction, interpretation of the plans and specifications, acceptable fulfillment of the CONTRACT, compensation, mutual rights between contractors under these specifications and the suspension of work. He shall determine the amount and quality of the work performed and materials furnished and his decisions and estimates shall be final. His estimates in such event shall be a condition precedent to the right of the CONTRACTOR to receive money due under the CONTRACT.

SC-6.2 Authority and duties of RPR. RPR, designated by and acting under the direction of the ENGINEER, shall have the authority to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The RPR is authorized to call to the attention of the CONTRACTOR any failure of the work or materials to conform to the plans, specifications and CONTRACT DOCUMENTS.

SC-6.3 He/She shall have the authority to reject materials or suspend the work until any question at issue can be referred to and decided by the ENGINEER.

SC-6.4 The RPR is not authorized to revoke, alter or waive any requirements of the plans and specifications. He/She shall in no case act as foreman or perform other duties for the CONTRACTOR, nor interfere with the management of the work by the latter. Any advice which the RPR may give the CONTRACTOR shall in no way be construed as binding the ENGINEER in any way, or releasing the CONTRACTOR from fulfilling all of the terms of the CONTRACT.

SC-6.5 If the CONTRACTOR refuses to suspend operations on verbal order of the RPR, a written order will be presented the CONTRACTOR by RPR giving the reasons for suspension of work. After placing the order in the hand of the man-in-charge, the RPR shall immediately leave the job. Work performed during the absence of the RPR will not be accepted nor paid for. If so directed by the ENGINEER, the work shall be removed and replaced.

SC-7 Delays beyond the control of the CONTRACTOR and without fault or negligence on his/her part for which time extensions will be considered, will include, but not necessarily be limited to acts of God, acts of the Authority in its contractual capacity, acts of another contractor in the performance of a CONTRACT with the Authority, floods, strikes, freight embargoes, or delays of material suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the CONTRACTOR or supplier. An average and normal amount of adverse weather conditions were taken into consideration in setting the calendar day time for this CONTRACT, and adverse weather conditions will not be considered as a basis for the extension of the CONTRACT time except in the case of severe and protracted precipitation or sub-freezing weather conditions which prevent the CONTRACTOR from working on the CONTRACT at least 40% of the CONTRACT time. In case of extension of time for weather conditions is allowed, consideration will be given to the fact that an average and normal amount of adverse weather conditions were considered in setting the calendar day time for completion of the CONTRACT. The CONTRACTOR agrees to place sufficient and proper equipment on the project to complete it within the calendar days specified and no equipment which has been placed on the project may be removed from it without prior authority of the ENGINEER.

SC-8 The CONTRACTOR shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work shall remove from the premises all rubbish, implements and surplus materials and leave the area clean, and in a condition acceptable to the owner.

SC-9 After the CONTRACT has been awarded, and prior to the start of work, the CONTRACTOR and his job superintendent, shall meet the CITY ENGINEER to review the plans and specifications and discuss a satisfactory schedule and working methods.

SC-10 The CONTRACTOR shall furnish to the OWNER a bar graph type work schedule, which shall show all major work items. This schedule shall be revised as necessary to keep it current, and the CONTRACTOR shall furnish the OWNER with copies of the revised schedule on request.

SC-11 The CONTRACTOR shall be responsible for the correct setting out of the work in accordance with the drawings. The CONTRACTOR shall verify all data at site prior to start of construction work. If there is any discrepancy between the site conditions and the drawings, the CONTRACTOR shall notify the CITY ENGINEER, in writing, and shall not proceed with any work affected by such discrepancy until he/she has instructions from the ENGINEER.

SC-12 ADJACENT and ADJOINING PROPERTY

SC-12.1 The CONTRACTOR shall not use adjacent property other than that shown on the plans or the public domain for storage of materials or any other purpose whatsoever unless the CONTRACTOR has first shown the OWNER that he has proper authority to use the property or properties. The CONTRACTOR shall make good, at his own expense, any and all damage arising from his/her work operations. When the property or properties are no longer required, the CONTRACTOR shall restore same to the original condition and leave same free of all debris, rubbish, etc.

SC-12.2 Access to the project has been granted along a 20 foot. Temporary Construction Easement parallel to the West line of the existing concrete canal. The CONTRACTOR shall make his/her own arrangements with the adjacent property owner for use of any additional encroachment that might be required during construction.

SC-12.3 CONTRACTOR NOTE: positive protection methods shall be employed to protect properties from falling debris, tools, and equipment or construction materials during the construction period.

SC-13 The question of jurisdiction of work between the various crafts or sub-contractors as herein specified shall be settled by the CONTRACTOR.

SC-14 The advertising privileges will be retained by the OWNER, and the CONTRACTOR shall keep the premises free from all unauthorized posters, decorations, signs, etc.

SC-15 BIDDERS shall visit the site of the work and thoroughly familiarize themselves with all conditions affecting the proposed work.

SC-16 The CONTRACTOR shall not subcontract any portion of this work, without approval of the OWNER.

SC-17 (a) GENERAL CONTRACTOR shall examine all drawings prior to bidding, and shall require material suppliers to provide items of work shown on any of the drawings.

(b) OWNER shall decide the meaning and intent of the specifications and drawings where they may be found obscure or be in dispute.

(c) It is the intent that this be a completed project as far as the CONTRACT DOCUMENTS set forth. It is not the intent that different phases of the work be delegated to various trades and subcontractors by the CONTRACT documents set forth. CONTRACTOR alone will be responsible for the completed project.

(d) Where the word "furnish", "provide", and/or "install" are used, it shall be interpreted to mean that the CONTRACTOR is responsible for furnishing, providing, and installing, ready for successful and continuous use, all items of work. CONTRACTOR shall provide all items, articles, materials, co operations or methods listed, mentioned or scheduled, either on the drawings, or in the specifications, or both including all labor, materials, equipment and incidentals necessary and required for completion.

SC-18 Before ordering any materials or doing any work, CONTRACTOR shall verify, all measurements at site and be responsible for corrections of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the drawings; and any difference which may be found shall be submitted to the OWNER for consideration before proceeding with the work.

SC-19 Concrete shall be 3,500 psi at 28 days, as supplied by a local ready mix supplier. Tests will be run by a local laboratory and paid for by the CITY.

SC-20 Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the work within the time specified in the CONTRACT DOCUMENTS. Bidder must agree to pay as liquidated damages for each consecutive calendar day thereafter the sum as provided in the following schedule since delay increases cost and reduces revenue to the CITY:

LIQUIDATED DAMAGES SCHEDULE

Original CONTRACT Amount, From and More Than	To and Including	Daily Charges Calendar Day
$ 0.00	$25,000.00	$100.00
25,000.00	50,000.00	200.00
50,000.00	100,000.00	300.00
100,000.00	500,000.00	500.00
500,000.00	1,000,000.00	500.00
1,000,000.00	2,000,000.00	750.00
2,000,000.00	3,000,000.00	750.00

The amounts are based on CONTRACT amounts and reflect estimates of incurred by the CITY due to the added cost of Engineering, Inspection, testing, and other extra expenditures of public funds made necessary by the CONTRACTOR'S failure to complete the WORK within the CONTRACT TIME. The City assesses Liquidated Damages as an alternative to the more difficult and time consuming calculation of determining the actual City costs.

SPECIFICATIONS

MEASUREMENT and PAYMENT

I GENERAL

It is the intent of this procurement to obtain several areas of street cuts; repair and/or replace concrete panels, curb and gutters, and driveway approaches in accordance with city standards and specifications. The CONTRACTOR shall provide all labor, material, equipment transportation, consumables, pumps and drainage, dewatering supervision, insurance, bonds, and overhead to complete the work within the time set forth in the CONTRACT. All costs shall be included in the BID Items listed in the BID FORM. Any costs not specifically delineated in the BID FORM or in the Descriptions below shall be included by the CONTRACTOR in an appropriate Bid Item. The sum of the extended Total Price of all Bid Items shall include all costs for completion of the work described in the Bid Documents and Specifications, and will be the Bid Price for the total work.

II BID ITEM DESCRIPTIONS AND BASIS FOR PAYMENT

1. SITE CLEARING
Under this Item the CONTRACTOR shall remove the existing concrete or other material if applicable, and all mud, rocks, boulders, dirt and any other debris as required to clear the work area and make the area suitable for construction. All materials removed become the property and responsibility of the CONTRACTOR, and he/she shall be responsible for its disposal. Payment Under this item shall be made at the CONTRACT unit price bid, which shall include all materials, labor, equipment and expense necessary to complete the WORK.

2. CUT AND REMOVE EXISTING MATERIAL
Under this Item the CONTRACTOR shall cut to neat lines a portion of the existing material, as described in the bid documents; and break up and dispose of same. All material removed shall become property and responsibility of the CONTRACTOR. Payment for this Item shall be made at the CONTRACT unit price bid, which shall include all materials, labor, equipment and expense necessary to complete the WORK.

3. FORMED VERTICAL WALL/FOOTING FOR HEADWALLS & BEAVER SLIDES
Under this item the CONTRACTOR shall construct the Formed Vertical Wall as described in the bid documents. The BID for this item shall include all excavation, construction joints, expansion joints, curing, placing and removing forms, furnishing all reinforcing steel and accessories, furnishing and placing concrete and backfilling. Any off site soil for completing backfill behind the header walls shall be considered incidental and part of this item. Payment under this item shall be made at the CONTRACT unit price bid, which shall include all materials, labor, equipment and expense necessary to complete the WORK.

4. CONCRETE PANELS
Under this Item the CONTRACTOR shall install approximately 5,000 square feet of concrete panels and/or beaver slides to match existing panels. Payment for this item shall be made at the CONTRACT unit price bid which shall include all materials, labor, equipment and expense necessary to complete the WORK.

MEASUREMENT and PAYMENT (continued)

5. CURB AND GUTTER
Under this item the CONTRACTOR shall install approximately 300 linear feet of concrete curb and gutter to grade and match existing curb and gutter. Payment for this item shall be made at CONTRACT unit bid price which shall include all materials, labor, equipment and expense necessary to complete the WORK.

6. DRIVEWAY APPROACHES
Under this item the CONTRACTOR shall install approximately 1,200 square feet of driveway approaches to match existing driveways in grade and material. Payment for this item shall be made at CONTRACT unit bid price which shall include all materials, labor, equipment, and expense necessary to complete the WORK.

7. UNDERCUT AND 12" OF SUBGRADE
Under this item the CONTRACTOR shall excavate all the undercutting of subgrade base required to install new subgrade on good base below. Payment for this item shall be made at CONTRACT bid price which shall include all materials, labor, equipment, and expense necessary to complete the WORK.

CONCRETE FORMWORK

I GENERAL

A. DESCRIPTION OF WORK

1. Work under this section consists of furnishing everything necessary for and incidental to the execution and completion of all concrete formwork, as indicated on the drawings and specified herein.
2. The extent of formwork is indicated by the concrete structures shown on the drawings.
3. The work includes providing formwork and shoring for cast-in-place concrete, specifically finished concrete and installation into formwork of items furnished by others such as anchor bolts, setting plates, bearing plates, anchorages, inserts, frames, nosing's and other items to be imbedded in concrete (but not including reinforcing steel).

B. QUALITY ASSURANCE

1. CODES AND STANDARDS: Unless otherwise shown or specified design, obstruct, erect, maintain, and remove forms and related structures, for cast-in-place concrete work in compliance with the following:

   ACI 347: Recommended Practice for Concrete Form-work.

   USPS PSI: Product Standard for Softwood Plywood – Construction and Industrial.

2. ALLOWABLE TOLERANCES
   (a) Construct formwork to provide completed cast-in-place concrete surfaces complying with the tolerances specified in ACI374.
   (b) Before concrete placement, check the lines and levels of erected formwork. Make corrections and adjustments to ensure proper size and location of concrete members and stability of forming systems.
   (c) During concrete placement, check formwork and related supports to ensure that forms are not displaced and that completed work will be within specified tolerances.

C. SUBMITTALS

MANUFACTURER'S DATA - CONCRETE FORMWORK: For information only, submit two (2) copies of manufacturer's date and installation instructions for proprietary materials including form coatings and manufactured form systems.

II PRODUCTS

A. FORM MATERIALS

1. FORMS FOR EXPOSED CONCRETE: Unless otherwise shown or specified, construct formwork for exposed concrete surfaces with high density overlay plyform Class I or II. Panels shall be APA grade-trade-marked and meet requirements of the latest edition of U.S. Product Standard PSI. Overlay shall not stain the surface of the architectural concrete. Provide continuous, straight, smooth as-cast surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings. Provide form material with sufficient thickness to withstand pressure of newly placed concrete without bow or deflection (minimum ¾").
2. FORMS FOR UNEXPOSED CONCRETE: Form concrete surfaces which will be unexposed in the finished structure with plywood, lumber, metal or other acceptable material. Provide lumber that is dressed on at least 2 edges and 1 side for tight fit, tongue and grooved, free from loose knots and of such moisture content as to prevent free absorption of moisture.
3. FORM COATING: Provide commercial formulation form coating compounds that will not bond, stain, nor adversely affect concrete surfaces, and will not impair subsequent treatment of concrete surfaces requiring bond or adhesion, nor impede the wetting of surfaces to be cured with water or curing compounds. Release agent shall be used in strict accordance with manufacturer's recommendations.
4. SCREED CHAIRS: Metal. Wood not permitted.
5. CORNER CHAMFER: Shall be mill run white pine solid material or preformed PCV at all exposed corner of columns, walls and beams.

B. DESIGN OF FORMWORK

1. Design, erect, support braces, and maintain formwork so that it will safely support vertical and lateral loads that might be applied, until such loads can be supported by the concrete structure. Carry vertical and lateral loads to ground by formwork system and in-place construction that has attained adequate strength for that purpose. Construct formwork so that concrete members and structures are of correct size, shape, alignment, elevation and position.
2. Design formwork to be readily removable without impact shock or damage to cast-in-place concrete surfaces and adjacent materials.
3. Provide formwork sufficiently tight to prevent leakage of cement paste during concrete placement. Solidly butt joints and provide backup material at joints as required to prevent leakage and fins. Seal form joints with foam tape or other demonstrated effective means.

III EXECUTION

A. GENERAL

Construct form complying with ACI347, to the exact sizes, shapes, lines and dimensions shown, and as required to obtain accurate alignment, location, grades, level and plumb work in finished structures.

B. INSTALLATION OF EMBEDDED ITEMS

1. GENERAL: Set and build into the work embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of the items to be attached thereto. At the CONTRACTORS option holes may be drilled in the top of the wall for setting of fence posts for the chain link fence.
2. EDGE FORMS AND SCREED STRIPES FOR SLABS: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in the finished slab surface. Provide and secure units to support types of screeds required.

C. REMOVAL OF FORMS

GENERAL: Formwork not supporting concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than fifty degrees (50°F) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided that curing and protection operations are maintained.

D. RE-USE OF FORMS

1. Clean and repair surfaces of forms to be re-used in the work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable. Apply new form coating compound material to concrete contact surfaces as specified for new formwork.
2. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, tighten forms to close all joints. Align and secure joints to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to the OWNER.

CONCRETE REINFORCEMENT

I GENERAL

A. DESCRIPTION OF WORK

1. Work under this section consists of furnishing everything necessary for and incidental to the execution and completion of all concrete reinforcement work as indicated on the drawings and specified herein.
2. The extent of concrete reinforcement is shown on the drawings and in the schedules.
3. The work included fabrication and placement of reinforcement for cast-in-place concrete, including bars, ties and supports.

B. QUALITY ASSURANCE

CODES AND STANDARDS: Comply with requirements of the latest edition of the following codes and standards, except as herein modified:

1. American Welding Society, AWS Dl.4-1979, "Structural Welding Code Reinforcing Steel".
2. Concrete Reinforcing Steel Institute, "Recommended Practice for Placing Reinforcing Bars.
3. Concrete Reinforcing Steel Institute, "Manual of Standard Practice for Reinforced Concrete Construction".
4. American Concrete Institute, ACI 318 "Building Code Requirements for Reinforced Concrete".
5. ASTM A6i5: Specifications for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.

C. SUBMITTALS

1. The CONTRACTOR shall check CONTRACT drawings before starting shop detailing.
2. SHOP DRAWINGS: The CONTRACTOR shall submit to the OWNER, six (6) copies of detailed shop drawings showing fabrication, sizes, bending and placement of reinforcing steel proposed for the work, and shall not commence fabrication of the reinforcement until he/she receives written approval of the shop drawings submitted.
3. APPROVAL: Corrections or comments made on shop drawings during OWNER"S reviews do not relieve the CONTRACTOR from compliance with requirements of the drawings and specifications. The review is only for general conformance with the design concept of the project and general compliance with the information given in the CONTRACT DOCUMENTS. The CONTRACTOR is responsible for confirming and correlating all quantities and dimensions; coordinating his/her work with that of all other trades; and performing his/her work in a safe and satisfactory manner.

II PRODUCTS

A. MATERIALS

1. REINFORCING BARS: Unless otherwise shown, all reinforcing bars shall be rolled from new billets, shall conform to ASTM A615 Specifications for Billet-Steel Bars for Concrete Reinforcement and shall be of the grade 40. Unless otherwise shown, all reinforcing bars shall be deformed and shall conform to the requirements of the ASTM 615 Specifications for Minimum Reinforcement. The deformed bars used shall have a net sectional area at all point's equivalent to that of plain bars of equal nominal size. Twisted steel bars shall not be used.
2. SUPPORTS FOR REINFORCEMENT: Bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcement in place.
   (a) Use wire bar type supports complying with CRSI recommendations, unless otherwise indicated. Do not use wood, brick or concrete block.
   (b) For slabs on grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
   (c) For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with either hot-dip galvanized or plastic protected or stainless steel protected legs at CONTRACTOR'S option.
3. TIRE WIRE: Sixteen (16) gauge minimum and in sufficient quantity to hold reinforcement accurately in place during concrete placement operations.
4. WELDED STEEL WIRE FABRIC: Shall conform to the requirements of ASTM A185 and shall be of the size and space opening as designated on the drawings.

B. FABRICATIONS

1. GENERAL: Fabricate reinforcing bars to conform to required shapes and dimensions, with fabrication tolerances complying with CRSI MANUAL. Straighten reinforcement in a manner that will not injure or weaken the material.
2. UNACCEPTABLE MATERIALS: Reinforcement with any of the following defects will not be permitted in the WORK:
   (a) Bar lengths, depths and bends exceeding specified fabrication tolerances.
   (b) Bends or kinks not indicated on drawings or final shop drawings.
   (c) Bars with reduced cross-section due to excessive rusting or other cause.
3. IDENTIFICATION: Tie reinforcing bars in bundles and tag with weatherproof tags showing shop drawing numbers.

III EXECUTION

1. Comply with the Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars" for details and methods of reinforcement placement and support, and as herein specified.
2. Clean reinforcement to remove loose rust and mill scale, earth, ice and other materials which reduce or destroy bond with concrete.
3. Position, support, and secure reinforcement against displacement, for formwork, construction or concrete placement, operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers, as required.
4. Provide sufficient numbers of supports and of strength to carry reinforcement. Do not place reinforcing bars more than two (2") inches beyond the last leg of any continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.
5. Provide standard reinforcement splices by lapping ends and placing bars in contact as shown on the drawings, and tightly wire tying. Comply with requirements of ACI318 for minimum lap of spliced bars.

CONCRETE ADMIXTURES

Provide admixtures produced by established reputable manufacturers and use in compliance with the manufacturer's printed directions. Do not use admixtures which have been incorporated and tested in the accepted mixes, unless otherwise authorized in writing by the OWNER.

Admixtures when used shall conform to the following standards:

Air-Entraining Admixture:	ASTM C 260
Water-Reducing Admixture:	ASTM C 494, Type A
Set-Control Admixtures:	ASTM C 494, as follows:

Type B, Retarding

Type C, Accelerating

Type D, Water-reducing and Retarding

Type E, Water-reducing and Accelerating

Calcium Chloride will not be permitted in concrete, unless otherwise authorized in writing by the OWNER. Do not use admixtures containing Calcium Chloride where concrete is placed against galvanized steel, or in mix using high-early strength cement.

CONCRETE CURING

I PRODUCTS

A. CONCRETE CURING MATERIALS

1. ABSORPTIVE COVER: Burlap cloth made from jute or kenaf, weighing approximately 9 oz. per sq. yd., complying with AASHO M 182, Class 3

2. MOISTURE RETAINING COVER: One of the following, complying with ASTM C171.

   (a) Waterproof paper

   (b) Polyethylene film.

   (c) Polyethylene-coated burlap.

3. MEMBRANE-FORMING CURING COMPOUND: ASTM C309, Type I with white fugitive dye unless other type is acceptable to the OWNER.

4. LIQUID CURING, SEALING, HARDENING COMPOUND: The following list of materials is not intended to be a complete list of materials and work required but a guide to the type, quality and finish required for various surfaces. The list of products below is intended only to set a standard of quality

Product	Manufacturer
Eucocure	Euclid Chemical Co.
Masterseal	Master Builders
Polyclear	Upco Chemical/USM Corp.
Dress and Seal	L & M Construction Chemicals
Triple Seal	Protex Industries
Clear Bond	Guardian Chemical Co.
Cure & Seal	Symons Corporation
Kure-N-Seal	Sonneborne Building Products

5. All concrete which is not designated on drawings as "Architectural Concrete" or which does not receive an applied coating or flooring shall be cured with pigmented resin based curing compound. Do not use curing compounds containing oil and wax. Allow concrete to thoroughly dry following rain. Use form release agents which will not transfer to the concrete.

II MISCELLANEOUS

A. GENERAL

1. Perform curing of concrete by moist curing, by moisture retaining cover curing, by membrane curing, or by combinations thereof, as herein specified.
   For curing use only water that is free of impurities which could etch or discolor exposed, natural concrete surfaces.
2. Provide moist curing by any of the following methods:
   (a) Keeping the surface of the concrete continuously wet by covering with water.
   (b) Continuous water-fog spray.
   (c) Covering the concrete surface with the specified absorptive cover, thorough saturating the cover with water, and keeping the absorptive cover continuously wet. Place absorptive cover so as to provide coverage of the concrete surfaces and edges, with a four (4") inch lap over adjacent absorptive covers.
3. Provide moisture retaining cover curing as follows: Cover the concrete surfaces with the specified moisture retaining cover for curing concrete, placed in the widest practicable width with sides and ends lapped at least three (3") inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during the curing period using cover material and waterproof tape.
4. Provide liquid membrane curing as follows: Apply the specified membrane forming curing compound to damp concrete surfaces as soon as the water film has disappeared. Apply uniformly in a 2-coat continuous operation by power spray-equipment in accordance with the manufacturer's directions. Recoat areas which are subjected to heavy rainfall within three (3) hours after initial application. Maintain the continuity of the coating and repair damage to the coat during the entire curing period.

B. CURING UNFORMED SURFACES

Immediately after finishing operation is complete, commence curing unformed surfaces by one of the following methods:

1. Continuously sprinkle or pond surface with water. Use this method for footings only.
2. Cover surface with two (2") inches of moist sand. Keep sand moist throughout the curing period. Use this method for foot footings only.

3. Cover surface with moist fabric. Keep fabric moist and in direct contact with surface so that a film of water remains on the surface throughout the curing period. This method may be used on all concrete surfaces.
4. Cover surface with curing paper. Lap sides and ends at least three (3") inches and seal with tape. This method may be used on all concrete surfaces.
5. Apply a uniform coat of liquid curing compound in accordance with manufacturer's recommendations. This method may be used on all concrete surfaces except those scheduled to receive bonded materials. Do not use this method in hot weather.

C. TEMPERATURE OF CONCRETE DURING CURING

1. When the atmospheric temperature is 40°F and below, maintain the concrete temperature between 50°F and 70°F continuously throughout the curing period. When necessary, make arrangements before concrete placing for heating, covering, insulating or housing as required to maintain the specified temperature and moisture conditions, continuously for the concrete curing period. Do not use combustion the first 24 hours of curing without taking precautions to prevent exposure of the concrete to exhaust gases. Provide cold weather protection complying with the requirements of ACI306.
2. When the atmospheric temperature is 80°F and above or during other climatic conditions which will cause too rapid drying of the concrete, make arrangements before the start of concrete placing for the installation of wind breaks or shading, and for fog spraying, wet sprinkling or moisture retaining covering. Protect the concrete continuously for the concrete curing period. Provide hot weather protection complying with the requirements of ACI 305.
3. Maintain temperature as uniform as possible, and protect from rapid atmospheric temperature changes. Avoid temperature changes in concrete which exceed 50°F in any one hour and 50°F in any 24 hour period.

CONCRETE AND RELATED WORK

I CONCRETE WORK

A. GENERAL

All concrete work shall be done in a workmanlike manner in accord with good commercial practice. Concrete shall be made with Type I cement by a local commercial ready-mix concrete company, and shall develop compressive strength of 3,500 (psi) pounds per square inch in 28 days. Coarse aggregate shall be one (1") inch maximum size. Slump shall not exceed five (5") inches. Admixtures shall not be used unless previously approved by the OWNER. Temperature of concrete as it comes from the truck shall not exceed 90°F. Concrete will be rejected if either slump or temperatures are exceeded. Concrete shall be placed in clean forms and excavations, and thoroughly vibrated with electric or air powered vibrators. Concrete shall not be placed in mud or un-excavated loose material. Over excavation shall be replaced with 2.000 psi concrete, at no cost to the OWNER.

Caulking materials and expansion joint materials shall be as approved by the ENGINEER. Samples will not be required, but manufacturer descriptive literature shall be submitted for approval.

B. FORMS

All walls shall be straight, square, and plumb with exposed edges chamfered, or rounded with a finishing tool. Form material, bracing, and ties shall be the CONTRACTOR'S option except wooden form spacers in the concrete shall not be used. Cones or other spacers on ties shall be removed and holes filled with flexible caulking or other suitable filler approved for the purpose. Forms (and reinforcing) shall be washed thoroughly with clean water immediately before concrete placement is begun. Forms shall be stripped only upon approval of the ENGINEER, when concrete has set long enough to prevent damage to the structure.

C. CURING

Concrete may be cured any generally accepted method that will prevent the concrete from drying during the first seven days, without injury to, or discoloration of the concrete, subject to prior approval of the ENGINEER.

D. JOINTS

Approved flexible plastic water stops, or copper, or 1/4" used steel plate, shall be placed in all joints in new concrete to prevent entry or leakage of water. The water stops shall extend not less than four (4") inches into concrete on either side of the joint.

E. REINFORCING STEEL

Reinforcing steel shall have a yield strength of not less than 36,000 psi and shall be a commercially produced deformed round bar sold to the trades for use as reinforcement in concrete. Loose rust and mill scale, mud, dirt, oil and loose concrete shall be removed by hammering, brushing, or washing as required. Tight rust is not objectionable. Reinforcing (and forms) shall be thoroughly washed with clean water immediately before concrete placement is begun. Laps, splices, bends, spacing and cover over reinforcement shall be in accord with specifications and standards of the American Concrete Institute and as approved by the ENGINEER.

F. It is the intent of this specification to obtain a good commercial concrete job without undue or unnecessarily restrictive requirements. In event of unexpected or unusual unforeseen conditions, the CITY ENGINEER shall approve or reject as appropriate the CONTRACTOR'S proposed methods, schedules, or materials. Ruling of the ENGINEER shall be final. Note that no concrete shall be placed unless an INSPECTOR has approved forms, reinforcement, and the tools for placing and finishing the concrete. Two (2) vibrators in working condition must be on the job and operating when placement begins, unless an exception is specifically approved by the INSPECTOR for each individual pour.

II EARTHWORK

A. GENERAL

It is the intent of this specification that the excavation be the minimum required to install the work. The drainage shall not be blocked at any time.

B. SURPLUS MATERIAL

Note that some loose material has been dumped on the area. Such material may be incorporated in the bottom of fill areas when the wall is backfilled. It is not anticipated that material will be exported from the site with the exception of salvaged reinforcing steel and broken concrete.

C. COMPACTION

Mechanical compaction of backfill shall be as shown on the drawings.

D. ROCK AND BACKFILL

Boulders and loose rock, broken concrete, etc. shall be removed from the site and disposed of by the CONTRACTOR.

CAST-IN-PLACE CONCRETE

I GENERAL

DESCRIPTION: Work under this section consists of furnishing everything necessary for and incidental to the execution and completion of all concrete work, as indicated on the drawings and specified herein.

A. QUALITY ASSURANCE

1. CODES AND STANDARDS: Comply with the provisions of the following codes, specifications and standards, except where more stringent requirements are shown or specified:
   (a) ACI 301 "Specifications for Structural Concrete for Buildings".
   (b) ACI304 "Recommended practice for Measuring, Mixing, Transporting and Placing Concrete".
   (c) ACI 31 I "Recommended Practice for Concrete Inspection".
   (d) ACI 318 "Building Code Requirements for Reinforced Concrete".
   (e) Concrete Reinforcing Steel Institute, "Manual of Standard Practice".
2. WORKMANSHIP: The CONTRACTOR is responsible for correction of concrete work which does not conform to the specified requirements, including strength, tolerances and finishes. Concrete deficiencies shall be as directed by the OWNER.

II EXECUTION

A. PREPARATION

1. PRE-PLACEMENT INSPECTION
   (a) Before placing concrete, inspect and complete the formwork installation, reinforcing steel, preformed joint fillers, vapor barriers, water stops, and items to be embedded or cast-in. Notify other crafts involved in ample time to permit the installation of their work; cooperate with other trades in setting such work, as required.
   (b) Thoroughly wet wood forms immediately before placing concrete, as required where form coatings are not used. Where coating is used, apply with a brush or spray covering the form evenly without excess drip. Do not use form oil which causes softening or permanent staining of the concrete.

(c) Soil at the bottom of foundation systems is subject to testing for soil bearing value by the testing laboratory, as directed by the OWNER. Place concrete immediately after approval of foundation excavations. Excavate and backfill as necessary to complete the concrete work. Place concrete on subgrades that are well compacted to level and true grade. Before concrete is poured in areas between slabs on grade previously poured recheck compaction of subgrade and if necessary, recompact to avoid settlement of slabs on grade previously poured, recheck compaction of subgrade and if necessary, recompact to avoid settlement of slabs at joints. Seal extremely porous subgrades in a manner approved by the OWNER. Remove all ice, debris and excess water from subgrades.

(d) Coordinate the installation of joint materials and moisture barriers with placement of forms and reinforcing steel.

(e) The installation of inserts and sleeves is subject to the inspection and approval of the supervisors of the particular trades involved. Finish voids in sleeves and inserts temporarily with readily removable material.

(f) Notify OWNER 24 hours before placing concrete.

B. CONCRETE PLACEMENT

GENERAL

Place concrete in compliance with the practices and recommendations of ACI 304, and as specified herein. Do not place any concrete until the OWNER has reviewed the results of the design mix 28 day test breaks and approval is given to proceed.

1. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within joints as herein specified. Perform concrete placing at such a rate that concrete that is being integrated with fresh concrete is still plastic. Deposit concrete as nearly as practicable to its final location to avoid segregation due to rehandling or flowing. Do not subject concrete to any procedure which will cause segregation.

2. Screed concrete which is to receive other construction to the proper level to avoid excessive shimming or grouting.
3. Do not use concrete which becomes non-plastic and unworkable, or does not meet the required quality control limits, or which has been contaminated by foreign materials. Do not use retempered concrete. Remove rejected concrete from the project site and dispose of it in an acceptable location.

C. CONCRETE CONVEYING

1. GENERAL: Handle concrete from the mixer to the place of final deposit as rapidly as practicable and in a manner which will assure that the specified quality of the concrete is obtained.
2. EQUIPMENT: Provide conveying equipment of proper size and design to insure a continuous flow of concrete to a delivery end. Conveying equipment will be subject to the OWNER'S approval. Conform to the following:
   (a) Truck mixers, agitators, and no-agitating units and their manner of operation shall conform to the applicable requirements of ASTM C94.
   (b) Belt conveyers: Provide conveyers and discharge apparatus of a type which will not cause segregation. Discharge long runs into a hopper.
   (c) Chutes: Provide metal or metal lined chutes and install a slope not less than 1 vertical to 3 horizontal. Chutes more than twenty (20') feet long and chutes not meeting the slope requirements may be used provided they discharge into proper hopper.
   (d) RUNWAYS: Provide runways or other means for wheeled equipment to convey concrete to placement points.
   (e) PUMPS: Do not pump concrete without OWNER'S approval. Any change in concrete mix necessitated by pumping must be approved by OWNER prior to placing concrete by this method.
   (f) SPECIAL PLACING REQUIREMENT FOR SLAB ON GRADE: The CONTRACTOR shall have a sufficient number of qualified personnel available at all times while concrete is being place, to insure proper placing, finishing and curing.

D. BONDING

1. Roughen surfaces of set concrete at all joints, except where bonding is obtained by use of a concrete bonding agent, and clean surfaces of laitance, coatings, loose particles, and foreign matter. Roughen surfaces in a manner to expose bonded aggregate uniformly and to not leave laitance, loose particles of aggregate or damaged concrete at the surface.
2. Prepare for bonding of fresh concrete to new concrete that has set but is not fully cured, as follows:
   (a) At joints between footings and walls and between walls and beams or slabs they support, and elsewhere, unless otherwise specified herein, dampen but do not saturate, the roughened and cleaned surface of set concrete immediately before placing fresh concrete.
   (b) Use neat cement grout consisting of equal parts Portland cement and fine aggregate by weight and not more than six (6) gallons of water per sack of cement. Apply with a stiff broom or brush to a minimum thickness of 1/16". Deposit fresh concrete before cement grout has attained its initial set.

E. CONCRETE SURFACE REPAIRS

1. PATCHING DEFECTIVE AREAS
   (a) Repair exposed-to-view formed concrete surfaces where possible, that contain defects which adversely affect the appearance of the finish. Remove and replace the concrete having defective surfaces if the defects cannot be repaired to the satisfaction of the OWNER. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, and holes left by the rods and bolts; fins and other projections on the surface; and stain and other discolorations that cannot be removed by cleaning.
   (b) Repair concealed formed concrete surfaces, where possible, that contain defects that adversely affect the durability of the concrete. If defects cannot be repaired, remove and replace the concrete having defective surfaces. Surface defects, as such, include cracks in excess of 0.01 inch wide, cracks of any width and other surface deficiencies which penetrate to the reinforcement or completely through non-reinforced sections, honeycomb, and rock pockets, holes left by tie rods and bolts and spalls

2. REPAIR OF UNFORMED SURFACES

(a) Test unformed surfaces, such as monolithic slabs, for smoothness and to verify surface plane to the tolerances specified for each surface and finish. Correct low and high areas as herein specified.

(b) Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness, using a template having the required slope. Correct high and low areas as herein specified.

(c) Repair finished unformed surfaces that contain defects which adversely affect the durability of the concrete. Surface defects, as such, include cracking (cracks in excess of 0.01 " wide which penetrate to the reinforcement or completely through non-reinforced sections regardless of width), spalling, popouts, honeycomb, rock pockets, and other objectionable conditions.

(d) Correct high areas in unformed surfaces by grinding, after the concrete has cured sufficiently so that repairs can be made without damage to adjacent areas.

(e) Correct low areas in formed surfaces during or immediately after completion of surface finishing operations by cuffing out the low areas and replacing fresh concrete. Finish repaired areas to blend into adjacent concrete.

(f) Repair defective areas, except random cracks and single holes not exceeding one (1) inch diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts, and expose reinforcing steel with at least 314" clearance all around. Dampen all concrete surfaces in contact with patching concrete and brush with a neat cement grout coating, or use concrete bonding agent. Place patching concrete before grout takes its initial set. Mix patching concrete of the same materials to provide color and finish as required to blend with adjacent finished concrete. Cure in the same manner as adjacent concrete.

(g) Repair isolated random cracks and single holes not over one (1") inch in diameter by the dry-pack method. Grove the top of cracks, and cut out holes to sound concrete and clean of dust, dirt and loose particles. Dampen all cleaned concrete surfaces and brush with a neat cement grout coating. Place drypack before the cement grout takes its initial set. Mix drypack, consisting of one part Portland cement to 2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Compact drypack mixture in place and finish to match adjacent concrete. Keep patch areas continuously moist for not less than 72 hours.

(h) Repair methods not specified above may be used, subject to the acceptance of the OWNER.

3. SET-CONTROL

Use set-control admixtures when required and accepted in mix design

F. FIELD QUALITY CONTROL AND TESTING

Comply with requirements for the field testing of concrete as herein specified

Concrete shall meet or exceed the properties for concrete as defined in the mix design criteria and as herein specified. Failure of the concrete to meet any of these requirements shall be considered grounds for rejection of the concrete or the portion of the work performed with it.

G. JOINTS

CONSTRUCTION JOINTS: Concrete shall be placed continuously so that the unit will be monolithic in construction. Fresh concrete may be placed against adjoining units provided the set concrete is sufficiently hard not be injured thereby. Joints not indicated shall be made and located to least impair strength and appearance of the structure.

RELEASE OF CLAIMANTS

Date_____

Project_____

Owner_____

Dear Sir:

I hereby acknowledge receipt of _____

Dollars ($_____) in full payment of my contract dated _____,

for improvement work which I did for you and which is described in my contract.

I certify that I have paid in full for all materials purchased and all labor employed in the performance of this contract and that there are no claims against me as an employer under this contract on account of injuries sustained by workmen employed by me thereunder. I hereby release you from any claims arising by virtue of this contract.

WARNING

The making of any false statement or representation herein may be a crime punishable under Title 18 U.S.C. §1001 which provides in part: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully makes false representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than $10,000.00 or imprisoned not more than five years, or both."

Sincerely_____

Contractor

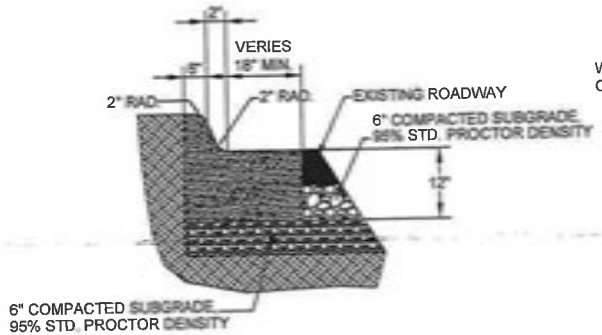
By_____

(Signature)

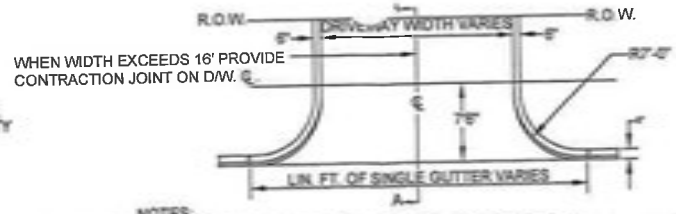
Name_____

(Print or Type)

Title

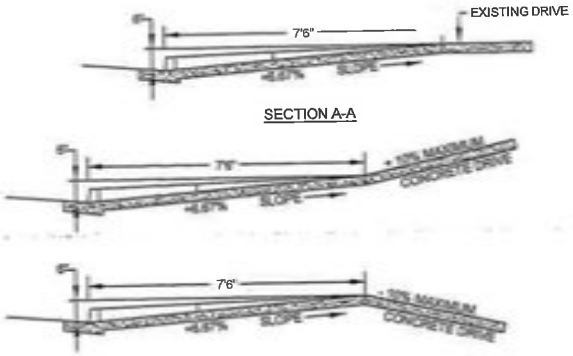


STANDARD CURB DETAIL
NOT TO SCALE



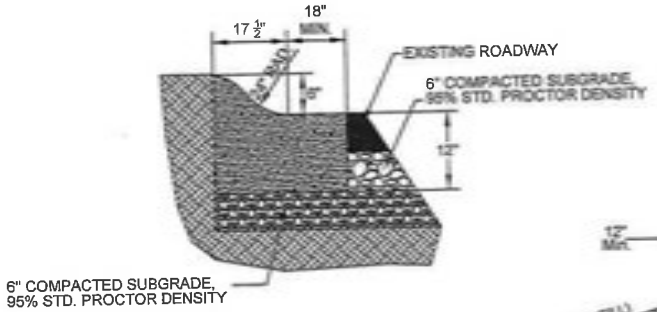
NOTES:
1. EXPANSION JOINT FILLER SHALL BE 1/2 INCH BITUMINOUS TYPE PREFORMED EXPANSION JOINT FILLER, A.S.T.M. D-1751.
2. THIS TYPE D/W TO BE USED ONLY UPON APPROVAL OF ENGINEER.

7' RADIUS DRIVEWAY DETAIL

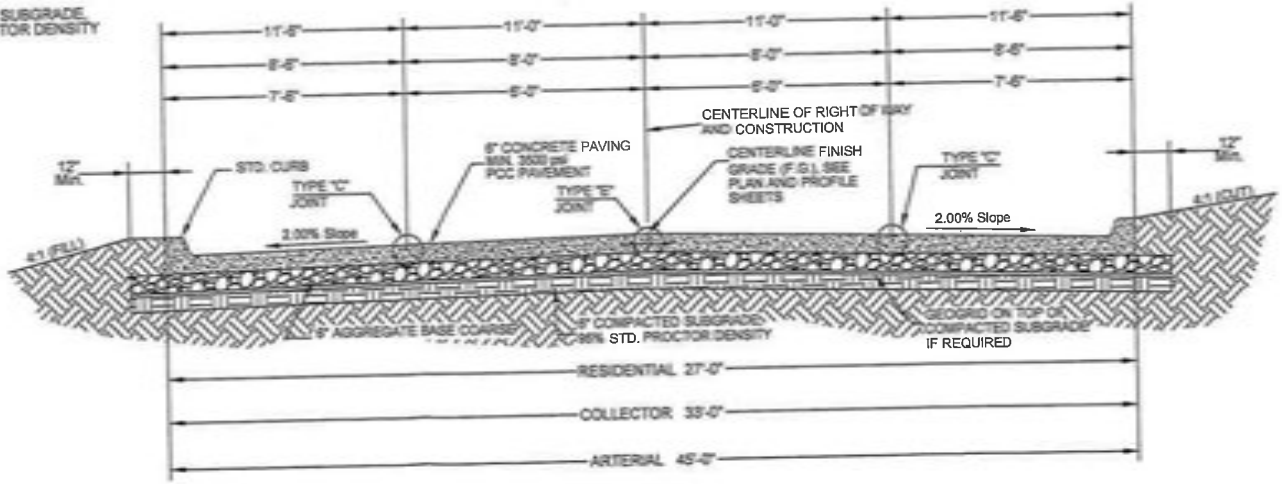


NOTES
1. FOR DRIVEWAYS WITH A SLOPE GREATER THAN 10% CONTACT THE CITY ENGINEER FOR APPROVAL.

STANDARD SLOPE DETAIL FOR DRIVEWAYS



STANDARD ROLL OVER CURB DETAIL
NOT TO SCALE



TYPICAL CONCRETE STREET PAVING SECTIONS

CITY STANDARDS

McAlester City Council

AGENDA REPORT

Meeting Date:	November 24, 2015	**Item Number:**	8
Department:	Public Works / Engineering		
Prepared By:	John C. Modzelewski, P.E., CFM	**Account Code:**	
Date Prepared:	November 18, 2015	**Budgeted Amount:**	
		Exhibits:	4

Subject

Consider and act upon, Change Order No. 12 to the contract with Carstensen Contracting, Inc for the construction of CIP#4 Improvements and authorize the Mayor to sign Change Order No. 12.

Recommendation

Motion to approve Change Order No. 12 to the contract with Carstensen Contracting, Inc and authorizing the Mayor to sign Change Order No. 12, in the amount of $1,915.98, which will increase the Contract Price to $3, 051,219.36 and add one day, making the completion date April 29, 2015.

Discussion

This Change Order is for quantities of driveways that have shown to be over the plan quantities. This is shown in the attached "Carstensen Contracting Extra Cost Detail 18 – CIP 4 McAlester".

Approved By

		Initial	*Date*
Department Head		JCM	11/18/15
City Manager	P. Stasiak	PS	11-19-15

CITY OF McALESTER, OKLAHOMA

CHANGE ORDER NO. 12

OWNER: CITY OF McALESTER **DATE OF AGREEMENT: April 20, 2015**
DATE OF CHANGE ORDER: November 18, 2015
PROJECT: CIP #4
CONTRACTOR: Carstensen Contracting, Inc.

The change being made to the CONTRACT Documents is identified as "CO 18 Extra Driveway quantities" in the attachment "Carstensen Contracting Extra Cost Detail CIP 4 McAlester". The Cost for this is $1,915.98. The request will also add 1 day to the project.

JUSTIFICATION:

Original CONTRACT Price:	$2,942,565.20
Present CONTRACT Price: (pending CO 10 & 11)	$3,049,303.38
The CONTRACT price due to this Change Order No 12 will be **(Increased)** (Decreased) by	$ 1,915.98
The new CONTRACT price including This Change Order will be: (pending CO 10 & 11	$ 3,051,219.36

THE DATE FOR COMPLETION OF ALL WORK WILL BE: April 29, 2016

Contractor:
Carstensen Contracting, Inc.

By: Josh Dale

Owner:
CITY OF McAlester

By: _____
Steve Harrison
City Mayor

Engineer:
Poe & Associates
Design Engineers

By: _____

CARSTENSEN
CONTRACTING, INC.

CARSTENSEN CONTRACTING EXTRA COST DETAIL 18 - CIP 4 McAlester

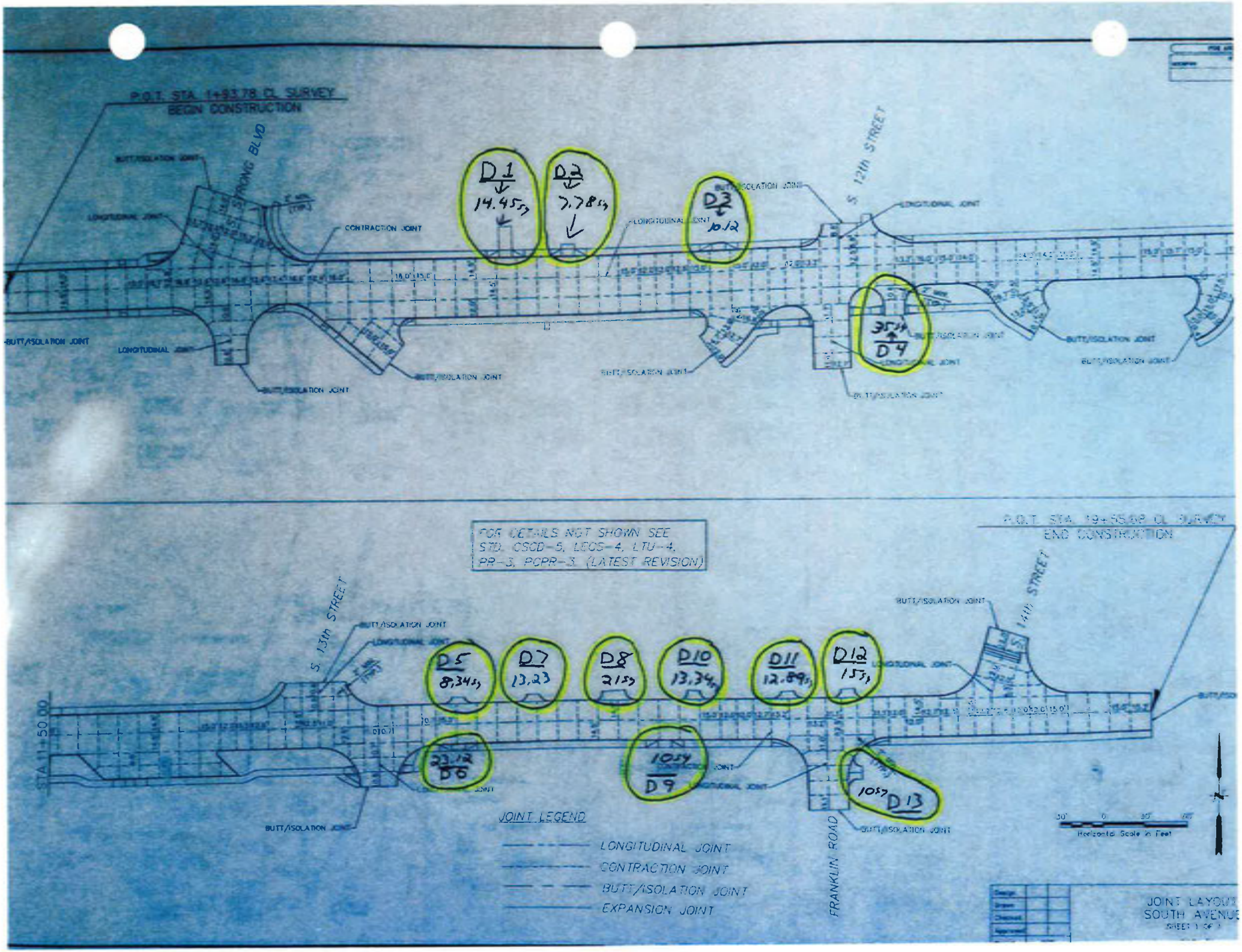
Note: This change order is for quantities of driveways that have shown to be over. There was an initial change order to show 10 SY overage of driveways, however per the City Managers request we have broke out the driveway overages.

Cost for all extras combined together

Item	Description	Quantity	Units	Price	Total
27	Driveways	19.27	SY	$74.00	$1,425.98
	Small Load Fee for concrete	1.00	EA	$50.00	$50.00
	Supervision	1.00	day	$440.00	$440.00
	Total				$1,915.98
	ADDITIONAL DAYS REQUESTED	1	days		
	Original Contact Completion including All CO	March 29, 2016			
	New Contract Substantial Completion	**March 30, 2016**			
	Original Contract Final Completion including All CO	April 28, 2016			
	New Contract Final Completion	**April 29, 2016**			

Carstensen Contracting — Date: 11/18/2015

Engineer — Date: 18 November 2015


P.O.T. STA. 1+93.78 CL SURVEY
BEGIN CONSTRUCTION
STRONG BLVD
BUTT/ISOLATION JOINT
LONGITUDINAL JOINT
CONTRACTION JOINT
D1
14.45sy
D2
7.78sy
D3
10.12
S. 12th STREET
35sy
D4
FOR DETAILS NOT SHOWN SEE
STD. CSCD-5, LECS-4, LTU-4,
PR-3, PCPR-3 (LATEST REVISION)
P.O.T. STA. 19+55.68 CL SURVEY
END CONSTRUCTION
S. 13th STREET
14th STREET
D5
8.34sy
D7
13.23
D8
21sy
D10
13.34
D11
12.89
D12
15sy
23.12
D6
105sy
D9
105sy
D13
STA 11+50.00
FRANKLIN ROAD
JOINT LEGEND
LONGITUDINAL JOINT
CONTRACTION JOINT
BUTT/ISOLATION JOINT
EXPANSION JOINT
Horizontal Scale in Feet
JOINT LAYOUT
SOUTH AVENUE

INVOICE

City of McAlester
28 E. Washington
P.O. Box 578
1cAlester, OK 74501-0578
hone (918) 423-9300 Fax (918) 421-4970

INVOICE #19
DATE: NOVEMBER 18, 2015

TO:
Berry Plastics
349 Taylor Industrial Park Rd
McAlester, OK 74501

FOR:
P.O. #

DESCRIPTION	AMOUNT
Sample Collection and Professional Laboratory Analysis	$1,300.00
TOTAL	$1,300.00

Make all checks payable to City of McAlester
Payment is due within 30 days.
If you have any questions concerning this invoice, contact Kimberly Kelly, (918) 423-9300 ext. 4997, kimberly.kelly@cityofmcalester.com

Thank you for your business!

McAlester City Council

AGENDA REPORT

TABLED FROM November 10, 2015 MEETING

Meeting Date:	November 24, 2015	**Item Number:**	9
Department:	City Manager		
Prepared By:	Peter Stasiak	**Account Code:**	
Date Prepared:	October 21, 2015	**Budgeted Amount:**	
		Exhibits:	1

Subject

Consider and act to provide written notice of termination of the Professional Services Agreements with EST, Inc. for Construction Management Services related to CIP #2, CIP#4, and CIP #4A.

Recommendation

Staff recommends written notice of termination be forwarded to EST, Inc.

Discussion

Approved By

		Initial	*Date*
Department Head			
City Manager	P. Stasiak	PJS	11-19-15

McAlester
THE GREAT AMERICAN EXPERIENCE
P.O. BOX 578 • 1ST & WASHINGTON • McALESTER, OKLAHOMA 74502 • 918 423-9300 • FAX 421-4971 • www.cityofmcalester.com

October 21, 2015

Re: Notice of Termination of Professional Services Agreements for City of McAlester, Oklahoma CIP# 2, CIP#4, and CIP# 4A.

Dear Sirs,

This letter will serve as formal written notice to terminate the professional services agreements between the City of McAlester, Oklahoma and EST, Inc., under contract paragraph 10.00 Termination. The City is currently investigating possible breach of multiple provisions of the subject agreement(s), as well as certain representations and/or omissions that have been made by EST, Inc. assigned personnel.

Questions have recently been raised about EST's comprehensive construction management services, more particularly services related to engineering oversight, construction compliance with contract plans and specifications, project management, daily on-site inspection, contract administration, materials sampling and testing, auditing, and other services promised under "Exhibit A" Scope of Services.

Pursuant to paragraph 11.00 Ownership of Documents, please immediately deliver copies of each and every document, in your possession or under your direction and control, related to the above referenced project(s) including but not limited to all correspondence (including email); your construction documents file; your job site orderly files including but not limited to: correspondence, reports, photographs, shop drawings, other submissions, and other related data; all work notes; memoranda; plans; drawings; specifications; intellectual property; change orders; progress reports; recommendations to the City; daily observation reports; or record of any kind, whether stored electronically or non-electronically.

Please also provide any document or record related to paragraph 17 of "Exhibit A" Scope of Services.

You are further advised that this letter does not waive any right under the subject agreement(s), or any recourse available to the City either in equity or at law, and that the City expressly reserves the same.

Sincerely,

Steve Harrison, Mayor

McAlester City Council

AGENDA REPORT

TABLED FROM NOVEMBER 10, 2015 MEETING

Meeting Date:	November 24, 2015	**Item Number:**	10
Department:	City Council		
Prepared By:	Steve Harrison, Mayor	**Account Code:**	
Date Prepared:	November 5, 2015	**Budgeted Amount:**	
		Exhibits:	1

Subject

Consider and act upon, a Resolution establishing a Ward Commission for the City of McAlester.

Recommendation

A motion to approve the establishment of a Ward Commission for the City of McAlester per the City Charter. he Charter provides that said Ward Commission shall consist of seven members, with each City Council person appointing one member and those six members, with the affirmative vote of at least four, choosing the seventh member who shall be chairman.

Discussion

This item was originally brought before the November 10th City Council Meeting. Due to the absence of a Super Majority required to cast a vote, it was tabled to be brought before this meeting.

Approved By

		Initial	*Date*
epartment Head			
City Manager	P. Stasiak	PJS	11-19-15

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING A WARD COMMISSION FOR THE CITY OF MCALESTER

* *

WHEREAS, the Charter for the City of McAlester provides for the establishment of a Ward Commission: and

WHEREAS, the Charter further provides that said Ward Commission shall consist of seven members, with each City Council person appointing one member and those six members, with the affirmative vote of at least four, choosing the seventh member who shall be Chairman.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, that:

SECTION 1: The Ward Commission is hereby established.

SECTION 2: The member appointed by each City Council person is as follows:

Councilman Smith: Primus Moore
Councilman Titsworth: Theresa Smith
Vice-Mayor Read: Jarred Phillips
Councilman Garvin: Frank Phillips
Councilman Barnett: Janet Hance
Councilman Karr: Roy Prince

PASSED and **APPROVED** this _____ day of November, 2015.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

ATTEST:

By:_____
Steve Harrison, Mayor

_____
Cora Middleton, City Clerk

Standards (GAAS) and Generally Accepted Governmental Auditing Standards (GAGAS). This audit should be completed within five and one-half months (5 1/2) after the end of the fiscal year. The Council shall, using competitive bidding, designate such accountant or firm for a period not to exceed three years, but the annual audit agreement or designation for any particular fiscal year shall be made no later than thirty (30) days after the beginning of such fiscal year."

/__/ For the Proposition

/__/ Against the Proposition

PROPOSITION IV

Shall Article 6 Section 6.04(1) of the Charter of the City of McAlester, Oklahoma be amended to read as follows:

"(1) Wards shall be equal in population except where deviations from equality result from the application of the provisions hereinafter set forth, but no such deviation may exceed five percent (5%) of the average population of a City Council ward, calculated by dividing the total city population_according to the most recent census by six (6). The calculations and population totals required herein shall exclude state, federal and private prison inmate populations, and any person serving a period of detention or confinement in any correctional facility in the city."

/__/ For the Proposition

/__/ Against the Proposition

PROPOSITION V

Shall Article 6 Sections 6.04(b)(3) and 6.04(c)(1) of the Charter of the City of McAlester, Oklahoma be amended to read as follows:

" (3) The City Council shall appoint the Commission no later than one year and five months before the first (1st) general election of the City Council after each federal decennial census, or no later than one year and five months before the first (1st) general election in a non-census year selected by the City Council upon a three-fourths (3/4) majority vote. The Commission's term shall end upon adoption of a ward plan, as set forth in § 6.04(c)."

and

"(1) Following each decennial census, or otherwise as provided in section 6.04(b)(3) above, the Commission shall consult the City Council and shall prepare a plan for dividing the City into wards for the election of Council members. In preparing the plan, the Commission shall be guided by the criteria set forth in § 6.04 (d). The report on the plan shall include a map and description of the wards recommended."

/__/ For the Proposition

/__/ Against the Proposition

SECTION 2. Such Propositions shall be by Proclamation signed by the Mayor and attested by the City Clerk setting forth the Propositions to be voted upon, the number and location of the polls and places, the hours of opening and closing the polls; the ballots shall set forth the Propositions to be voted upon substantially as set forth in SECTION 1 hereof; the returns of said election shall be made and canvassed by the County Election Board.

SECTION 3. That each Proposition submitted to the registered, qualified voters shall be considered a separation and distinct proposal, and the success or failure of any one Proposition shall not be dependent or affect the remaining Propositions so submitted or approved.

Council Chambers
Municipal Building
November 10, 2015

The McAlester Airport Authority met in Regular session on Tuesday November 10, 2015, at 6:00 P.M. after proper notice and agenda was posted November 6, 2015.

Present: Weldon Smith, Jason Barnett, Travis Read & Steve Harrison
Absent: Robert Karr, Buddy Garvin & John Titsworth
Presiding: Steve Harrison, Chairman

A motion was made by Mr. Smith and seconded by Mr. Read to approve the following:

- Approval of the Minutes from the October 27, 2015, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item C, regarding claims ending November 3, 2015. *(Toni Ervin, Chief Financial Officer)* in the amount of $ 5,049.58.

- Confirm action taken on City Council Agenda Item D, concur with the Mayor's reappointment of Dr. Michael Boyer to serve on the Airport Advisory Board for a term ending October 31, 2016. *(Steve Harrison, Mayor)*

- Confirm action taken on City Council Agenda Item E, concur with the Mayor's reappointment of Mr. Stephen Otis to serve on the Airport Advisory Board for a term ending October 31, 2016. *(Steve Harrison, Mayor)*

- Confirm action taken on City Council Agenda Item F, concur with the Mayor's reappointment of Mr. Mike Hogan to serve on the Airport Advisory Board for a term ending October 31, 2016. *(Steve Harrison, Mayor)*

- Confirm action taken on City Council Agenda Item G, concur with the Mayor's reappointment of Mr. Cecil Craig to serve on the Airport Advisory Board for a term ending October 31, 2016. *(Steve Harrison, Mayor)*

- Confirm action taken on City Council Agenda Item H, concur with the Mayor's reappointment of Mr. Carlton Bass to serve on the Airport Advisory Board for a term ending October 31, 2017. *(Steve Harrison, Mayor)*

- Confirm action taken on City Council Agenda Item I, concur with the Mayor's reappointment of Mr. David Verner to serve on the Airport Advisory Board for a term ending October 31, 2017. *(Steve Harrison, Mayor)*

- Confirm action taken on City Council Agenda Item J, concur with the Mayor's reappointment of Mr. Randy Walters to serve on the Airport Advisory Board for a term ending October 31, 2017. *(Steve Harrison, Mayor)*

- Confirm action taken on City Council Agenda Item K, concur with the Mayor's appointment of Mr. Brandon John to serve on the Airport Advisory Board for a term ending October 31, 2017. *(Steve Harrison, Mayor)*

- Confirm action taken on City Council Agenda Item 5, an ordinance amending Article II Discrimination, Section 58-26 through Section 58-97 of McAlester City Codes to bring Article II Discrimination into compliance with applicable state and federal law; repealing all conflicting ordinances, and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item 9, a Resolution establishing a Ward Commission for the City of McAlester. *(Steve Harrison, Mayor)*

There was no discussion, and the vote was taken as follows:

AYE: Trustees Smith, Barnett, Read & Chairman Harrison
NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority, Mr. Smith moved for the meeting to be adjourned, seconded by Mr. Read.

There was no discussion and the vote was taken as follows:

AYE: Trustees Smith, Barnett, Read & Chairman Harrison
NAY: None

Chairman Steve Harrison declared the motion carried.

_____
Steve Harrison, Chairman

ATTEST:

_____
Cora Middleton, Secretary

Council Chambers
Municipal Building
November 10, 2015

The McAlester Public Works Authority met in Regular session on Tuesday November 10, 2015, at 6:00 P.M. after proper notice and agenda was posted November 6, 2015.

Present: Weldon Smith, Jason Barnett, Travis Read & Steve Harrison
Absent: Robert Karr, Buddy Garvin & John Titsworth
Presiding: Steve Harrison, Chairman

A motion was made by Mr. Read and seconded by Mr. Smith to approve the following:

- Approval of the Minutes from the October 27, 2015, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*

- Approval of the Minutes from the November 2, 2015, Special Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item C, regarding claims ending November 3, 2015. *(Toni Ervin, Chief Financial Officer)* in the amount of $ 27,761.19.

- Confirm action taken on City Council Agenda Item M, authorizing the Mayor to sign the "Evidence of Tax Exempt Status" and "Sales Tax Exemption Certificate" for the Illinois Avenue Drainage Improvements project. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item N, authorizing the Mayor to sign the Smart Phone meter reading system agreement. This is the current company that does our meter reader's Handhelds contract. This is an upgrade in services and a savings in cost. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item O, authorization of payment to Carsentsen Construction, Inc., Contractor's Application for Payment #1, in the amount of $97,137.70, for the construction of road and infrastructure improvements related to CIP#4A and funded through the McAlester Public Works Authority Construction fund Series **2014** Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)Note: Previous request was for payment to be drafted from **2013** funding. Those funds have been depleted.*

- Confirm action taken on City Council Agenda Item P, authorization of payment to Carsentsen Construction, Inc., Contractor's Application for Payment #5, in the amount of $557,360.70, for the construction of road and infrastructure improvements related to CIP#4 and funded through the McAlester Public Works Authority Construction fund Series **2014** Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and*

*Public Works Director)Note: Previous request was for payment to be drafted from **2013** funding. Those funds have been depleted.*

- Confirm action taken on City Council Agenda Item Q, authorization of payment to T. McDonald Construction, Inc., Contractor's Application for Payment #12, in the amount of $364,325.68, for the construction of road and infrastructure improvements related to CIP#3 and funded through the McAlester Public Works Authority Construction fund Series 2014 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item R, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-14-06-12, in the amount of $ 9,040.50, for Construction Management and Resident Project Representative Services related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item 2, presentation and discussion of a Stormwater Utility Fee. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item 5, an ordinance amending Article II Discrimination, Section 58-26 through Section 58-97 of McAlester City Codes to bring Article II Discrimination into compliance with applicable state and federal law; repealing all conflicting ordinances, and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

- **TABLED FROM OCTOBER 27, 2015 MEETING:** Confirm action taken on City Council Agenda Item 6, to provide written notice of termination of the Professional Services Agreements with EST, Inc. for Construction Management Services related to CIP #2, CIP#4, and CIP #4A. *(Peter Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 7, to authorize the Mayor to sign a Resolution allowing the City Manager limited authority to approve certain construction contract change orders for purposes of efficiency, flexibility and economy. *(Joe Ervin, City Attorney)*

- Confirm action taken on City Council Agenda Item 8, the discussion and possible action to accept recommended goals and objectives for the City manager for FY2015-2016. *(Weldon Smith, Councilman Ward One)*

- Confirm action taken on City Council Agenda Item 9, a Resolution establishing a Ward Commission for the City of McAlester. *(Steve Harrison, Mayor)*

There was no discussion, and the vote was taken as follows:

AYE: Trustees Smith, Barnett, Read & Chairman Harrison.
NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority. Mr. Read moved for the meeting to be adjourned, and the motion was seconded by Mr. Smith. There was no discussion and the vote was taken as follows:

AYE: Trustees Smith, Barnett, Read & Chairman Harrison.
NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
October 27, 2015

The McAlester Retirement Trust Authority met in Regular session on Tuesday, October 27, 2015, at 6:00 P.M. after proper notice and agenda was posted October 22, 2015.

Present: John Titsworth, Robert Karr, Jason Barnett & Travis Read, Weldon Smith, Buddy Garvin, & Steve Harrison
Absent: None
Presiding: Steve Harrison, Chairman

A motion was made by Mr. Smith and seconded by Mr. Karr to approve the following:

- Approval of the Minutes from the September 22, 2015 Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk)*

- Approval of Retirement Benefit Payments for the Period of October, 2015. *(Toni Ervin, CFO)* in the amount of $ 83,677.57.

There was no discussion, and the vote was taken as follows:

AYE: Trustees Titsworth, Karr, Read, Smith, Barnett, Garvin & Chairman Harrison
NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority, Mr. Smith moved for the meeting to be adjourned, seconded by Mr. Karr. The vote was taken as follows:

AYE: Trustees Titsworth, Karr, Read, Smith, Barnett, Garvin & Chairman Harrison.
NAY: None

Chairman Harrison declared the motion carried.

Steve Harrison, Chairman

ATTEST:

Cora Middleton, Secretary