



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, May 12, 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

Captain Robert Daniels, Salvation Army

ROLL CALL

CEREMONY AND AWARDS

Employee of the Month for April, 2015 is Jered Weeks, Fire Department Driver Operator for the City of McAlester. (Steve Harrison, Mayor)

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 April 28, 2015, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for April 22, 2015 through May 5, 2015. *(Toni Ervin, Chief Financial Officer)*
- C. Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-14-06-06, in the amount of \$9,758.00 for Construction Management and Resident Project Representative Services related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- D. Consider and act upon, authorization of payment to T. McDonald Construction, Inc., Contractor's Application for payment #6, in the amount of \$124,014.26, for the construction of road and infrastructure improvements related to CIP#3 and funded through the McAlester Public Works Authority Construction fund Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- E. Consider and act upon, authorization of payment to McAlester News Capital & Democrat, Ad Number 05618346, in the amount of \$111.45, for publication of Advertisement for Bids related to CIP#1 and funded through the McAlester public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- F. Consider and act upon, authorization of payment to Carstensen Contracting, Inc., Contractor's Application for Payment #4, in the amount of \$563,450.62, for the construction of road and infrastructure improvements related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- G. Consider and act upon, authorization of payment to EST, Inc., Invoice #34410, in the amount of \$35,880.00, for Construction Management Services and Materials Testing Services related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

- H. Consider and act upon, awarding contract in the amount of \$11,050.00 dollars to Rave Mobile Safety for providing mass notification services. *(Shawn Smith – E911 Manager)*
- I. Consider and act upon, authorizing the Mayor to sign a Lease Agreement with the Boys and Girls Club of McAlester. *(Peter Stasiak, City Manager)*
- J. Consider and act upon, authorization of payment to Oklahoma Municipal League in the amount of \$305.00 for membership in the Mayors Council of Oklahoma. *(Steve Harrison, Mayor)*
- K. Accept and place on file the McAlester Main Street 3rd Quarter Report. *(Lacy Sudderth, Executive Director)*
- L. Consider and act upon, a personal Service Agreement with Quick Gro Erosion Control, LLC for haybailing on the Steven Taylor Industrial Park and Hwy 31, west of Indian Nation Turnpike in the amount of \$800.00. *(Mel Priddy, Community Services Director)*
- M. Ratify action taken at City Council Meeting, April 28, 2015, for approving the City of McAlester 2015/2016 5-Year Capital Improvement Plan. *(Peter Stasiak, City Manager)*
- N. Consider and act upon, the FOP, Lodge 97, 2015-2016 Contract. *(Peter Stasiak, City 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. 2501 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2014-15; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

SCHEDULED BUSINESS

- 1. Consider and act upon, an Ordinance amending Ordinance No. 2501 which established the budget for fiscal year 2014-2015; 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

2. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Carstensen Contracting, Inc. for the completion of CIP#1 Improvements along Seventeenth Street from Comanche Avenue to South Avenue. (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)

Executive Summary

The recommendation is to enter into an agreement with Carstensen Contracting, Inc. for a Total Bid equal to \$114,319.50, for the construction of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue.

3. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Holland Backhoe, Inc. for the Proposed Relocation of the 20-inch water main at Talawanda Lake. (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)

Executive Summary

Motion to approve and authorize the Mayor to sign a contract between the City of McAlester and Holland Backhoe, Inc. for the Proposed Relocation of the 20-inch water main at Talawanda Lake for a Total Bid Price of \$430,535.00.

4. Consider and act upon, Building Demolition & Site Clearance Contracts with Henry Moss of Moss Trucking in the sum of \$35,895.00; American Demolition & Site Services in the sum of \$12,627.00; and Timco Blasting & Coating in the sum of \$6,600.00. (*Leroy Alsup, Community and Economic Development Director*)

Executive Summary

Motion to authorize the Mayor to execute Building Demolition & Site Clearance Contracts with Henry Moss of Moss Trucking in the sum of \$35,895.00; American Demolition & site Services in the sum of \$12,627.00; and Timco Blasting & Coating in the sum of \$6,600.00.

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 April 28, 2015, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending May 5, 2015. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item M, to ratify and approve the City of McAlester 2015/2016 5-Year Capital Improvement Plan. *(Peter Stasiak, City Manager)*

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CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the April 28, 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 May 5, 2015. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item C, authorization of payment to Infrastructure Solutions Group, LLC., dba Mehlburger Brawley, Invoice # MC-14-06-06, in the amount of \$9,758.00 for Construction Management and Resident Project Representative Services related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item D, authorization of payment to T. McDonald Construction, Inc., Contractor's Application for payment #6, in the amount of \$124,014.26, for the construction of road and infrastructure improvements related to CIP#3 and funded through the McAlester Public Works Authority Construction fund Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item E, authorization of payment to McAlester news Capital & Democrat, Ad Number 05618346, in the amount of \$111.45, for publication of Advertisement for Bids related to CIP#1 and funded through the McAlester public Works Authority Construction Fund Series 2013 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 Carstensen Contracting, Inc., Contractor's Application for Payment #4, in the amount of \$563,450.62, for the construction of road and infrastructure improvements related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund

Series 2013 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 EST, Inc., Invoice #34410, in the amount of \$35,880.00, for Construction Management Services and Materials Testing Services related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item M, to ratify and approve the City of McAlester 2015/2016 5-Year Capital Improvement Plan. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2501 which established the budget for fiscal year 2014-2015; 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 2, authorizing the Mayor to sign a contract between the City of McAlester and Carstensen Contracting, Inc. for the completion of CIP#1 Improvements along Seventeenth Street from Comanche Avenue to South Avenue. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 3, authorizing the Mayor to sign a contract between the City of McAlester and Holland Backhoe, Inc. for the Proposed Relocation of the 20-inch water main at Talawanda Lake. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

ADJOURN MPWA

RECONVENE COUNCIL MEETING

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

The McAlester City Council met in a Regular session on Tuesday, April 28, 2015, at 6:00 P.M. after proper notice and agenda was posted, April 27, 2015 at 8:40 A.M.

Call to Order

Mayor Harrison called the meeting to order.

Councilman Garvin, gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

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

Staff Present: Peter J. Stasiak, City Manager; John Modzelewski, City Engineer/Public Works Director; Toni Ervin, Chief Financial Officer; Brett Brewer, Fire Chief; Leroy Alsup, Community & Economic Development Director; Shawn Smith, E911 Manager; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Recognition Awards

Mayor Harrison presented Ms. Alexandria (Lexie) Lerblance with a proclamation recognizing the award she had received from "The Prudential Spirit of Community Awards" for her volunteer efforts in co-founding a non-profit organization that had donated nearly \$20,000 worth of wigs and other head coverings for cancer patients.

He then presented Ms. Alana Wynn with a proclamation recognizing her as a "Distinguished Finalist" in "The Prudential Spirit of Community Awards" for her volunteer efforts in creating and implementing the "Red Cross Memorial Golf Tournament" in 2010 to honor the important volunteer work of the former chair of the local American Red Cross chapter. Ms. Wynn has raised nearly \$40,000 to support those who had lost the homes to tornadoes, floods and fire.

After the presentations each of the recipients briefly explained their projects.

Citizens Comments on Non-Agenda Items

Lacey Sudderth, Executive Director of McAlester Main Street addressed the Council informing them that McAlester's Downtown area had been listed in the National Register of Historical Places in March, 2015. Ms. Sudderth commented that she would continue working to get "Old Town" on the National Register also.

Consent Agenda

- A. Approval of the Minutes from the April 14, 2015, Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the April 14, 2015, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for April 8, 2015 through April 21, 2015. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$127,176.48; Parking Authority - \$132.29; Nutrition - \$1,501.65; Landfill Res./Sub-Title D - \$8,045.00; Tourism Fund - \$7,995.99; SE Expo Center - \$2,807.65; E-911 - \$7,953.04; Economic Development - \$1,442.60; Fleet Maintenance - \$20,512.79; Worker's Compensation - \$941.68; CIP Fund - \$78,995.15 and Technology Fund - \$31,100.00.
- D. Discussion and possible action, on approval of an agreement for mutual aid emergency medical services between Hughes County EMS and the McAlester Fire/EMS Department. *(Brett Brewer, Fire Chief)*
- E. Consider and act upon, authorization of payment to Poe and Associates, Inc. Invoice #0-102096-9578, in the amount of \$10,012.56 for Engineering Design Services related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John E. Modzelewski, P.E., City Engineer and Public Works Director)*
- F. Consider and act upon, receipt of permit No. WL000061150279 from the Oklahoma Department of Environment Quality (ODEQ) for the construction of 2,100 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the City of McAlester's 2014 CDBG project, which includes portions of Walker Avenue and Pine Street. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- G. Consideration and action, to accept a 2015 OSMPC Incentive Fund Award in the amount of \$204,504.33 from the Oklahoma Strategic Military Planning Commission and to authorize the execution and submittal of Invoice No. 20150428-001 to the Oklahoma Department of Commerce to draw down the \$204,504.33 of Funds. *(Leroy Alsup, Community & Economic Development Director)*

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, Titsworth, Karr, Garvin & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

Councilman Karr moved to open a Public Hearing to address one (1) Ordinance. The motion was seconded by Vice-Mayor Read. There was no discussion, and the vote was taken as follows:

AYE: Councilman Karr, Read, Titsworth, Garvin, Smith & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried and the Public Hearing was opened at 6:16 P.M.

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. 2501 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2014-15; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

There were no comments from the Council or audience 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, Karr, Garvin, Titsworth & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried and the Public Hearing was closed at 6:17 P.M.

Scheduled Business

1. Accept and place on file, the Status Report on the McAlester Public Works Authority's "Water System Operation and Maintenance Agreement" with Severn Trent Environmental Services, Inc. (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)

Executive Summary

Accept the Status Report on the McAlester Public Works Authority's "Water system Operation and Maintenance Agreement" with Severn Trent Environmental Services, Inc. for the months of January 2015 through March 2015.

A motion was made by Councilman Karr and seconded by Councilman Smith to accept the Status Report on the McAlester Public Works Authority's "Water System Operation and Maintenance Agreement" with Severn Trent Environmental Services, Inc.

Before the vote, Director Modzelewski addressed the Council explaining that this the regular time for the status report for the Water Treatment Plant. He then introduced Jake Walton, Severn Trent Project Manager.

Mr. Walton addressed the Council informing them that progress and improved operations were continuing at the Water Treatment Plant and many of the Capital items were being worked on while others were in the planning stages. He commented that the Maintenance Cap had reached 82% and they were requesting that funds from the Chemical Cap be transferred to Maintenance. He informed the Council that in January and February, the plant had a few violations that resulted in public notice but these issues were quickly identified and corrected and repairs were underway to help reduce the occurrence of those problems in the future.

After a brief discussion among the Council and Mr. Walton regarding the Motor Control Center and how moving funds from the Chemical Cap to the Maintenance Cap would affect the agreement the vote was taken as follows:

AYE: Councilman Karr, Smith, Garvin, Titsworth, Read & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

2. Consider and act upon, an Ordinance amending Ordinance No. 2501 which established the budget for fiscal year 2014-2015; 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.

ORDINANCE NO. 2535

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2501 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2014-15; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

A motion was made by Councilman Garvin and seconded by Councilman Karr to approve **ORDINANCE NO. 2535**, amending Fiscal Year 014-2015 Budget.

Before the vote, CFO Ervin addressed the Council reviewing the exhibits and explaining the amendment was to appropriate funds for the 2015 OSMPC Incentive Fund Award and to appropriate additional funds for the ISO compliant Generator for E-911.

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

AYE: Councilman Garvin, Karr, Smith, Tittsworth, Read & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried.

Vice-Mayor Read moved to approve the EMERGENCY CLAUSE. The motion was seconded by Councilman Karr and the vote was taken as follows:

AYE: Councilman Read, Karr, Smith, Tittsworth, Garvin & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried.

3. Consider and act upon, awarding bid in the amount of \$50,064.50, for one new and unused ISO Compliant 60kW Diesel Fueled Generator for 911 Center to Evans Enterprises, Inc. of Tulsa, Ok. (*Shawn Smith, E911 Manager*)

Executive Summary

Motion to approve the award of bid to Evans Enterprises, Inc.

A motion was made by Councilman Garvin and seconded by Vice-Mayor Read to approve awarding the bid in the amount of \$50,064.50, for one new and unused ISO Compliant 60kW Diesel Fueled Generator for 911 Center to Evans Enterprises, Inc. of Tulsa, Ok.

Before the vote, Shawn Smith, E911 Manager addressed the Council explaining that per the recommendation of the County 911 Oversight & Advisory Board, the City of McAlester had advertised for bid of a new ISO compliant diesel fuel generator for the 911 Center. She added that bids were opened on March 26, 2015 in the Council Chambers at City Hall and after reviewing the bids Staff recommended awarding the bid to Evans Enterprises, Inc.

After discussion, among the Council including Ms. Smith and Manager Stasiak concerning the type of fuel, where the generator would be placed and if installation was an additional cost the vote was taken as follows:

AYE: Councilman Garvin, Read, Smith, Tittsworth, Karr & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried.

4. Consider and act upon, a Memorandum of Understanding between the McAlester Public Works Authority and the Board of Education of Independent School District No. 80, Pittsburg County, Oklahoma that authorizes the release of funds derived from City Ordinance 2159, for the acquisition, construction or equipment of educational facilities. (*Peter Stasiak, City Manager*)

Executive Summary

Motion to approve the Memorandum of Understanding that conveys to ISDA80 the sum of \$129,814.30 to be used for the construction of a driveway behind Will Rogers Elementary School.

A motion was made by Councilman Garvin and seconded by Councilman Karr to approve a Memorandum of Understanding between the McAlester Public Works Authority and the Board of Education of Independent School District No. 80, Pittsburg County, Oklahoma that authorizes the release of funds derived from City Ordinance 2159, for the acquisition, construction or equipment of educational facilities, conveying to ISDA80 the sum of \$129,814.30.

Before the vote, Manager Stasiak addressed the Council explaining that the City was moving forward with CIP #4 and were in discussion on how to move the project along without affecting the schools. He commented that the first thought was a "Bonus Program". Manager Stasiak stated that while speaking with the School they indicated they were interested in a road from 13th Street to the Puterbaugh parking lot that would run behind Will Rogers Elementary. He added the road would allow traffic to flow behind the two (2) schools for dropping off and picking up of students.

There was discussion among the Council, Manager Stasiak, Director Modzelewski, Attorney Ervin and Superintendent Gore concerning when school would end for the summer, when enrollment would begin, how the Schools would use the drive, the road on the west side of Puterbaugh School, how the road/drive would be designed, possible drainage problems, how the road/drive would be closed when not in use and how it was legal to spend public funds for this type of project.

Mayor Harrison commented that the City was authorizing the use of \$129,814.30 from the 1/4¢ Education Sales Tax with the signing of the MOU.

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

AYE: Councilman Garvin, Karr, Smith, Titsworth, Read & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

5. 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#1). (*John C. Modzelewski, P.E., 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 \$47,470.00 to Repair Street Cuts; Repair and/or Replace Concrete Panels, Curbs and Gutters and Driveway Approaches (Miscellaneous Contract Project#1).

A motion was made by Councilman Garvin and seconded by Councilman Karr to authorize 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#1).

Before the vote, Director Modzelewski addressed the Council explaining that this would be to repair street cuts, curbs, gutters and repair or replace concrete panels as needed. He commented

that much of this would be for repairing streets after the Utility Maintenance Department had repaired or replaced water or sewer lines.

After a brief discussion among the Council and Director Modzelewski regarding who would inspect the work associated with this contract, the number of projects and actually establishing a rate for this type of work, the vote was taken as follows:

AYE: Councilman Garvin, Karr, Smith, Titsworth, Read & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried.

6. Consider and act upon, authorizing the Mayor to sign a Professional Services Agreement with EST, Inc., for Construction Management Services related to CIP#4 which includes a segment of South Avenue from a point, two hundred feet west of Strong Boulevard, to a point one hundred eighty feet east of Franklin Street. (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)

Executive Summary

Motion to approve authorizing the Mayor to sign a Professional Services Agreement with EST, Inc. to provide Construction Management Services related to CIP#4 which includes a segment of South Avenue from a point, two hundred feet west of Strong Boulevard, to a point one hundred eighty feet east of Franklin Street.

Vice-Mayor Read moved to authorize the Mayor to sign a Professional Services Agreement with EST, Inc., for Construction Management Services related to CIP#4 which includes a segment of South Avenue from a point, two hundred feet west of Strong Boulevard, to a point one hundred eighty feet east of Franklin Street. The motion was seconded by Councilman Smith.

Before the vote, Director Modzelewski addressed the Council commenting that at the last Council meeting CIP #4 had been approved and this would provide for Construction Management Services along the section of South Avenue. He added that staff had a good working relationship with EST, Inc.

After a brief discussion among the Council, Director Modzelewski and Jared Eddy regarding the number of projects that EST, Inc. was working on, if they had enough employees to handle another project and if there would be any sub-contractors involved in this project, the vote was taken as follows;

AYE: Councilman Read, Smith, Titsworth, Karr, Garvin & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried.

7. Determination of project for Community Development Block Grant (CDBG) funding. This funding is available through the (CDBG) 2015 State Small Cities Program. (*Peter Stasiak, City Manager*)

Executive Summary

It is recommended that the Mayor and City Council of the City of McAlester approve the staff recommendation to develop a water and or sewer line replacement project in the North Town area.

A motion was made by Councilman Garvin and seconded by Councilman Karr to approve the staff recommendation to develop a water and or sewer line replacement project in the North Town area.

Before the vote, Manager Stasiak explained that Millie Vance, who did the CDBG Grant administration for the City was present to review what eligible projects could be and the time line that the Grant application needed to follow.

After a brief review and discussion of eligible projects, requirements for the areas where those projects could be done and the Grant application schedule, the vote was taken as follows:

AYE: Councilman Garvin, Karr, Read, Smith, Titsworth & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

New Business

Manager Stasiak addressed the Council explaining that the adoption of the CIP, as required by the Charter, had been missed. He stated that the other requirements had been met and tonight he was requesting that this matter be considered under new business.

Attorney Ervin stated that this matter did meet the requirements for new business.

After a brief discussion regarding the inclusion of the additions from the previous meetings, if this was the final step and how these funds were to be used, a motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve RESOLUTION NO. 15-04, adopting the Capital Improvement Program for 2015/2016-2019/2020.

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

AYE: Councilman Read, Smith, Karr, Garvin, Titsworth & 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 this months' sales tax was back on track and what they had thought the problem with last months receipts did seem to be the snow storm. He asked that any comments or questions that the Council had on the proposed Operating Budget be forwarded to him. He commented that he anticipated having information on refunding by tomorrow and there may be the need for a Special meeting next Monday or Tuesday. He reported that the City

would be opening bids on the completion of CIP #1 next Tuesday and CIP #2 would be completed next week and the contractor would be moving to 6th Street. He added that CIP #3 was moving on schedule.

Remarks and Inquiries by City Council

Councilman Garvin stated that on May 12, 2015, the city would award the contract for the water line relocation at Talawanda Lake.

Councilman Karr, Read, Titsworth and Smith did not have any comments for the evening.

Mayor's Comments and Committee Appointments

Mayor Harrison did not have any comments for the evening.

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 Councilman Karr.

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

AYE: Councilman Smith, Karr, Garvin, Titsworth, Read & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 7:20 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:22 P.M.

Councilman Garvin moved to recess the Regular Meeting for an Executive Session in accordance with Title 25, Sec. 307.B. 4, for Confidential communications between a public body and its attorney concerning pending investigations, claims, or actions, more particularly: City of McAlester vs Randy Green (suit); City of McAlester vs Austin Paving (claim); Leflore-Mills vs City of McAlester (suit); Simpson vs City of McAlester (suit); Two way properties vs City of McAlester (suit); and IAFF vs PERB and City of McAlester (suit). The motion was seconded by Councilman Karr and the vote was taken as follows:

AYE: Councilman Garvin, Karr, Smith, Titsworth, Read & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried and the Regular Meeting was recessed at 7:23 P.M.

Executive Session

Recess into Executive Session in compliance with Section Title 25 Section 307 B.4 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:
 - City of McAlester vs Randy Green (suit)
 - City of McAlester vs Austin Paving (claim)
 - Leflore-Mills vs City of McAlester (suit)
 - Simpson vs City of McAlester (suit)
 - Two way properties vs City of McAlester (suit)
 - IAFF vs PERB and City of McAlester (suit)

Reconvene into Open Session

The Regular Meeting was reconvened at 8:03 P.M. Mayor Harrison reported that the Council had recessed the Regular Meeting for an Executive Session in accordance with Title 25, Sec. 307.B. 4, for Confidential communications between a public body and its attorney concerning pending investigations, claims, or actions, more particularly: City of McAlester vs Randy Green (suit); City of McAlester vs Austin Paving (claim); Leflore-Mills vs City of McAlester (suit); Simpson vs City of McAlester (suit); Two way properties vs City of McAlester (suit); and IAFF vs PERB and City of McAlester (suit). Only those matters were discussed, no action was taken and the Council returned to open session at 8:03 P.M., and this constituted the Minutes of the Executive Session.

Adjournment

There being no further business to come before the Council, Councilman Garvin 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 Garvin, Smith, Titsworth, Read, Karr & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 8:03 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

April 22, 2015

Thru

May 5, 2015

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	BENNY BROOKS	I-201505047370	01 -5431331	EMPLOYEE TRAV BENNY BROOKS: TRAVEL EXP-FF II	073694	307.02
	BENNY BROOKS	I-201505047371	01 -5431331	EMPLOYEE TRAV BENNY BROOKS: TRAVEL EXP-FF II	073695	294.40
	JAMES SCHULZ	I-201505047372	01 -5652331	EMPLOYEE TRAV JAMES SCHULZ: TRAVEL EXP-CODE	073696	167.32
01-A00026	AT & T LONG DISTANCE					
		I-201504217333	01 -5215315	TELEPHONE UTI PHONE EXP-LOONG DISTANCE	073631	66.10
01-A00028	"A" PLUS LAWN SERVICE					
		I-471859	01 -5542308	CONTRACTED SE CONTRACT MOWING	073697	1,250.00
01-A00199	ADAPCO, INC.					
		I-100769	01 -5542206	CHEMICALS CHEMICALS FOR MOSQUITO SP	073699	3,880.00
01-A00267	AIRGAS, INC					
		I-9038287013	01 -5432203	REPAIR & MAIN FMS OXYGEN & SUPPLIES	073700	155.52
		I-9038323216	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	073700	32.22
		I-9038323217	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	073700	24.18
		I-9038620386	01 -5542203	REPAIRS & MAI WELDING SUPPLIES	073700	112.99
		I-9926053572	01 -5432203	REPAIR & MAIN FMS OXYGEN & SUPPLIES	073700	442.57
01-A00362	VYVE BROADBAND					
		I-201504217338	01 -5547328	INTERNET SERV INTERNET SVS-OAKHILL CEMETERY	073632	61.07
		I-201504217339	01 -5431328	INTERNET SERV INTERNET SVS-FIRE STATION #2	073632	58.43
		I-201504287344	01 -5431328	INTERNET SERV INTERNET SVS-FIRE EMER RESP CO	073669	44.90
		I-201504287344	01 -5865328	INTERNET SERV INTERNET SVS-CENTRAL GARAGE	073669	83.85
01-A00500	AMERICAN MUNICIPAL SERV					
		I-24569	01 -2105	COLLECTION AG COURT COLLECTION FEES-MAR 2015	073702	9,601.11
01-A00751	ATWOODS					
		C-2503/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	073704	769.99-
		I-2532/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	073704	154.71
		I-2534/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	073704	112.18
		I-2538/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	073704	26.21
		I-2542/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	073704	65.96
		I-2547/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	073704	56.89
		I-2552/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	073704	453.95
01-B00089	BANK OF OKLAHOMA					
		I-5085953	01 -5547300	CONTRACTED SE CEM CARE FUND ADMIN FEE	073706	368.04
01-B00180	UNION IRON WORKS, INC.					
		I-S1854199.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073708	13.76
		I-S1854313.001	01 -5540203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	073708	67.31
		I-S1854417.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073708	71.12
		I-S1855324.001	01 -5540203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	073708	60.81
		I-S1855962.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073708	11.02
		I-S1856530.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073708	7.12

VENDOR	NAME	ITEM #	G/I ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00046	C D W GOVERNMENT, INC					
	I-VD48171	01 -5225401	COMPUTER TECH LAPTOPS FOR PD	073711	1,866.00	
01-C00149	CANON FINANCIAL SERVICE					
	I-14837533	01 -5215312	EQUIPMENT REN MONTHLY COPIER LEASE	073671	673.50	
01-C00320	CENTERPOINT ENERGY AKKL					
	I-201504287345	01 -5215314	GAS UTILITY GAS EXP-FIRE EMER RESP COM	073672	138.32	
01-C00431	CHIEF SUPPLY CO					
	I-265126	01 -5320202	OPERATING EXP METH DETECTION KITS	073713	359.39	
	I-266285	01 -5371207	CLOTHING ALLO BULLET PROOF VESTS	073713	4,054.82	
	I-267223	01 -5321202	OPERATING SUP WINDOW TINT METERS	073713	159.49	
01-C00667	HESSEL HOLDING CO. dba					
	I-1508668	01 -5865204	SMALL TOOLS TOOL FOR LIFTING MANHOLES	073714	166.06	
01-C00840	CRAWFORD & ASSOCIATES P					
	I-8923	01 -5215302	CONSULTANTS SPEC PJT-UB&C	073715	1,774.40	
01-D00097	DASH MEDICAL GLOVES, IN					
	I-INV0924275	01 -5432202	OPERATING SUP RMS MEDICAL SUPPLIES	073716	307.60	
	I-INV0924306	01 -5321202	OPERATING SUP GLOVES FOR POLICE	073716	567.20	
01-D00402	DIAMOND TROPHY & ENGRAV					
	I-20150419	01 -5210202	OPERATING SUP AWARD FOR MCAAP EVENT	073718	79.95	
01-D00540	DOLESE BROTHERS					
	I-AG15042137	01 -5865218	STREET REPAIR CRUSHER ROCK & CHIPS	073719	481.48	
	I-AG15042744	01 -5865218	STREET REPAIR CRUSHER ROCK & CHIPS	073719	987.33	
	I-AG15043408	01 -5865218	STREET REPAIR CRUSHER ROCK & CHIPS	073719	91.77	
	I-AG15043996	01 -5865218	STREET REPAIR CRUSHER ROCK & CHIPS	073719	2,015.15	
	I-AG15044689	01 -5865218	STREET REPAIR CRUSHER ROCK & CHIPS	073719	676.36	
	I-AG15045461	01 -5865218	STREET REPAIR CRUSHER ROCK & CHIPS	073719	1,988.25	
	I-AG15046066	01 -5865218	STREET REPAIR CRUSHER ROCK & CHIPS	073719	853.31	
01-D00730	DUB ROSS CO.					
	I-0091288-IN	01 -5865218	STREET REPAIR STORM DRAIN FOR REPAIRS	073720	1,875.00	
01-E00266	ERVIN & ERVIN ATTORNEYS					
	I-201504307352	01 -5214302	CONSULTANTS CONTRACT LEGAL SVS-MAY 2015	073648	3,125.00	
	I-4-22-2015	01 -5214302	CONSULTANTS LEGAL FEES	073638	1,695.00	
01-F00020	FAITH MARKETING Solutio					
	I-0014007471	01 -5321332	COMMUNITY SER SUPPLIES FOR COM SVS OFF1	073721	202.47	
01-F00141	FIRE STORE					
	I-E1322264	01 -5431203	REPAIRS & MAI FIRE HELMETS	073722	665.96	
	I-E1333056	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	073722	18.30	

PACKET: 12759 CLAIMS FOR 05/12/2015

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/I. ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00141	FIRE STORE		continued			
		I-E1334042	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	073722	22.28
		I-E1335417	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	073722	182.95
01-G00130	GALT'S, AN ARAMARK CO.,					
		I-003417596	01 -5321202	OPERATING SUP POLICE SUPPLIES	073724	426.06
		I-BC0146639	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	073724	237.96
01-G00490	GRISOM IMPLEMENT INC					
		I-470599	01 -5544339	VEHICLE/EQUIP MOWER BLADES	073727	278.88
		I-471763	01 -5544339	VEHICLE/EQUIP MOWER BLADES	073727	28.26
		I-471831	01 -5321325	FIRING RANGE TRIMMER FOR FIRING RANGE	073727	322.98
01-G00494	GT DISTRIBUTORS, INC					
		I-INV0529930	01 -5321207	CLOTHING ALLO (4) GLOCK PISTOLS	073728	1,389.60
01-H00075	HARRIS CONSTRUCTION SER					
		I-468188	01 -5865218	STREET REPAIR HAULING FEE	073730	4,946.84
01-H00223	HOPKINS PROPANE					
		I-77305	01 -5865212	FUEL EXPENSE DIESEL FUEL-STREETS	073731	3,900.00
01-T00049	IDEAL CLEANING					
		I-201505027363	01 -5540308	CONTRACTED SE MONTHLY CLEANING SVS-AP 2015	073732	1,515.00
01-I00110	IMPRESS OFFICE SUPPLY					
		I-037475	01 -5215202	OPERATING SUP OFFICE SUPPLIES	073733	6.00
01-I00224	INTERNATIONAL CODE COUN					
		I-14-02030	01 -5652202	OPERATING SUP CODE ENFORCEMENT GUIDES	073734	141.00
01-J00121	JAMESCO ENTERPRISES, I.I.					
		I-10573	01 -5431202	OPERATING SUP JANITORIAL SUPPLIES	073736	35.00
		I-10627	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	073736	1,013.16
01-J00494	AUTO ELECTRIC SALES/GPS					
		I-50938	01 -5225401	COMPUTER TECH COMPUTER MOUNT FOR VEHICL	073739	234.63
01-K00185	KENNEDY EYE CARE, LLC					
		I-19542	01 -5653213	SAFETY EXPENS PRESCRIPTION SAFETY GLASS	073740	161.00
01-L00067	COMPLIANCE RESOURCE GRO					
		I-043367	01 -5653348	DRUG TESTING/ RANDOM DRUG TEST FEE	073741	50.00
		I-043419	01 -5653348	DRUG TESTING/ RANDOM DRUG TEST FEE	073741	50.00
01-L00078	LAMBERT MECHANICAL INC					
		I-150222	01 -5548316	REPAIRS & MAI A/C REPAIRS @ LIBRARY	073742	780.48
01-L00380	LOCKE SUPPLY CO.					

PACKET: 12759 CLAIMS FOR 05/12/2015

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/I. ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00380	LOCKE SUPPLY CO.	continued				
	I-25621383-00	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073744	164.69
	I-25622284-00	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073744	142.05
	I-25632242-00	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073744	164.50
	I-25640155-00	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073744	32.09
01-L00428	LOWE'S CREDIT SERVICES					
	I-02542	01	-5865203	REPAIR & MAIN MISC MAINT & REPAIR ITEMS	073745	28.47
	I-02553	01	-5865203	REPAIR & MAIN MISC MAINT & REPAIR ITEMS	073745	121.60
	I-06243	01	-5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	073745	20.36
	I-9009590	01	-5210480	CONTINGENCY GENERATOR FOR TRAILER	073745	366.79
	I-901839	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073745	292.58
	I-902506	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073745	27.52
	I-905245	01	-5431203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073745	137.60
	I-906908	01	-5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	073745	31.13
01-M00280	MEGAPATH					
	I-6492395	01	-5215315	TELEPHONE UTI PHONE EXP-LONG DISTANCE	073673	417.39
01-M00470	MILLER BROTHERS ENTERPR					
	I-39574-06	01	-5548316	REPAIRS & MAI MISC REPAIRS	073747	310.00
	I-39586-06	01	-5548316	REPAIRS & MAI MISC REPAIRS	073747	165.00
01-M00487	MILLER OFFICE EQUIPMENT					
	I-MCA367724	01	-5215312	EQUIPMENT REN MONTHLY COPIER SVS-5/15	073748	90.00
	I-MCA367768	01	-5215312	EQUIPMENT REN MARCH COPIER OVERAGE	073748	207.99
	I-MCA367769	01	-5215312	EQUIPMENT REN MONTHLY COPIER SVS-5/15	073748	418.70
01-M00541	MMD SITE SERVICES, LLC					
	I-749	01	-5542203	REPAIRS & MAI DOORS FOR POOL, CHEM ROOM	073749	1,482.00
01-M00570	MOORE MEDICAL CORP.					
	I-985846031	01	-5432202	OPERATING SUP EMS SUPPLIES	073750	518.73
	I-986242281	01	-5432202	OPERATING SUP EMS SUPPLIES	073750	742.93
01-MC0095	RICK MCFADDEN					
	I-002737	01	-5215323	DAMAGES FENCE REPAIRS 9TH ST	073752	300.00
01-MC0098	MCAFFEE & TAFT					
	I-453886	01	-5214302	CONSULTANTS LEGAL FEES	073753	144.00
	I-453887	01	-5210302	CONSULTANTS/L LEGAL FEES-IAFF	073753	240.00
	I-453888	01	-5210302	CONSULTANTS/L LEGAL FEES-FOP	073753	3,637.22
	I-453889	01	-5210302	CONSULTANTS/L LEGAL FEES-FOP	073753	5,029.00
	I-453890	01	-5210302	CONSULTANTS/L LEGAL FEES-IAFF	073753	1,853.30
	I-453891	01	-5210302	CONSULTANTS/L LEGAL FEES-FOP	073753	6,608.23
01-MC0140	MCAFFEE PATNT & SUPPL					
	I-00104776	01	-5543202	OPERATING SUP LIFE GUARD SUPPLIES	073755	435.60
	I-00104930	01	-5543206	CHEMICALS CHLORINE FOR POOLS	073755	834.81

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0226	MC DONALDS RESTURANT					
	I-4/24/2015	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	073756	9.00	
	I-4/25/2015	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	073756	10.00	
01-N00061	NATIONAL FIRE PROTECTIO					
	I-6415376X	01 -5431330	DUES & SUBSCR SUBSCRIPTION FEE	073757	1,395.00	
01-N00250	MCALESTER NEWS CAPITAL					
	I-05618035	01 -5542202	OPERATING SUP ADVERTISING FEE-MAYDAILING	073759	50.46	
	I-05618331	01 -5652317	ADVERTISING & PUBLICATION FEE	073759	61.38	
	I-05618389	01 -5215202	OPERATING SUP BID AD FEES	073759	32.73	
	I-05618401	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	073759	157.45	
	I-05618410	01 -5652317	ADVERTISING & PUBLICATION FEE	073759	163.76	
	I-05618431	01 -5212317	ADVERTISING & COUNCIL PUBLICATION FEES	073759	35.20	
	I-05618432	01 -5212317	ADVERTISING & COUNCIL PUBLICATION FEES	073759	32.80	
	I-05618433	01 -5212317	ADVERTISING & COUNCIL PUBLICATION FEES	073759	37.45	
	I-APRIL 2015	01 -5653317	ADVERTISING & PUBLICATION FEE-MISC JOBS	073759	73.44	
01-000075	O'REILLY AUTO PARTS					
	I-0230-280868	01 -5431203	REPAIRS & MAINTENANCE AUTO PARTS	073764	24.92	
01-000274	OKLA CONSTRUCTION INDUS					
	I-00146071-2015	01 -5652330	DUES & SUBSCR LICENSE RENEWAL-ESTRADA	073766	35.00	
01-000358	OKLA ST DEPT OF HEALTH					
	I-14-01972	01 -5432330	DUES & SUBSCR EMS LICENSE RENEWALS	073769	432.50	
01-000520	OIL-OK INDEPENDENT LIVI					
	I-042015-2010/2011	01 -5101355	OIL-OK FOR IN CONTRACT WITH OIL	073770	2,000.00	
01-000530	OML-OK MUNICIPAL LEAGUE					
	I-056397	01 -5214330	DUES & SUBSCR MEMBERSHIP FEE	073771	35.00	
	I-14-01031	01 -5214331	EMPLOYEE TRAV TRAVEL EXP-OMLA CONF	073771	150.00	
01-P00242	PETER STASIAK					
	I-201505027364	01 -5210331	EMPLOYEE TRAV TRAVEL EXP- MCAFEE & TAFT MTG	073776	160.98	
	I-201505027365	01 -5210331	EMPLOYEE TRAV TRAVEL EXP- MCAFEE & TAFT MTG	073776	108.08	
01-P00250	PETTY CASH					
	I-201505057373	01 -5653331	EMPLOYEE TRAV TRAVEL EXP-WORK COMP DEPOSITIO	073777	14.67	
	I-201505057373	01 -5321212	FUEL EXPENSE FUEL EXP-CARD EXPIRED	073777	25.00	
	I-201505057373	01 -5101202	OPERATING SUP COUNCIL MTG EXP	073777	60.00	
	I-201505057373	01 -5213331	EMPLOYEE TRAV TRAVEL EXP-OSP TRAINING	073777	160.20	
	I-201505057373	01 -5865202	OPERATING SUP VEHICLE TAG EXP	073777	14.65	
	I-201505057373	01 -5544202	OPERATING SUP VEHICLE TAG EXP	073777	14.65	
	I-201505057373	01 -5653202	OPERATING SUP VEHICLE TAG EXP	073777	14.65	
	I-201505057373	01 -5213331	EMPLOYEE TRAV TRAVEL EXP-MUN JUDGE CONF	073777	262.60	
	I-201505057373	01 -5101202	OPERATING SUP COUNCIL MTG EXP	073777	55.00	
	I-201505057373	01 -5321331	EMPLOYEE TRAV TRAVEL EXP-CLEET TRAINING	073777	49.57	

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00250	PETTY CASH	continued				
		I-201505057373	01 -5212331	EMPLOYEE TRAV SUPPLIES FOR MC&T TRAINING	073777	158.07
01-P00329	PITSTOP	I-6751	01 -5542203	REPAIRS & MAI KEYS	073778	30.00
01-P00337	PITTS COUNTY CRIMINAL J	I-201505027366	01 -5213335	COUNTY INCARC INCARCERATION FEE-MAR 2015	073779	8,220.00
01-P00546	PUBLIC AGENCY TRAINING	I-192676	01 -5321331	EMPLOYEE TRAV TRAINING FEES-ARMORED COU	073782	950.00
01-P00560	PUBLIC SERVICE/AEP	I-201504287346	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-PAVILION@KOMAR PK	073674	40.81
		T-201504287346	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-KOMAR PARK	073674	65.32
		T-201504287346	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-FIRE EMER RESP	073674	598.46
		I-201504287346	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-PD/NARC	073674	68.76
		I-201504287346	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-1016 S SOUTH	073674	199.24
01-Q00017	JOSHUA HASS dba QUALITY	T-004292	01 -5542203	REPAIRS & MAI TRASH BAGS FOR PARKS	073783	637.50
01-R00210	RED RIVER SPECIALIST, I	I-505787	01 -5542206	CHEMICALS CHEMICAL FOR PARKS	073785	4,000.00
01-R00498	DICKIE WOODRUFF dba PAT	T-14-01912	01 -5542316	REPAIRS & MAI LABOR TO REPAIR SHELVING	073788	300.00
		I-14-01980	01 -5543316	REPAIRS & MAI LABOR TO PAINT JEFF LEE P	073788	1,200.00
		I-14-01993	01 -5543316	REPAIRS & MAI LABOR TO PAINT @HUTCHISON	073788	400.00
01-S00189	SECURITY BANK CARD CENT	I-7744-APRIL 2015	01 -5652331	EMPLOYEE TRAV OBC CONF FEE-CODES	073792	178.01
		I-7744-APRIL 2015	01 -5652331	EMPLOYEE TRAV TRAVEL EXP-CODES CLASS OCFA	073792	200.69
		I-7744-APRIL 2015	01 -5211331	EMPLOYEE TRAV TRAVEL EXP-TAFF	073792	8.09
		I-7744-APRIL 2015	01 -5211331	EMPLOYEE TRAV TRAVEL EXP-TAFF	073792	26.65
01-S00190	SECURITY SYS. & ENG. IN	I-30124	01 -5321308	CONTRACTED SE QFLY ALARM MONITORING	073793	45.00
		I-30125	01 -5320308	CONTRACTED SE QFLY ALARM MONITORING	073793	45.00
		I-30126	01 -5321325	FIRING RANGE QFLY ALARM MONITORING	073793	45.00
01-S00444	SOUTHEAST DESIGN	I-361431	01 -5543202	OPERATING SUP LIFEGUARD TANKS	073794	184.00
01-S00642	SPECIAL OPS UNIFORMS, I	I-760937	01 -5321207	CLOTHING ALLO CLOTHING ALLOW-NEW RECRUI	073795	26.99
01-S00726	STAPLES ADVANTAGE	I-02952	01 -5321202	OPERATING SUP CHAIRS FOR OFFICER RPT RM	073797	687.84

PACKET: 12759 CLAIMS FOR 05/12/2015

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/I. ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00726	STAPLES ADVANTAGE		continued			
		I-11164	01 -5225401	COMPUTER TECH MISC COMPUTER SUPPLIES	073797	303.74
		I-11276	01 -5321202	OPERATING SUP CHAIR FOR POLICE DEPT	073797	489.79
		I-12265	01 -5225401	COMPUTER TECH MISC COMPUTER SUPPLIES	073797	129.99
01-S00956	SWANK MOTION PICTURES,					
		I-RG2046872	01 -5215202	OPERATING SUP MOVIE RENTAL FEES	073799	276.00
		I-RG2046875	01 -5215202	OPERATING SUP MOVIE RENTAL FEES	073799	301.00
01-T00010	T. H. ROGERS LUMBER CO.					
		I-501844	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	073800	49.43
		I-502312	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	073800	3.00
01-W00040	WALMART COMMUNITY BKC					
		I-002394	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	073806	210.44
		I-009508	01 -5210202	OPERATING SUP BREAKROOM SUPPLIES	073806	61.83
		I-02500	01 -5210202	OPERATING SUP BREAKROOM SUPPLIES	073806	9.16
		I-06765	01 -5431329	PROMOTIONAL FIRE PROMOTIONAL SUPPLIES	073806	14.22
		I-07942	01 -5320202	OPERATING EXP OPERATING SUPPLIES	073806	40.66
01-W00195	WELDON PARTS INC.					
		I-1454096-00	01 -5431203	REPAIRS & MAT TRUCK REPAIR PART	073810	143.10
		I-1458899-00	01 -5431203	REPAIRS & MAT TRUCK REPAIR PART	073810	56.70
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1837898.002	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073811	23.16
		I-S1889790.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073811	50.08
		I-S1890288.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073811	430.34
		I-S1891235.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073811	253.38
		I-S1891353.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	073811	65.30
			FUND 01	GENERAL FUND	TOTAL:	109,899.92

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VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	C/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00103	ACCURATE LABS & MINING					
		I-SU21966	02 -5973304	LAB TESTING LAB SUPPLIES-WWM	073698	1,426.78
01-A00362	VYVE BROADBAND					
		I-201504287344	02 -5973328	INTERNET SERV INTERNET SVS-WWTP	073669	69.56
01-A00582	AT&T					
		I-201504287348	02 -5267315	TELEPHONE UTI INTERNET SVS-CITY HALL	073670	1,414.50
01-A00751	ATWOODS					
		I-2566/9	02 -5216202	OPERATING SUP METER READER SUPPLIES	073704	19.99
01-B00180	UNION IRON WORKS, INC.					
		I-S1854808.001	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	073708	7.80
		T-S1855895.001	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	073708	9.48
01-C00320	CENTERPOINT ENERGY AKKL					
		I-201504287345	02 -5267314	GAS UTILITY GAS EXP-CENTRAL GARAGE	073672	122.39
		I-201504287345	02 -5267314	GAS UTILITY GAS EXP-WWTP	073672	23.24
01-C00840	CRAWFORD & ASSOCIATES P					
		T-8923A	02 -5267302	CONSULTANTS SPEC PJT-UB&C	073715	1,923.10
		I-8923B	02 -5267302	CONSULTANTS CONSULTANT FEES	073715	856.45
01-D00540	DOLESE BROTHERS					
		I-AG15042136	02 -5975218	STREET REPAIR CRUSHER ROCK FOR REPAIRS	073719	356.69
		T-AG15042743	02 -5975218	STREET REPAIR CRUSHER ROCK FOR REPAIRS	073719	922.05
		I-AG15043407	02 -5975218	STREET REPAIR CRUSHER ROCK FOR REPAIRS	073719	2,805.11
		I-AG15043995	02 -5975218	STREET REPAIR CRUSHER ROCK FOR REPAIRS	073719	592.00
01-H00016	HD SUPPLY WATERWORKS, L					
		T-D780424	02 -5216202	OPERATING SUP METER READING TOOL	073729	192.00
01-H00075	HARRIS CONSTRUCTION SER					
		I-468188-1	02 -5975218	STREET REPAIR ROCK HAULING FEE	073730	4,970.39
01-I00110	IMPRESS OFFICE SUPPLY					
		I-037464	02 -5216202	OPERATING SUP UB&C DOOR HANGERS	073733	421.94
01-K00210	KIAMICHI ELECTRIC COOP.					
		I-201504217335	02 -5267313	ELECTRIC UTIL ELECTRIC EXP-HEREFORD LN	073634	454.16
01-M00610	MOTION INDUSTRIES, INC.					
		I-OK06-149021	02 -5973203	REPAIRS & MAI PARTS FOR WWM WEST PLANT	073751	1,921.46
01-O00275	OKLA DEPT OF COMMERCE					
		I-052015-#8908	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	073768	1,145.83
01-P00040	PACE ANALYTICAL SERVICE					

FUND : 02 MFWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00040	PACF ANALYTICAL SERVICE	continued				
	I-157518465	02	-5973304	LAB TESTING MONTHLY LAB TESTING FEE	073774	137.00
	I-157518466	02	-5973304	LAB TESTING MONTHLY LAB TESTING FEE	073774	191.47
01-P00250	PETTY CASH					
	T-201505057373	02	-5871202	OPERATING SUP REIMB OFFICE EXP	073777	2.18
	I-201505057373	02	-5871331	EMPLOYEE TRAV TRAVEL EXP-GIS MTG	073777	27.73
	I-201505057373	02	-5975202	OPERATING SUP VEHICLE TAG EXP	073777	31.75
01-P00452	PRIMARY STRUCTURE, INC.					
	I-042815	02	-5975230	SEWER MAIN RE MANHOLE FOR GREEN MEADOWS	073781	1,177.00
01-P00560	PUBLIC SERVICE/AEP					
	I-201504217332	02	-5267313	ELECTRIC UTIL ELECTRIC EXP-5200 WATERWORKS	073635	121.64
01-Q00035	QUILL OFFICE SUPPLIES					
	I-3344660	02	-5267202	OPERATING SUP INK & TONER FOR PRINTERS	073784	604.31
01-S00184	SECURITY BANK CARD CENT					
	I-7744-APRIL 2015	02	-5871330	DUES & SUBSCR AWWA MEMBERSHIP FEE	073792	205.00
	I-7744-APRIL 2015	02	-5973330	DUES & SUBSCR LAB MANUAL - WWM	073792	231.00
01-S00726	STAPLES ADVANTAGE					
	I-10300	02	-5267202	OPERATING SUP OFFICE SUPPLIES	073797	19.78
	I-3260687215	02	-5267202	OPERATING SUP OFFICE SUPPLIES	073797	4.00
	I-3262973006	02	-5267202	OPERATING SUP INK FOR ALL PRINTERS	073797	324.98
	I-3262973007	02	-5267202	OPERATING SUP OFFICE SUPPLIES	073797	208.64
	I-3262973009	02	-5267202	OPERATING SUP COPY PAPER FOR CITY HALL	073797	479.84
01-U00051	UTILITY SUPPLY CO., INC					
	I-083778	02	-5975211	WATER METERS WATER METERS	073803	787.10
	I-083779	02	-5975211	WATER METERS WATER METERS	073803	357.03
	I-083780	02	-5975211	WATER METERS WATER METERS	073803	105.30
	I-083781	02	-5975211	WATER METERS WATER METERS	073803	408.53
	I-083782	02	-5975209	UTILITY MAINT REPAIR & MAINT SUPPLIES	073803	210.86
	I-083783	02	-5975209	UTILITY MAINT REPAIR & MAINT SUPPLIES	073803	340.00
	I-084010	02	-5975209	UTILITY MAINT REPAIR & MAINT SUPPLIES	073803	410.32
	I-084011	02	-5975209	UTILITY MAINT WATER METER SUPPLIES	073803	331.00
01-U00128	UNITED PACKAGING & SHIP					
	I-161007	02	-5973304	LAB TESTING SHIPPING FEES-WWT	073805	31.22
	I-161334	02	-5864202	OPERATING SUP SHIPPING FEES-LF	073805	83.13
	FUND	02	MPWA	TOTAL:		26,385.73

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VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	C/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	WTSC VENDOR					
	HUTCH MELLOR	I-201505027355	03 -5876331	EMPLOYEE TRAV HUTCH MELLOR: BUSINESS EXP	073690	75.12
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201504287345	03 -5876314	GAS UTILITY GAS EXP-AIRPORT	073672	30.68
01-P00170	FIRST NATIONAL BANK					
		I-052015-#119817	03 -5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	073723	5,020.00
01-P00250	PETTY CASH					
		I-201505057373	03 -5876203	REPAIRS & MAI LOCK FOR HANGAR DOOR	073777	28.99
			FUND 03	AIRPORT AUTHORITY	TOTAL:	5,154.79

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VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00324	ALISHA RAE HOWELL					
		I-201505027359	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	073701	180.00
		I-201505027360	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	073701	115.00
01-G00288	GERALDINE E MALKOWSKI					
		I-201505027361	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	073725	180.00
		I-201505027362	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	073725	97.75
01-R00304	RICHELLE CHEYENNE					
		I-201505027367	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	073786	102.35
01-R00498	DICKIE WOODRUFF dba PAI					
		I-14-01912	06 -5549202	OPERATING SUP LABOR TO REPAIR SHELVING	073788	100.00
01-S00580	AT & T					
		I-201504217334	08 -5549315	TELEPHONE UTI PHONE EXP-NUTRITION	073636	237.71
			FUND 08 NUTRITION	TOTAL:		1,012.81

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VENDOR SET: 01

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G90462	GREEN COUNTRY TESTING,	I-51992	09 -5864327	SUB TITLE D E LANDFILL TESTING FEES	073726	2,084.00
			FUND	09	LANDFILL RES./SUB TITLE D TOTAL:	2,084.00

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VENDOR SET: 01

FUND : 24 AIRPORT GRANT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00507	BRONZE OAK LLC					
		I-2015 PMT #6	24 -5876401	CAPITAL OUTLA RUNWAY IMPROVEMENT-AIRPOR	073710	75,794.40
			FUND	24 AIRPORT GRANT	TOTAL:	75,794.40

PACKET: 12759 CLAIMS FOR 05/12/2015

VENDOR SET: 01

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0134	MCALESTER MAIN STREET					
		I-042015-2010/2011	27 -5655353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	073754	1,141.59
01-P00450	PRIDE IN MCALESTER					
		I-042015-2010-2011	27 -5655352	MISC PRIDE IN CONTRACT WITH PRIDE IN McALEST	073750	2,250.00
01-S00184	SECURITY BANK CARD CENT					
		I-7744-APRIL 2015	27 -5655331	TRAVEL & TRAI CONF REG. FEE-TOURISM	073792	255.00
				FUND 27 TOURISM FUND	TOTAL:	3,646.59

PACKET: 12759 CLAIMS FOR 05/12/2015

VENDOR SET: 01

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-R00192	BEN E. KEITH					
		I-62719326	28 -5654210	CONCESSION SU CONCESSTON SUPPLIES	073709	342.33
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201504217336	28 -5654314	GAS UTILITY GAS EXP-EXPO	073633	13,920.58
		I-201504217337	28 -5654314	GAS UTILITY GAS EXP-EXPO	073633	9,580.94
01-L00078	LAMBERT MECHANICAL INC					
		T-150184	28 -5654316	REPAIRS & MAI EMERGENCY HVAC REPAIRS	073742	568.95
		I-150238	28 -5654316	REPAIRS & MAI EMERGENCY HVAC REPAIRS	073742	698.58
01-P00210	PEPSI COLA					
		I-1764134	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	073775	365.00
01-P00560	PUBLIC SERVICE/ARF					
		I-201504287346	28 -5654313	ELECTRIC UTIL ELECTRIC EXP-EXPO RV PARK	073674	40.01
01-S00009	SADLER PAPER CO					
		I-17799	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	073789	671.45
01-T00580	R. D. FORD dba TRIPLE					
		I-045758	28 -5654316	REPAIRS & MAI PLEG REPAIR-EXPO	073801	360.00
		I-045764	28 -5654316	REPAIRS & MAI PLEG REPAIR-EXPO	073801	75.00
			FUND 28	SE EXPO CENTER	TOTAL:	26,622.84

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VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	KIMBERLY TROUSSEL	I-201505027356	29 -5324207	CLOTHING ALLO KIMBERLY TROUSSEL: CLOTHING AL	073691	100.00
	KIMBERLY TROUSSEL	I-201505027357	29 -5324207	CLOTHING ALLO KIMBERLY TROUSSEL: CLOTHING AL	073692	57.68
	KIM BOYLES	I-201505027358	29 -5324331	EMPLOYEE TRAV KJM BOYLES; REIMB TRAINING EXP	073693	131.00
01-J00435	JORDAN CARRIS AGENCY					
		I-14-02015	29 -5324202	OPERATING SUP NOTARY BOND FEE-TRAMMELL	073738	30.00
01-N00199	NAVIGATION ELECTRONICS,					
		I-PF0036290	29 -5324339	VEHICLE/EQUIP REPAIRS FOR GPS UNIT	073758	236.58
01-P00250	PETTY CASH					
		I-201505057373	29 -5324331	EMPLOYEE TRAV TRAVEL EXP-911 TRAINING	073777	38.65
		I-201505057373	29 -5324339	VEHICLE/EQUIP SHIPPING FEES	073777	35.95
01-S00180	OKLA SECRETARY OF STATE					
		I-14-02013	29 -5324202	OPERATING SUP NOTARY RENEWAL-TRAMMELL	073790	20.00
		I-14-02016	29 -5324202	OPERATING SUP NOTARY FILING FEE	073791	10.00
01-W00040	WALMART COMMUNITY BRC					
		I-04976	29 -5324202	OPERATING SUP E-911 SUPPLIES	073806	127.92
01-W00392	WINDSTREAM CORPORATION					
		I-201504267347	29 -5324315	TELEPHONE UTI PHONE EXP-E-911 CTY TRUNK LINE	073675	451.46
			FUND 29 E-911	TOTAL:		1,239.24

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100226	INT'L COUNCIL OF SHOPPI					
	I-1601168	30 -5652330	DUES & SUBSCR 2015-16 YRLY DUES-AISUP	073735	100.00	
	I-1601169	30 -5652330	DUES & SUBSCR 2015-16 YRLY DUES-RIDENOU	073735	50.00	
01-MC0134	MCALESTER MAIN STREET					
	I-042015-2010/2011	30 -5211353	MAIN STREET F CONTRACT WITH MCALESTER MAIN S	073754	1,141.58	
01-000275	OKLA DEPT OF COMMERCE					
	I-052015-#12248	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	073767	282.50	
01-000610	OTA PIKEPASS CENTER					
	I-14-02029	30 -5652331	EMPLOYEE TRAV PIKEPASS PREPAID FEE	073772	80.00	
01-P00450	PRIDE IN MCALESTER					
	I-042015-2010-2011	30 -5211352	MISC PRIDE IN CONTRACT WITH PRIDE IN McALEST	073780	2,250.00	
01-R00464	ROBISON INTERNATIONAL,					
	I-042015-2012-13	30 -5211361	LOBBYING SERV LOBBYING SERVICES-HDSA	073787	2,000.00	
01-S00184	SECURITY BANK CARD CENT					
	I-7744-APRIL 2015	30 -5652350	BUSINESS DEVE MTG EXP-STRATEGIC PLAN	073792	164.83	
	I-7744-APRIL 2015	30 -5652212	FUEL EXPENSE FUEL EXP	073792	21.00	
	I-7744-APRIL 2015	30 -5652350	BUSINESS DEVE MTG EXP-ECON DEV	073792	35.71	
	I-7744-APRIL 2015	30 -5652350	BUSINESS DEVE MTG EXP-ECON DEV	073792	67.49	
	I-7744-APRIL 2015	30 -5652350	BUSINESS DEVE MTG EXP-ECON DEV	073792	24.49	
	I-7744-APRIL 2015	30 -5652331	EMPLOYEE TRAV MTG EXP-ECON DEV	073792	68.10	
	I-7744-APRIL 2015	30 -5652350	BUSINESS DEVE MTG EXP-ECON DEV	073792	28.54	
	I-7744-APRIL 2015	30 -5652331	EMPLOYEE TRAV TRAVEL EXP-ECON DEV	073792	207.90	
	I-7744-APRIL 2015	30 -5652331	EMPLOYEE TRAV TRAVEL EXP-ECON DEV	073792	207.90	
	I-7744-APRIL 2015	30 -5652331	EMPLOYEE TRAV TRAVEL EXP-ECON DEV	073792	16.50	
	I-7744-APRIL 2015	30 -5652331	EMPLOYEE TRAV TRAVEL EXP-ROOM DEP ECON DEV	073792	99.68	
	I-7744-APRIL 2015	30 -5652331	EMPLOYEE TRAV TRAVEL EXP-ROOM DEP ECON DEV	073792	99.68	
	I-7744-APRIL 2015	30 -5652331	EMPLOYEE TRAV TRAVEL EXP- ECON DEV TRAINING	073792	311.70	
		FUND 30	ECONOMIC DEVELOPMENT	TOTAL:	7,257.60	

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VENDOR SET: 01

FUND : 33 CDBG GRANTS FUND

VENDOR	NAME	ITEM #	G/I. ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00347	MEHLBURGER BRAWLEY, INC					
		I-MC-14-04-03	33 -5971516	2014 CDBG PRO CONSULTANT FEES-2014 CDBG	073762	1,840.00
			FUND	33 CDBG GRANTS FUND	TOTAL:	1,840.00

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VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00770	BOLTE ENTERPRISES, INC					
	I-956667	35 -5862203	REPAIRS & MAI	SMALL VEHICLE REPAIR PART	073705	68.79
	I-956725	35 -5862203	REPAIRS & MAI	SMALL VEHICLE REPAIR PART	073705	192.52
	I-956768	35 -5862203	REPAIRS & MAI	SMALL VEHICLE REPAIR PART	073705	21.70
	I-956774	35 -5862203	REPAIRS & MAI	SMALL VEHICLE REPAIR PART	073705	3.74
	I-956861	35 -5862203	REPAIRS & MAI	SMALL VEHICLE REPAIR PART	073705	6.27
	I-956907	35 -5862203	REPAIRS & MAI	SMALL VEHICLE REPAIR PART	073705	22.54
	I-956987	35 -5862203	REPAIRS & MAI	SMALL VEHICLE REPAIR PART	073705	34.98
	I-957026	35 -5862203	REPAIRS & MAI	SMALL VEHICLE REPAIR PART	073705	29.67
	I-957041	35 -5862203	REPAIRS & MAI	MISC SMALL PARTS FOR REPA	073705	9.34
	I-957054	35 -5862203	REPAIRS & MAI	SMALL VEHICLE REPAIR PART	073705	12.18
01-B00150	BEALES GOODYEAR TIRES					
	I-1-GS15331	35 -5862203	REPAIRS & MAI	TIRES FOR S-35	073707	801.20
01-C00245	CATHEY & ASSOCIATES, INC					
	I-37648	35 -5862316	REPAIRS & MAI	REPLACE REAR GLASS-S-6	073712	340.00
01-G00490	CRISSOM IMPLEMENT INC					
	I-471771	35 -5862203	REPAIRS & MAI	MISC SMALL REPAIR PARTS	073727	57.28
	I-473277	35 -5862203	REPAIRS & MAI	MISC SMALL REPAIR PARTS	073727	81.32
	I-74374	35 -5862203	REPAIRS & MAI	MISC SMALL REPAIR PARTS	073727	160.61
01-J00310	JET TIRE SERVICE					
	I-113171	35 -5862203	REPAIRS & MAI	VEHICLE ALIGNMENTS	073737	48.95
01-M00149	MARTY'S MUFFLER & BRAKE					
	I-14-00106-2	35 -5862203	REPAIRS & MAI	MISC MUFFLER REPAIRS	073746	100.00
01-N00270	NIX AUTO CENTER, INC.					
	I-273887	35 -5862203	REPAIRS & MAI	MISC AUTO REPAIRS & PARTS	073760	73.60
01-N00271	FREEDOM FORD INC					
	I-84721	35 -5862203	REPAIRS & MAI	MISC VEHICLE REPAIR	073761	413.93
01-O00050	OCT EQUIPMENT, INC.					
	I-213901	35 -5862316	REPAIRS & MAI	REPAIRS ON S-33 HYDRAULIC	073763	104.50
01-O00075	O'REILLY AUTO PARTS					
	C-0230-280493 CR	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS	073764	22.54
	I-0230-278514	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS	073764	51.40
	I-0230-279369	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS	073764	242.82
	I-0230-279475	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS	073764	6.79
	I-0230-279622	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS	073764	56.40
	I-0230-280177	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS	073764	112.29
	I-0230-280367	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS	073764	191.76
	I-0230-280461	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS	073764	11.27
	I-0230-280488	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS	073764	17.95
	I-0230-280490	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS	073764	4.33

PACKET: 12759 CLAIMS FOR 05/12/2015

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000075	O'REILLY AUTO PARTS	continued				
		I-0230-280491	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	073764	31.27
		I-0230-280595	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	073764	6.99
		I-0230-281315	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	073764	118.17
		I-0230-281952	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	073765	80.76
01-000700	OX BODIES, INC.					
		I-FA00063220	35 -5862203	REPAIRS & MAI TARP ARM MOUNT	073773	204.56
01-P00250	PETTY CASH					
		I-201505057373	35 -5862331	TRAVEL & TRAI TRAVEL EXP-TOLL FEE	073777	4.00
		I-201505057373	35 -5862202	OPERATING SUP VEHICLE TAG EXP	073777	29.30
01-S00710	STANDARD MACHINE LLC					
		I-241639	35 -5862203	REPAIRS & MAI MISC EQUIP REPAIRS	073796	28.10
01-S00871	STEWART MARTIN EQUIPMEN					
		I-867585	35 -5862203	REPAIRS & MAI CEMETERY MOWER BLADES	073798	125.40
01-T00612	TULSA FREIGHTLINER					
		I-125131697	35 -5862203	REPAIRS & MAI BRAKE VALVE FOR S-53	073802	133.03
		I-125132008	35 -5862203	REPAIRS & MAI AIR TANK FOR S-53	073802	293.70
01-U00127	UNITED ENGINES, LLC					
		C-2036782	35 -5862203	REPAIRS & MAI PARTS FOR STREET SWEEPER	073804	57.81-
		I-2050749	35 -5862203	REPAIRS & MAI PARTS FOR STREET SWEEPER	073804	336.39
01-W00081	WASTE EQUIPMENT & PARTS					
		I-0003035-IN	35 -5862203	REPAIRS & MAI TAILGATE SEAT. FOR PK-9	073807	147.81
01-W00193	HTW ENTERPRISES INC dba					
		I-67201	35 -5862203	REPAIRS & MAI DECAL REPAIRS TO PD-73	073808	650.00
01-W00195	WELDON PARTS INC.					
		I-1454724-00	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	073810	696.67
		I-1455515-00	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	073810	23.72
		I-1456313-00	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	073810	8.24
			FUND 35	FLEET MAINTENANCE	TOTAL:	6,095.89

PACKET: 12759 CLAIMS FOR 05/12/2015

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00712	ARVEST BANK dba ARVEST					
		T-052015-800150300	41 -5862401	FLEET MAINTEN VEHICLE LEASE 800-1503001-001	073703	3,210.15
01-D00217	DEERE CREDIT, INC.					
		I-052015-#0063527	41 -5865510	LEASE PAYMENT LEASE PMT #0063527-EXCAVATOR	073717	1,140.15
		I-052015-0063527-0	41 -5865510	LEASE PAYMENT LEASE PMT-JD 624K LOADER	073717	1,821.57
01-D00540	DOLESE BROTHERS					
		I-AG15045460	41 -5865406	CIP#1 - 17TH GRAVEL FOR CIP#1	073719	135.58
		I-AG15046085	41 -5865406	CIP#1 - 17TH GRAVEL FOR CIP#1	073719	255.34
01-F00170	FIRST NATIONAL BANK					
		I-052015-#137	41 -5865510	LEASE PAYMENT LEASE PAYMENT ON DURAPATCHER	073723	3,378.84
01-L00079	LANDPLAN CONSULTANTS, I					
		I-INVOICE 10	41 -5652402	TRAILS GRANT CONSULTANT FEE-BELMONT TR	073743	1,126.25
01-W00194	WELCH STATE BANK					
		I-052015-55766	41 -5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	073809	1,517.90
		I-052015-55820	41 -5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	073809	2,555.73
			FUND 41 CIP FUND	TOTAL:		15,141.51

PACKET: 12759 CLAIMS FOR 05/12/2015

VENDOR SET: 01

FUND : 42 FEDERAL FORFEITURE FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G00494	GT DISTRIBUTORS, INC					
		I-INV0530386	42 -5321401	CAPITAL OUTLA GUNS FOR POLICE OFFICERS	073728	14,422.75
				FUND 42 FEDERAL FORFEITURE FUND TOTAL:		14,422.75
				REPORT GRAND TOTAL:		296,598.07

** G/I. ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	===== LINE ITEM=====		===GROUP BUDGET ===	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2014-2015	01 -2105	COLLECTION AGENCY 25% (COU	9,601.11				
	01 -5101202	OPERATING SUPPLIES	115.00	3,750	2,234.31		
	01 -5101355	OUT-OK FOR INDEPENDENT LIV	2,000.00	24,000	4,000.00		
	01 -5210202	OPERATING SUPPLIES	150.94	2,500	289.77		
	01 -5210302	CONSULTANTS/LABOR RELATION	17,367.75	45,000	19,657.20-	Y	
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	269.06	6,100	170.12-	Y	
	01 -5210460	CONTINGENCY	366.79	25,000	18,882.74		
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	34.74	5,000	88.74		
	01 -5212317	ADVERTISING & PRINTING	262.90	2,000	233.73-	Y	
	01 -5212331	EMPLOYEE TRAVEL & TRAININ	158.07	2,900	1,163.10		
	01 -5213331	EMPLOYEE TRAVEL & TRAINING	422.80	2,100	85.46		
	01 -5213335	COUNTY INCARCERATION EXPEN	6,228.00	104,544	15,972.00		
	01 -5214302	CONSULTANTS	4,964.00	95,000	9,209.94-	Y	
	01 -5214330	DUES & SUBSCRIPTIONS	35.00	200	165.00		
	01 -5214331	EMPLOYEE TRAVEL & TRAININ	150.00	800	650.00		
	01 -5215202	OPERATING SUPPLIES	615.73	31,500	574.53		
	01 -5215302	CONSULTANTS	1,774.40	35,000	1,195.94		
	01 -5215312	EQUIPMENT RENTALS	1,590.19	21,000	3,085.07-	Y	
	01 -5215313	ELECTRIC UTILITY	972.59	294,500	43,608.87		
	01 -5215314	GAS UTILITY	138.32	29,200	11,557.53-	Y	
	01 -5215315	TELEPHONE UTILITY	483.48	35,000	5,408.78		
	01 -5215323	DAMAGES	300.00	21,600	20,633.65		
	01 -5225401	COMPUTER TECHNOLOGY	2,534.36	15,000	1,923.67		
	01 -5320202	OPERATING EXPENSE	400.05	3,000	456.74		
	01 -5320308	CONTRACTED SERVICES	45.00	1,500	1,020.00		
	01 -5321202	OPERATING SUPPLIES	2,349.38	15,000	3,123.55		
	01 -5321207	CLOTHING ALLOWANCE	5,471.41	52,320	9,162.29		
	01 -5321212	FUEL EXPENSE	25.00	107,500	33,611.64		
	01 -5321308	CONTRACTED SERVICES	45.00	11,000	4,071.17		
	01 -5321325	FIRING RANGE	367.98	7,500	2,947.02		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	999.57	10,000	3,496.49		
	01 -5321332	COMMUNITY SERVICES PROGRAM	202.47	7,500	1,979.05		
	01 -5431202	OPERATING SUPPLIES	35.00	16,900	3,389.32		
	01 -5431203	REPAIRS & MAINT SUPPLIES	1,026.28	7,900	736.25		
	01 -5431207	CLOTHING ALLOWANCE	461.49	26,600	1,722.64		
	01 -5431328	INTERNET SERVICE	103.33	3,829	320.12		
	01 -5431329	PROMOTIONAL	14.22	5,000	924.03		
	01 -5431330	DUES & SUBSCRIPTIONS	1,395.00	8,000	1,746.00		
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	602.22	8,300	2,993.26		
	01 -5432202	OPERATING SUPPLIES	1,569.26	24,000	2,176.31		
	01 -5432203	REPAIR & MAINT SUPPLIES	598.09	5,000	974.86		
	01 -5432330	DUES & SUBSCRIPTIONS	432.50	1,500	168.34		
	01 -5542202	OPERATING SUPPLIES	50.46	2,200	482.18		
	01 -5542203	REPAIRS & MAINT SUPPLIES	4,085.83	47,500	388.49-	Y	
	01 -5542206	CHEMICALS	7,890.00	17,000	74.42		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	GROUP BUDGET	BUDGET OVER AVAILABLE BUDG
01	-5542308	CONTRACTED SERVICES	1,250.00	14,400	3,892.62			
01	-5542316	REPAIRS & MAINTENANCE	300.00	13,000	9,465.00			
01	-5543202	OPERATING SUPPLIES	619.60	11,000	5,549.17			
01	-5543206	CHEMICALS	834.81	16,000	7,943.98			
01	-5543316	REPAIRS & MAINTENANCE	1,600.00	5,000	3,400.00			
01	-5544202	OPERATING SUPPLIES	225.09	15,800	3,308.53			
01	-5544339	VEHICLE/EQUIP. MAINTENANCE	307.14	9,105	3,106.19			
01	-5547308	CONTRACTED SERVICES	368.04	4,660	220.00			
01	-5547328	INTERNET SERVICE	61.07	720	110.14			
01	-5548203	REPAIRS & MAINTENANCE SUPP	1,270.48	50,000	742.13-	Y		
01	-5548308	CONTRACTED SERVICES-CLEAN	1,515.00	21,950	3,030.00			
01	-5548316	REPAIRS & MAINTENANCE	1,255.48	22,500	6,299.53-	Y		
01	-5652202	OPERATING SUPPLIES	141.00	2,400	1,607.77			
01	-5652317	ADVERTISING & PRINTING	225.14	2,300	1,159.55			
01	-5652330	DUES & SUBSCRIPTIONS	35.00	3,500	2,027.42			
01	-5652331	EMPLOYEE TRAVEL & TRAININ	546.02	5,600	2,111.14			
01	-5653202	OPERATING SUPPLIES	14.65	1,000	330.48			
01	-5653213	SAFETY EXPENSE	217.40	24,000	2,398.88			
01	-5653317	ADVERTISING & PRINTING	73.44	4,000	2,662.71			
01	-5653331	EMPLOYEE TRAVEL & TRAININ	14.67	2,500	1,806.17			
01	-5653348	DRUG TESTING/PHYSICALS	100.00	12,000	4,812.75			
01	-5865202	OPERATING SUPPLIES	14.65	1,200	843.03			
01	-5865203	REPAIR & MAINT-TRAFFIC CON	150.07	60,500	13,898.45			
01	-5865204	SMALL TOOLS	166.06	1,200	203.00			
01	-5865212	FUEL EXPENSE	3,900.00	45,000	10,162.55			
01	-5865219	STREET REPAIRS & MAINTENAN	13,915.49	261,000	13,959.89			
01	-5865320	INTERNET SERVICE	83.85	1,920	237.88			
02	-5216202	OPERATING SUPPLIES	633.93	10,000	1,227.86			
02	-5267202	OPERATING SUPPLIES	1,641.55	9,472	2,592.16			
02	-5267302	CONSULTANTS	2,679.55	32,000	6,323.60-	Y		
02	-5267313	ELECTRIC UTILITY	575.80	392,448	70,261.32			
02	-5267314	GAS UTILITY	145.63	8,000	3,398.05-	Y		
02	-5267315	TELEPHONE UTILITY	1,414.50	83,027	11,189.36			
02	-5267521	CDBG LOAN #8908	1,145.83	13,750	1,145.87			
02	-5864202	OPERATING SUPPLIES	83.13	400	59.90			
02	-5871202	OPERATING SUPPLIES	2.18	2,500	2,106.40			
02	-5871330	DUES & SUBSCRIPTIONS	205.00	1,300	360.87			
02	-5871331	EMPLOYEE TRAVEL & TRAININ	27.73	3,400	1,816.83			
02	-5973203	REPAIRS & MAINT SUPPLIES	1,921.46	45,000	16,972.72			
02	-5973304	LAB TESTING	1,786.47	32,100	6,219.58			
02	-5973328	INTERNET SERVICE	69.56	824	66.28			
02	-5973330	DUES & SUBSCRIPTIONS	231.00	800	359.25			
02	-5975202	OPERATING SUPPLIES	31.75	3,500	13.43			
02	-5975209	UTILITY MAINTENANCE SUPP.	1,309.46	82,500	32,870.77			
02	-5975211	WATER METERS	1,657.96	35,000	32,400.59			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	LINE ITEM=====	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
02	-5975218	STREET REPAIRS & MAINTENAN	9,646.24	115,000		15,556.47		
02	-5975230	SEWER MAIN REPAIR	1,177.00	20,000		4,167.94		
03	-5876203	REPAIRS & MAINT SUPPLIES	28.99	1,700		262.42		
03	-5876314	GAS UTILITY	30.68	500		104.09		
03	-5876331	EMPLOYEE TRAVEL & TRAININ	75.12	200		124.88		
03	-5876511	FMB LOAN #119817 PAYMENTS	5,020.00	60,240		5,020.00		
08	-5549202	OPERATING SUPPLIES	100.00	1,000		7.63		
08	-5549308	CONTRACT SERVICES	675.10	15,500		2,947.17		
08	-5549315	TELEPHONE UTILITY	237.71	3,386		350.47		
09	-5864327	SUB TITLE D EXPENSE	2,084.00	80,000		40,721.22		
24	-5876401	CAPITAL OUTLAY	75,794.40	1,823,620		133,120.00		
27	-5655341	TRAVEL & TRAINING	255.00	5,000		3,851.60		
27	-5655352	MISC PRIDE IN MCALESTER	2,250.00	27,000		4,500.00		
27	-5655353	MAIN STREET PROGRAM	1,141.59	13,700		2,204.10		
28	-5654203	REPAIR & MAINT SUPPLIES	671.45	16,846		2,192.28		
28	-5654210	CONCESSION SUPPLIES	707.33	16,721		1,970.97-	Y	
28	-5654313	ELECTRIC UTILITY	40.01	57,000		4,487.11		
28	-5654314	GAS UTILITY	23,501.52	16,000		41,076.29-	Y	
28	-5654316	REPAIRS & MAINTENANCE	1,702.53	31,100		84.06		
29	-5324202	OPERATING SUPPLIES	187.92	4,000		1,604.06		
29	-5324207	CLOTHING ALLOWANCE	157.68	2,750		1,413.11		
29	-5324315	TELEPHONE UTILITY	451.46	59,499		10,433.20		
29	-5324331	EMPLOYEE TRAVEL & TRAININ	169.65	4,500		2,155.13		
29	-5324339	VEHICLE/EQUIP. MAINTENANCE	272.53	1,086		813.47		
30	-5211352	MISC PRIDE IN MCALESTER	2,250.00	20,100		5,600.00		
30	-5211353	MAIN STREET PROGRAM	1,141.58	12,600		1,184.20		
30	-5211361	LOBBYING SERVICES	2,000.00	24,000		4,000.00		
30	-5211510	CDBG / EDIF DURLINE LOAN	282.50	3,390		282.50		
30	-5652212	FUEL EXPENSE	21.00	3,699		3,115.69		
30	-5652330	DUES & SUBSCRIPTIONS	150.00	8,500		4,772.00		
30	-5652331	EMPLOYEE TRAVEL & TRAINING	1,091.46	17,500		6,122.87		
30	-5652350	BUSINESS DEVELOPMENT EXPEN	321.06	24,600		12,757.65		
33	-5971516	2014 CDBG PROJECT	1,840.00	194,946		169,286.00		
35	-5862202	OPERATING SUPPLIES	29.30	4,000		3,895.70		
35	-5862203	REPAIRS & MAINTENANCE SUPP	5,618.09	240,000		37,007.84		
35	-5862316	REPAIRS & MAINTENANCE	444.50	30,000		7,127.08-	Y	
35	-5862331	TRAVEL & TRAINING	4.00	1,400		991.13		
41	-5652402	TRAILS GRANT PROJECT	1,126.25	236,798		176,893.25		
41	-5862401	FLEET MAINTENANCE	3,210.15	57,200		47,569.55		
41	-5865406	CIP#1 - 17TH STREET	390.92	119,020		57,344.09		
41	-5865510	LEASE PAYMENTS	10,414.19	60,599		751.33		
42	-5321401	CAPITAL OUTLAY	14,422.75	36,000		1,971.82		
** 2014-2015 YEAR TOTALS **			296,598.07					

NO ERRORS

** END OF REPORT **

5/05/2015 9:14 AM
 PACKET: 12759 CLAIMS FOR 05/12/2015
 VENDOR SET: 01
 BANK : FNB FIRST NATIONAL BANK

A / P CHECK REGISTER

PAGE: 14

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	4/2015	1,000.60CR
01	5/2015	108,019.32CR
02	4/2015	575.00CR
02	5/2015	25,809.93CR
03	5/2015	5,154.79CR
08	4/2015	237.71CR
08	5/2015	775.10CR
09	5/2015	2,084.00CR
24	5/2015	75,794.40CR
27	5/2015	3,646.59CR
28	4/2015	23,501.52CR
28	5/2015	3,121.32CR
29	5/2015	1,239.24CR
30	5/2015	7,257.60CR
33	5/2015	1,840.00CR
35	5/2015	6,095.89CR
41	5/2015	15,141.51CR
42	5/2015	14,422.75CR
ALL		296,598.07CR

ACH PAYMENT
FOR
MAY 12, 2015
CLAIMS

PACKET: 12762 TOURISM RENT-MAY 2015

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-T00500 PARROTT COMPANY, LLC									
I	201504277340	TOURISM OFFICE RENT-MAY 201 ENB			E	5/01/2015	558.20	558.20CR	
		G/L ACCOUNT					558.20		
	27	5655340 OFFICE RENT					558.20	TOURISM OFFICE RENT-MAY 2015	
		VENDOR TOTALS		EFT			558.20	558.20CR	0.00
							558.20	0.00	

PACKET: 12762 TOURISM RENT-MAY 2015
VENDOR SET: 01

R E P O R T T O T A L S		
F U N D D I S T R I B U T I O N		
FUND NO#	FUND NAME	AMOUNT
27	TOURISM FUND	558.20CR
** TOTALS **		558.20CR

--- TYPE OF CHECK TOTALS ---				
	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00 0.00	0.00 0.00	0.00
DRAFTS		0.00 0.00	0.00 0.00	0.00
REG-CHECKS		0.00 0.00	0.00 0.00	0.00
EFT		558.20 558.20	558.20CR 0.00	0.00
NON-CHECKS		0.00 0.00	0.00 0.00	0.00
ALL CHECKS		558.20 558.20	558.20CR 0.00	0.00
TOTAL CHECKS TO PRINT: 0				

SCHEDULE "D"

FORM OF PAYMENT REQUISITION

**PAYMENT REQUISITION
SERIES 2013 PROJECT ACCOUNT
THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND**

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: May 1, 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, and as further supplemented and amended by a Series 2013 Supplemental Note Indenture dated as of June 1, 2013 (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 2013 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

874081029

CREDITOR

TRUST NO.

719 S. George Nigh Expressway McAlester, OK 74501

MAILING ADDRESS

Professional Services

Invoice: MC-14-06-06

ITEM

ITEM NO.

April 30, 2015

CIP #3

\$9,758.00

DATE

PURPOSE

AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

- I. 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: May 1, 2015

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City



INVOICE SUBMITTED TO:

April 30, 2015

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

Invoice # MC-14-06-06

In Reference To: CIP #3, Second Street from Comanche Ave to Modoc Avenue
Construction Management and Resident Project Representative

Construction Start Date: November 14, 2014
Calendar Days in Contract: 330 days
Calendar Days Added by Change Order 16 days
Percentage Complete to Date: 167/346 = 48.3%

CONSTRUCTION MANAGEMENT – \$40,000.00
48.3% of \$40,000.00 \$ 19,320.00

RESIDENT PROJECT REPRESENTATIVE - \$103,500.00
48.3% of \$103,500.00 \$ 49,990.50

TOTAL SERVICES BILLED TO DATE \$ 69,310.50

LESS PREVIOUSLY INVOICED - \$ 59,552.50

TOTAL DUE THIS INVOICE **\$ 9,758.00**

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"

FORM OF PAYMENT REQUISITION

PAYMENT REQUISITION
SERIES 2013 PROJECT ACCOUNT
THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: May 1, 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, and as further supplemented and amended by a Series 2013 Supplemental Note Indenture dated as of June 1, 2013 (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 2013 Project Account within the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

T. McDonald Construction	874081029
CREDITOR	TRUST NO.

P.O. Box 1043 Eufaula, OK 74432
MAILING ADDRESS

Construction Services	Invoice: Payment # 6	
ITEM	ITEM NO.	
April 29, 2015	CIP #3	\$124,014.26
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: May 1, 2015

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City

4

Change Order Summary

Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
I		-\$8,950.00
TOTALS		-\$8,950.00
NET CHANGE BY CHANGE ORDERS	-\$8,950.00	

- | | | |
|---|----|-----------------------|
| 1. ORIGINAL CONTRACT PRICE..... | \$ | <u>\$2,730,987.50</u> |
| 2. Net change by Change Orders..... | \$ | <u>-8,950.00</u> |
| 3. Current Contract Price (Line 1 ± 2)..... | \$ | <u>\$2,722,037.50</u> |
| 4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... | \$ | <u>\$669,129.94</u> |
| 5. RETAINAGE: | | |
| a. 10% X <u>\$613,509.63</u> Work Completed... | \$ | <u>\$61,350.96</u> |
| b. 10% X <u>\$55,620.31</u> Stored Material.... | \$ | <u>\$5,562.03</u> |
| c. Total Retainage (Line 5a + Line 5b)..... | \$ | <u>\$66,912.99</u> |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... | \$ | <u>\$602,216.94</u> |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)... | \$ | <u>\$478,202.68</u> |
| 8. AMOUNT DUE THIS APPLICATION..... | \$ | <u>\$124,014.26</u> |
| 9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)..... | \$ | <u>\$2,119,820.56</u> |

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress 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 any 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:

Payment of: \$ \$124,014.26
(Line 8 or other - attach explanation of the other amount)

is recommended by:

(Engineer)

(Date)

Payment of: \$ 124,014.26
(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

Endorsed by the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract): MC-14-01						Application Numl 6				
Application Peri 3/18/2015-4/15/2015						Application Date: 4/15/2015				
A				B	C	D	E	F		G
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
1	EARTHWORK	1	\$65,000.00	\$65,000.00						\$65,000.00
2	SOLID SLAB SOD	5355	\$3.00	\$16,065.00						\$16,065.00
3	AGGREGATE TYPE A	2135	\$47.50	\$101,412.50	207.33	\$9,848.18		\$9,848.18	9.7%	\$91,564.33
4	BASE REPAIR-AGG BASE TYPE A	220	\$85.00	\$18,700.00						\$18,700.00
5	LIME	68	\$200.00	\$13,600.00						\$13,600.00
6	LIME STABILIZED SUBGRADE *(6 IN. OF AGG BASE)	12800	\$12.00	\$153,600.00	622	\$7,464.00		\$7,464.00	4.9%	\$146,136.00
7	TACK COAT	3000	\$1.00	\$3,000.00						\$3,000.00
8	PRIME COAT	135	\$10.00	\$1,350.00						\$1,350.00
9	DRIVING SURFACE (OVERLAY) SUPERPAVE S5 (PG64-22)-3"	600	\$140.00	\$84,000.00						\$84,000.00
10	BASE REPAIR PATCH (OVERLAY) SUPERPAVE S5 (PG64-22)-3"	75	\$150.00	\$11,250.00						\$11,250.00
11	RCP BASE REPAIR PATCH (SUPERPAVE S5 (PG64-22)-3")	70	\$150.00	\$10,500.00						\$10,500.00
12	WATER LINE BASE REPAIR PATCH (SUPERPAVE S5 (PG64-22)-3")	25	\$150.00	\$3,750.00						\$3,750.00
13	COLD MILLING PAVEMENT (OVERLAY)	3700	\$8.00	\$29,600.00						\$29,600.00
14	PC CONCRETE FOR PAVEMENT (PLACEMENT)	11520	\$24.50	\$282,240.00	600	\$14,700.00		\$14,700.00	5.2%	\$267,540.00
15	PC CONCRETE FOR PAVEMENT (PLACEMENT)	2600	\$132.00	\$343,200.00	140	\$18,480.00		\$18,480.00	5.4%	\$324,720.00
16	CONCRETE JOINT SEALING	23625	\$1.20	\$28,350.00						\$28,350.00
17	CONCRETE CURB (6" BARRIER-INTEGRAL)	4400	\$9.00	\$39,600.00	150	\$1,350.00		\$1,350.00	3.4%	\$38,250.00
18	4" CONCRETE SIDEWALK	1800	\$44.00	\$79,200.00						\$79,200.00
19	6" CONCRETE DRIVEWAY	2000	\$66.00	\$132,000.00						\$132,000.00
20	TACTILE WARNING DEVICE	420	\$22.00	\$9,240.00						\$9,240.00
21	INTEL CI DES 2 (STD)	2	\$6,600.00	\$13,200.00	2	\$13,200.00		\$13,200.00	100.0%	
22	INTEL CI DES 3 (STD)	1	\$7,150.00	\$7,150.00	1	\$7,150.00		\$7,150.00	100.0%	
23	6" PERFORATED UNDERDRAIN ROUND	6000	\$10.00	\$60,000.00	272	\$2,720.00		\$2,720.00	4.5%	\$57,280.00
24	6" NON-PERFORATED UNDERDRAIN ROUND	200	\$20.00	\$4,000.00						\$4,000.00
25	REMOVAL OF CONCRETE PAVEMENT W/ASPHALT OVERLAY	12000	\$7.00	\$84,000.00	877	\$6,139.00		\$6,139.00	7.3%	\$77,861.00
26	REMOVAL OF SIDEWALK	1300	\$4.00	\$5,200.00	640	\$2,560.00		\$2,560.00	49.2%	\$2,640.00
27	MOBILIZATION	1	\$80,000.00	\$80,000.00	0.5	\$40,000.00		\$40,000.00	50.0%	\$40,000.00
28	TENSAR ROADRAIN	12800	\$10.95	\$140,160.00	311	\$3,405.45		\$3,405.45	2.4%	\$136,754.55
29	CONCRETE JUNCTION BOXES	4	\$4,500.00	\$18,000.00	3	\$13,500.00		\$13,500.00	75.0%	\$4,500.00
30	19"X30" RC PIPE CLASS III	23	\$200.00	\$4,600.00	23	\$4,600.00		\$4,600.00	100.0%	
31	30" RC PIPE CLASS III	890	\$110.00	\$97,900.00	890	\$97,900.00		\$97,900.00	100.0%	
32	24"X38" RC PIPE ARCH CLASS III	5	\$500.00	\$2,500.00	5	\$2,500.00		\$2,500.00	100.0%	
33	44"X27" RC PIPE ARCH CLASS III	33	\$350.00	\$11,550.00	30	\$10,500.00		\$10,500.00	90.9%	\$1,050.00
34	SEWER LINE CONNECTIONS (UNDER RCP WEST SIDE FROM COMMANCHE TO CANAL) - Quantity Revised CO #1	1	\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	100.0%	
35	8" SDR 35 PVC MAIN SEWER LINE	2910	\$65.00	\$189,150.00	1205	\$78,325.00	\$4,423.79	\$82,748.79	43.7%	\$106,401.21

36	4" ID CONCRETE PRE-CAST MANHOLE	10	\$5,500.00	\$55,000.00	4	\$22,000.00		\$22,000.00	40.0%	\$33,000.00
37	SEWER SERVICE CONNECTION	75	\$950.00	\$71,250.00	24	\$22,800.00	\$1,875.50	\$24,675.50	34.6%	\$46,574.50
38	SEWER LINE AGGREGATE BASE FOR SURFACE REPAIR	2910	\$10.00	\$29,100.00	1565	\$15,650.00		\$15,650.00	53.8%	\$13,450.00
39	16" PVC C-900 DR 14 WATER MAIN	115	\$90.00	\$10,350.00	105	\$9,450.00		\$9,450.00	91.3%	\$900.00
40	10" PVC C-900 WATER MAIN	1365	\$40.00	\$54,600.00	1365	\$54,600.00		\$54,600.00	100.0%	
41	6" PVC C-900 WATER MAIN	2830	\$24.00	\$67,920.00	682	\$16,368.00	\$10,163.20	\$26,531.20	39.1%	\$41,388.80
42	16" WATER MAIN CONNECTION	2	\$3,000.00	\$6,000.00	2	\$6,000.00		\$6,000.00	100.0%	
43	10" WATER MAIN CONNECTION	6	\$2,000.00	\$12,000.00	6	\$12,000.00		\$12,000.00	100.0%	
44	6" WATER MAIN CONNECTION	4	\$1,000.00	\$4,000.00	3	\$3,000.00		\$3,000.00	75.0%	\$1,000.00
45	16" TO 10" WATER MAIN CONNECTION	1	\$3,000.00	\$3,000.00	1	\$3,000.00		\$3,000.00	100.0%	
46	16" GATE VALVE	2	\$4,500.00	\$9,000.00	2	\$9,000.00		\$9,000.00	100.0%	
47	10" GATE VALVE - Quantity Revised CO #1	5	\$2,000.00	\$10,000.00	3	\$6,000.00		\$6,000.00	60.0%	\$4,000.00
48	6" GATE VALVE	11	\$800.00	\$8,800.00	5	\$4,000.00	\$2,725.35	\$6,725.35	76.4%	\$2,074.65
49	NEW FIRE HYDRANT ASSEMBLY	10	\$5,500.00	\$55,000.00	4	\$22,000.00	\$12,454.00	\$34,454.00	62.6%	\$20,546.00
50	1" AIR RELEASE VALVE	1	\$1,500.00	\$1,500.00						\$1,500.00
51	2" METER CONNECTION	4	\$1,600.00	\$6,400.00	1	\$1,600.00	\$5,701.87	\$7,301.87	114.1%	-\$901.87
52	WATER SERVICE RECONNECTION (SHORT)	55	\$900.00	\$49,500.00	16	\$14,400.00	\$11,965.40	\$26,365.40	53.3%	\$23,134.60
53	WATER SERVICE RECONNECTION (LONG)	40	\$900.00	\$36,000.00	22	\$19,800.00	\$6,311.20	\$26,111.20	72.5%	\$9,888.80
54	WATER AGGREGATE BASE FOR SURFACE REPAIR	600	\$10.00	\$6,000.00	600	\$6,000.00		\$6,000.00	100.0%	
55	TRAFFIC CONTROL	1	\$45,000.00	\$45,000.00	0.5	\$22,500.00		\$22,500.00	50.0%	\$22,500.00
56	2 YEAR MAINTENANCE BOND	1	\$10,000.00	\$10,000.00						\$10,000.00
57	SWPPP	1	\$15,000.00	\$15,000.00	0.5	\$7,500.00		\$7,500.00	50.0%	\$7,500.00
58	AS-BUILTS SURVEY	1	\$5,000.00	\$5,000.00						\$5,000.00
59	4" DWV SCH 40 SEWER SERVICE LINE (REQUIRED FOR SERVICE SEPERATION)	120	\$25.00	\$3,000.00						\$3,000.00
COI-1	INVESTIGATE AND CAP ABANDONED SEWER SERVICE LINES	9	\$200.00	\$1,800.00						\$1,800.00
COI-2	ADD ADDITIONAL CASING WITH END SEALS	1	\$1,500.00	\$1,500.00						\$1,500.00
COI-3	REVISED ELEVATION FOR CURB INLET DUE TO UTILITY	1	\$750.00	\$750.00						\$750.00
Totals				\$2,722,037.50		\$613,509.63	\$55,620.31	\$669,129.94	24.6%	\$2,052,907.57

Stored Material Summary

Contractor's Application

For (contract): CITY OF MCALESTER SECOND STREET IMPROVEMENTS						Application Number: 6			
Application Period: 3/18/2015 - 04/15/2015						Application Date: 4/15/2015			
A	B	C	D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
			Date (Month/Y)	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)	
80309		WATER SERVICE CONNECTION FITTINGS	11/2014	\$18,166.27				\$13,403.64	\$4,762.63
80306		WATER AND SEWER LINE PIPE/ GATE VALVES	11/2014	\$29,141.54			1/2015	\$26,551.18	
11170142		ARCH PIPE 18"X 29" RCP	12/2014	\$1,504.20			2/2015	\$1,504.20	
62486		30" RCP PIPE	12/2014	\$2,877.60			1/2015	\$2,877.60	
62579		STORM DRAIN FRAME AND GRATE AND HARDWARE	12/2014	\$9,029.00			3/2015	\$9,029.00	
80533		18" METER CANS	11/2014	\$5,177.50			3/2015	\$2,173.51	\$3,003.99
80532		2" VH77-15B-11-77-NL SETTER	11/2014	\$3,952.74			3/2015	\$988.18	\$2,964.56
80532		6' DR-14C900 PVC PIPE	11/2014	\$3,082.52			2/2015	\$3,082.52	
80532		6' MJ GATE VALVE	11/2014	\$5,575.35			3/2015	\$2,850.00	\$2,725.35
80532		8"X4" SDR-26 WYE W/SCH40 OUTLET	11/2014	\$2,577.58			3/2015	\$1,125.00	\$1,452.58
80530		5/8" X 3/4" ZENNER WATER METER	11/2014	\$5,693.18			3/2015	\$2,020.00	\$3,673.18
80530		10"X1" CC 315 TAPPING SADDLE	11/2014	\$6,636.52			3/2015	\$1,224.00	\$5,412.52
80933		16" PVC STARGRIP W/ACC	1/2015	\$2,559.54			2/2015	\$2,559.54	
80933		10" PVC STARGRIP W/ACC	1/2015	\$6,546.50			2/2015	\$6,546.50	
80933		6" PVC STARGRIP X/ACC	1/2015	\$3,698.37					\$3,698.37
80933		4" 2-WAY CLEAN OUT TEE	1/2015	\$2,422.92					\$2,422.92
80941		LF 6" DR-14 C900 PVC PIPE	1/2015	\$13,050.21					\$13,050.21
81118		5-1/4 B84B 3-WAY 3/6 BURY FIRE HYDT L/ACC	1/2015	\$18,067.50			3/2015	\$5,613.50	\$12,454.00
Totals				\$139,759.04				\$81,548.37	\$55,620.31

SCHEDULE "D"

FORM OF PAYMENT REQUISITION

**PAYMENT REQUISITION
SERIES 2013 PROJECT ACCOUNT
THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND**

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: April 24, 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, and as further supplemented and amended by a Series 2013 Supplemental Note Indenture dated as of June 1, 2013 (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 2013 Project Account within the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

McAlester News Capital & Democrat	874081029
CREDITOR	TRUST NO.

P.O. Box 987 McAlester, OK 74502
MAILING ADDRESS

Publication	05618346
ITEM	ITEM NO.

April 24, 2015	CIP #1	\$ 111.45
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: April 24, 2015

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City

Remit payment to:

McAlester News-Capital & Democrat
P.O. Box 987
McAlester, OK 74502

COURTESY CHARGE

4

ADVERTISING INVOICE

START DATE	RUN DAYS	
04/12/15	S	
STOP DATE	INSERTIONS	WORDS
04/19/15	2	375

City of McAlester (LL)
PO Box 578
MCALESTER, OK 74502

AMOUNT DUE:

111.45

PAYABLE UPON
PRESENTATION

PLEASE RETURN THIS STUB
WITH YOUR REMITTANCE

(Published in the McAlester News-Capital
on April 12th & 19th, 2015)

ADVERTISEMENT
FOR BIDS

The City of McAlester (herein called the
"OWNER") desires to FINISH REMAINING

Customer Number: 03100051

Ad Number: 05618346

Classification: 142

Ad Taker: A04

Sort Line: CIP Bid \$111.45

SCHEDULE "D"

FORM OF PAYMENT REQUISITION

PAYMENT REQUISITION
SERIES 2013 PROJECT ACCOUNT
THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: May 5, 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, and as further supplemented and amended by a Series 2013 Supplemental Note Indenture dated as of June 1, 2013 (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 2013 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	874081029
CREDITOR	TRUST NO.

P.O. Box 754 Pipestone, MN 56164
MAILING ADDRESS

Construction Services	Invoice: Payment # 4
ITEM	ITEM NO.

May 5, 2015	CIP #2	\$ 563,450.62
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: May 5, 2015

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City

4

Application Period:		March 15, 2015 to April 6, 2015		Approval Date:		4/6/2015	
City of McAlester		Prime Contractor:		Miles Hunter, P.E.			
Project:		Contract:		Original Price:		Change Price:	
Reconstruction of A Street and 6th Street		CIP 2		180		168	
Contractor's Project No.:		Engineer's Project No.:		12			
						#6005029	

Choosing Order Numbers

Approved Change Orders		
Number	Additions	Deductions
	0	(2,572.17)
TOTALS	0	(2,572.17)
NET CHANGE BY CHANGE ORDERS		(2,572.17)

- | | | |
|---|----|--------------|
| 1. ORIGINAL CONTRACT PRICE | \$ | 2,880,540.25 |
| 2. Net change by Change Orders | \$ | (2,577.37) |
| 3. CURRENT CONTRACT PRICE (Line 1 + 2) | \$ | 2,880,072.08 |
| 4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Report) | \$ | 1,742,574.25 |
| 5. MATERIALS STORED ON HAND | | |
| a. Paid This Estimate | \$ | 185,661.58 |
| b. Removed This Estimate | \$ | (185,661.58) |
| 5. RETAINAGE | | |
| a. 5% x \$ 1,742,574.25 Work Completed | \$ | 87,128.71 |
| b. 5% x \$ 300.00 Liquidated Damages | \$ | - |
| c. Total Retainage (Line 5a + Line 5b) | \$ | 87,128.71 |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) | \$ | 1,895,443.53 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) | \$ | 1,091,994.91 |
| 8. AMOUNT DUE THIS APPLICATION | \$ | 583,450.82 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 Above) | \$ | 1,140,075.01 |

The undersigned Contractor certifies that: (1) all previous progress 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.

John Doe	4/10/15
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563,450.62

Payment of: \$ _____
(Use 0 or other symbol and notation of other amounts)

Is recommended by: *[Signature]* _____
(Employee)

Payment of: \$ _____
(Use 0 or other symbol and notation of other amounts)

Is approved by: _____
(Owner)

Approved by: _____

Foreign Agency (U.S. application)

Progress Estimate (LUMP SUM BIDS)

Contractor's Application

For (contract):		CIP 2		Application Number:		Pay Application #4	
Application Period:		3/15/2015 to 4/6/2015		Application Date:		4/6/2015	
A ITEM		B	Work Completed		E	F	G
Pay Item No.	Description	Scheduled Value	C From Previous Application (CHD)	D This Period	Materials Presently	Total Completed and Stored to Date (C+ D + E)	% (F/G) Balance to Finish (G - F)
A Street - Roadway							
1	Cleaning and Grubbing	\$ 8,800.00	\$ 8,800.00		\$ -	\$ 8,800.00	1.00
4	Type A Salvaged Topsoil	\$ 14,500.00	\$ 7,250.00	\$ 7,250.00	\$ -	\$ 14,500.00	1.00
42	Removal of Structures & Obstructions	\$ 4,000.00	\$ 4,000.00		\$ -	\$ 4,000.00	1.00
	Construction Traffic Control	\$ 25,600.00	\$ 23,570.00	\$ 2,470.00	\$ -	\$ 26,040.00	0.90
	Traffic Signs	\$ 25,600.00	\$ -	\$ -	\$ -	\$ -	0.00
	SWPPP Documentation and Management	\$ 8,500.00	\$ 6,375.00	\$ 1,700.00	\$ -	\$ 8,075.00	0.95
	Mobilization	\$ 80,000.00	\$ 80,000.00		\$ -	\$ 80,000.00	1.00
	Construction Staking Level II	\$ 15,000.00	\$ 13,500.00	\$ 750.00	\$ -	\$ 14,250.00	0.95
A Street - Water							
96	Hydrostatic Pressure Testing & Disinfection	\$ 6,700.00	\$ 6,700.00		\$ -	\$ 6,700.00	1.00
A Street - Sewer							
116	Deflection & Pressure Test (8" Pipe and Manholes)	\$ 2,530.00	\$ 2,530.00		\$ -	\$ 2,530.00	1.00
						161,135.00	

Total This Estimate \$ 12,770.00

To Finish Lump Sum Items \$ 29,395.00

EOC No. C-400 (2003 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Page 2 of 9

Progress Estimate (A St Roadway)

Contractor's Application

Application Period: 3/15/2015 to 4/6/2015					Application Period: 4/6/2015				
CIP 2					Pay Application #4				
Specification Section No.	Item Description	Unit 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 (not in C)
2	Underdrain Installation	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
3	Underdrain Bottom	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
5	Temporary Fiber Log	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
7	Soil Stabilization	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
8	Subgrade	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
10	Aggregate Base Type 'A'	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
12	Soilfill	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
13	Reinforcing Fabric	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
14	Traffic Board Skid to Concrete Type A	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
15	Final Coat	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
16	Prime Coat	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
17	Concrete Type III (PCC-21.0)	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
18	Concrete Type III (PCC-21.0)	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
19	R.C.C.P. for Pavement	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
20	Reinforcing Steel	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
21	Class A Concrete	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
22	Concrete Curb 12" (Reinforced)	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
24	14" Concrete Sidewalk	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
25	12" Concrete Sidewalk	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
26	10" Concrete Sidewalk	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
27	Manhole 14" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
28	Manhole 12" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
29	Manhole 10" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
30	Manhole 8" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
31	Manhole 6" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
32	Manhole 4" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
33	Manhole 3" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
34	Manhole 2" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
35	Manhole 1" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
36	Manhole 0.5" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
37	Manhole 0.25" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
38	Manhole 0.125" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
39	Manhole 0.0625" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
40	Manhole 0.03125" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
41	Manhole 0.015625" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
42	Manhole 0.0078125" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
43	Manhole 0.00390625" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
44	Manhole 0.001953125" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
45	Manhole 0.0009765625" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
46	Manhole 0.00048828125" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
47	Manhole 0.000244140625" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
48	Manhole 0.0001220703125" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
49	Manhole 0.00006103515625" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
50	Manhole 0.000030517578125" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
51	Manhole 0.0000152587890625" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
52	Manhole 0.00000762939453125" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
53	Manhole 0.000003814697265625" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
54	Manhole 0.0000019073486328125" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
55	Manhole 0.00000095367431640625" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
56	Manhole 0.000000476837158203125" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
57	Manhole 0.0000002384185791015625" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
58	Manhole 0.00000011920928955078125" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
59	Manhole 0.000000059604644775390625" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
60	Manhole 0.0000000298023223876953125" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
61	Manhole 0.00000001490116119384765625" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00
62	Manhole 0.000000007450580596923828125" Dia	1,200.00 LF	\$ 8.00	\$ 9,600.00		1,200.00	\$ 9,600.00	1,200.00	1,200.00

Total Estimate \$ 554,593.70

To Finish Unit Price Items \$ 439,023.19

Progress Estimate (A St Water)

Contractor's Application

For Contract: CIP 2		Application Section: Pay Application #4										
Application Period: 3/15/2015 to 4/6/2015		Application Date: 4/6/2015										
A		B		C		D		E		F		
Specification Section No.	Description	Est Quantity	Unit Price	Est Value	Total Est Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total \$ Completed and Stored to Date (B+C)	Total \$ Completed and Stored to Date	% (E/B)	Balance to Fund: (B-F)
50	Undersized Excavation	495.00	YD	\$ 8.00	\$ 3,960.00	0.00	\$ -	\$0.00	\$3,960.00	\$3,960.00	100%	\$ -
51	Aggregate Base Type 'A'	48.00	CY	\$ 48.00	\$ 2,304.00	48.00	\$ 2,304.00	\$0.00	\$2,304.00	\$2,304.00	100%	\$ -
52	Subsided/Shoulders	115.00	LY	\$ 20.00	\$ 2,300.00	115.00	\$ 2,300.00	\$0.00	\$2,300.00	\$2,300.00	100%	\$ -
53	Prime Coat	20.00	CSAL	\$ 20.00	\$ 400.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$400.00
54	Superpave Type III (Patch) (PQ24-22-04)	25.00	TON	\$1.00	\$ 25.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$25.00
55	Full Depth PCC Patching (Placement Only)	45.00	YD	\$23.00	\$ 1,035.00	45.00	\$ 1,035.00	\$0.00	\$1,035.00	\$1,035.00	100%	\$ -
56	PCC Pavement	35.00	CY	\$23.00	\$ 805.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$805.00
57	CSAL SealCoat	3.00	YD	\$10.00	\$ 30.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$30.00
59	12" PVC	25.00	LF	\$4.00	\$ 100.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$100.00
61	12" PVC	25.00	LF	\$4.00	\$ 100.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$100.00
62	12" PVC	1,340.00	LF	\$3.00	\$ 4,020.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$4,020.00
63	12" Gully Valve	1.00	EA	\$700.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
65	12" Gully Valve	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
66	12" Gully Valve	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
68	12" Gully Valve	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
69	12" Gully Valve	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
70	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
72	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
73	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
74	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
75	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
76	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
77	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
78	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
79	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
80	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
81	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
82	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
83	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
84	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
85	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
86	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
87	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
88	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
89	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
90	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
91	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
92	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
93	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
94	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
95	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
96	12" Solid Storm	2.00	EA	\$350.00	\$ 700.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$700.00
97	Removal of Concrete Footprint	40.00	YD	\$ 15.00	\$ 600.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$600.00
98	Removal of Asphalt Footprint	70.00	YD	\$ 12.00	\$ 840.00	0.00	\$ -	\$0.00	\$ -	\$ -	0%	\$840.00
				\$	23,470.00							
				\$	4,210.00							
				\$	27,064.46							

Total Estimate \$ 4,210.00

To Fund Unit Price Items \$ 27,064.46

Contractor's Application

Approved by the Department Joint Contract Documents Committee and reviewed by the Associated General Contractors of America and the Construction Industry Institute for America

Progress Estimate (6 th St LUMP SUM BIDS)

Contractor's Application

For (contract):			CIP 2		Application Number:			Pay Application #4			
Application Period:			3/15/2015 to 4/6/2015		Application Date:			4/6/2015			
A			B		Work Completed						
ITEM			Scheduled Value		C		D		E		
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)						
6th Street - Roadway											
1		Clearing and Grubbing	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00	1.00	\$ -		
4		Type A Salvaged Topsoil	\$ 4,700.00	\$ -	\$ 2,350.00	\$ -	\$ 2,350.00	0.50	\$ 2,350.00		
42		Removal of Structures & Obstructions	\$ 10,200.00	\$ -	\$ 10,200.00	\$ -	\$ 10,200.00	1.00	\$ -		
		Construction Traffic Control	\$ 22,600.00	\$ 11,300.00	\$ 5,650.00	\$ -	\$ 16,950.00	0.75	\$ 1,650.00		
		Traffic Items	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	0.00	\$ 25,000.00		
		SWPPP Documentation and Management	\$ 6,500.00	\$ 3,250.00	\$ 1,625.00	\$ -	\$ 4,875.00	0.50	\$ 3,250.00		
		Mobilization	\$ 14,250.00	\$ 14,250.00	\$ -	\$ -	\$ 14,250.00	1.00	\$ -		
		Construction Staking Level II	\$ 12,500.00	\$ 3,125.00	\$ 3,125.00	\$ -	\$ 6,250.00	0.50	\$ 6,250.00		
A Street - Water											
90		Hydrostatic Pressure Testing & Deflection	\$ 6,100.00	\$ -	\$ 6,100.00	\$ -	\$ 6,100.00	1.00	\$ -		
A Street - Sewer											
216		Deflection & Pressure Test (8" Pipe and Manholes)	\$ 1,375.00	\$ -	\$ -	\$ -	\$ -	0.00	\$ 1,375.00		
						80,850.00					

Total This Estimate \$ 29,050.00

To Finish Lump Sum Items \$ 43,875.00

Progress Estimate (6th St Roadway)

Contractor's Application

CIP 2					Pay Application #4				
Application Period: 3/15/2015 to 4/6/2015					Application Date: 4/6/2015				
ITEM					E	D	E	F	G
Specification Section No.	Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Contract Value	Materials Presently Installed (not in C)	Total Completed and Started to Date (D + E)	% (F/G)
1	Undeveloped Excavation	1,571.00	CV	\$ 8.00	\$ 12,568.00	134.00	\$ 1,072.00	134.00	8%
2	Undeveloped Borrow	1,234.00	CV	\$ 4.00	\$ 4,936.00	0.00	\$ -	0.00	0%
3	Temporary Silt Fence	200.00	LF	\$ 5.00	\$ 1,000.00	200.00	\$ 1,000.00	200.00	100%
4	Temporary River Log	50.00	LF	\$ 8.00	\$ 400.00	0.00	\$ -	0.00	0%
5	Gravel Subgrade	1,000.00	CY	\$ 5.00	\$ 5,000.00	0.00	\$ -	0.00	0%
6	Watering	4.00	AL	\$ 250.00	\$ 1,000.00	0.00	\$ -	0.00	0%
7	Asphalt Base Type A	632.00	CY	\$ 15.00	\$ 9,480.00	0.00	\$ -	0.00	0%
8	Asphalt Base Type B	75.00	CY	\$ 15.00	\$ 1,125.00	0.00	\$ -	0.00	0%
9	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
10	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
11	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
12	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
13	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
14	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
15	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
16	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
17	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
18	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
19	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
20	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
21	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
22	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
23	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
24	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
25	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
26	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
27	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
28	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
29	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
30	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
31	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
32	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
33	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
34	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
35	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
36	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
37	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
38	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
39	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
40	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
41	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
42	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
43	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
44	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
45	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
46	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
47	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
48	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
49	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
50	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
51	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
52	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
53	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
54	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
55	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
56	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
57	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
58	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
59	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
60	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
61	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
62	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
63	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
64	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
65	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
66	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
67	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
68	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
69	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
70	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
71	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
72	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
73	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
74	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
75	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
76	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
77	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
78	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
79	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
80	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
81	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
82	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
83	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
84	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
85	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
86	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
87	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
88	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
89	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
90	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
91	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
92	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
93	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
94	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
95	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
96	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
97	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
98	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
99	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%
100	Asphalt Surface	4,100.00	CY	\$ 5.00	\$ 20,500.00	0.00	\$ -	0.00	0%

Total This Estimate: \$ 106,043.50

To Finish Unit Price Items \$ 526,278.50

Progress Estimate (6th St Water)

Contractor's Application

For (contract)		CIP 2				Application Number		Pay Application #4				
Application Period		3/15/2015 to 4/6/2015				Application Date		4/6/2015				
A		B		C		D		E		F		
Specification Section No.	Description	Est 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 (to x f)	Total % Completed and Stored to Date	Balance to Finish (B - F)	
50	Unclassified Penetration	400.00	CF	\$ 9.00	\$ 3,600.00	400.00	\$ 3,600.00	40.00	177.00	4,833.00	117%	\$ 1,833.00
51	CSM Pipe/Box	3.00	CF	\$ 145.00	\$ 435.00	1.00	\$ 145.00	0.00	2.00	400.00	100%	\$ -
52	2" PVC	80.00	LF	\$ 77.00	\$ 6,160.00	40.00	\$ 3,080.00	40.00	120.00	9,240.00	150%	\$ 3,080.00
53	4" PVC	1,640.00	LF	\$ 25.00	\$ 40,900.00	1,440.00	\$ 36,000.00	0.00	1,640.00	40,900.00	100%	\$ -
54	12" Gate Valve	2.00	EA	\$ 3,200.00	\$ 6,400.00	0.00	\$ -	2.00	2.00	6,400.00	100%	\$ -
55	8" Gate Valve	54.00	EA	\$ 1,300.00	\$ 70,200.00	0.00	\$ -	1.00	5.00	6,500.00	6%	\$ 63,700.00
56	4" Gate Valve	1.00	EA	\$ 800.00	\$ 800.00	1.00	\$ 800.00	1.00	1.00	800.00	100%	\$ -
57	Standard Valve Box	77.00	EA	\$ 100.00	\$ 7,700.00	77.00	\$ 7,700.00	3.00	8.00	4,240.00	47%	\$ 3,460.00
58	Pipe Endcap and Assembly	2,000.00	EA	\$ 1,200.00	\$ 2,400,000.00	2.00	\$ 2,400.00	0.00	2.00	6,500.00	67%	\$ 1,798.00
70	12" Solid Storm	2,000.00	EA	\$ 550.00	\$ 1,100,000.00	2.00	\$ 1,100.00	0.00	2.00	1,100.00	100%	\$ -
72	8" Solid Storm	3,000.00	EA	\$ 550.00	\$ 1,650,000.00	3.00	\$ 1,650.00	0.00	3.00	1,650.00	100%	\$ -
73	1 1/2" Storm	3,000.00	EA	\$ 250.00	\$ 750,000.00	0.00	\$ -	0.00	0.00	0.00	0%	\$ 750,000.00
75	1 1/2" Storm	3,000.00	EA	\$ 250.00	\$ 750,000.00	0.00	\$ -	0.00	0.00	0.00	0%	\$ 750,000.00
77	2" x 1 1/2" Storm Adapter	3,000.00	EA	\$ 250.00	\$ 750,000.00	0.00	\$ -	0.00	0.00	0.00	0%	\$ 750,000.00
78	2" x 1 1/2" Storm Adapter	3,000.00	EA	\$ 250.00	\$ 750,000.00	0.00	\$ -	0.00	0.00	0.00	0%	\$ 750,000.00
79	Service Connection (Short) Box	3,000.00	EA	\$ 1,200.00	\$ 3,600,000.00	0.00	\$ -	0.00	0.00	0.00	0%	\$ 3,600,000.00
80	Service Connection (Short) Box	3,000.00	EA	\$ 1,200.00	\$ 3,600,000.00	0.00	\$ -	0.00	0.00	0.00	0%	\$ 3,600,000.00
81	Service Connection (Short) Box	3,000.00	EA	\$ 1,200.00	\$ 3,600,000.00	0.00	\$ -	0.00	0.00	0.00	0%	\$ 3,600,000.00
82	8" x 6" Fitting	4,000.00	EA	\$ 100.00	\$ 400,000.00	0.00	\$ -	0.00	0.00	0.00	0%	\$ 400,000.00
86	6" x 4" Reducing Fitting	2,000.00	EA	\$ 100.00	\$ 200,000.00	0.00	\$ -	0.00	0.00	0.00	0%	\$ 200,000.00
87	4" x 3" Reducing Fitting	1,000.00	EA	\$ 100.00	\$ 100,000.00	0.00	\$ -	0.00	0.00	0.00	0%	\$ 100,000.00
91	Check Valve	1.00	EA	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	1.00	1.00	1,000.00	100%	\$ -
94	Valve Box	7.00	EA	\$ 100.00	\$ 700.00	0.00	\$ -	0.00	0.00	0.00	0%	\$ 700.00
95	Valve Box	1.00	EA	\$ 100.00	\$ 100.00	0.00	\$ -	0.00	0.00	0.00	0%	\$ 100.00
					\$ 23,918.00							
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Progress Estimate (6th St Sewer)

Contractor's Application

For Contract: CIP 2					Application Number: Pay Application #4							
Application Period: 3/15/2015 to 4/6/2015					Application Date: 4/6/2015							
Specification Section No.	ITEM Description	Est 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/G)	Balance to Finish (H - F)
100	Unclassified Encasement	720.00	CS	\$ 9.00	\$ 6,390.00	394.00	\$ 3,546.00		394.00	3,546.00	55%	\$ 2,844.00
101	Aggregate Base Type A	80.00	CS	\$ 45.00	\$ 3,600.00	85.00	\$ 3,825.00		85.00	3,825.00	100%	\$ -
102	Gravelstone Aggregate	250.00	CS	\$ 6.50	\$ 1,625.00	0.00	\$ -		-	-	0%	\$ 1,625.00
103	Full Depth PCC Patching (Placement Only)	250.00	CS	\$ 44.00	\$ 11,000.00	0.00	\$ -		-	-	0%	\$ 11,000.00
104	PCC for Trenches	90.00	CS	\$ 121.00	\$ 10,890.00	0.00	\$ -		-	-	0%	\$ 10,890.00
105	Concrete Curb (4" Rumble - Blasted)	150.00	LF	\$ 21.50	\$ 3,225.00	0.00	\$ -		-	-	0%	\$ 3,225.00
106	4" Concrete Sidewalk	65.00	CS	\$ 58.00	\$ 3,770.00	0.00	\$ -		-	-	0%	\$ 3,770.00
107	Manhole (4" Dia Standard)	2.00	EA	\$ 8,400.00	\$ 16,800.00	4.00	\$ 33,600.00		4.00	33,600.00	200%	\$ 16,800.00
108	Manhole (4" Dia Storm)	6.00	EA	\$ 3,200.00	\$ 19,200.00	2.00	\$ 6,400.00		2.00	6,400.00	33%	\$ 12,800.00
110	Asphalt Depth in MH	25.00	VF	\$ 220.00	\$ 5,500.00	20.00	\$ 4,400.00		20.00	4,400.00	80%	\$ 1,100.00
111	Video Inspection of Conduit (Pre-Construct)	817.00	LF	\$ 1.00	\$ 817.00	817.00	\$ 817.00		817.00	1,634.00	100%	\$ -
112	Video Inspection of Conduit (Post-Construct)	817.00	LF	\$ 1.00	\$ 817.00	0.00	\$ -		-	-	0%	\$ 817.00
113	4" PVC Sewer	817.00	LF	\$ 31.50	\$ 25,735.50	500.00	\$ 15,682.50		500.00	15,682.50	61%	\$ 10,053.00
114	4" PVC Sewer Service	275.00	LF	\$ 21.50	\$ 5,912.50	30.00	\$ 645.00		30.00	645.00	11%	\$ 5,267.50
115	Sewer Service Connection	11.00	EA	\$ 1,800.00	\$ 19,800.00	3.00	\$ 5,400.00		3.00	5,400.00	27%	\$ 14,400.00
117	Removal of Concrete Footings	250.00	SY	\$ 41.50	\$ 10,375.00	200.00	\$ 8,300.00		200.00	8,300.00	76%	\$ 2,075.00
118	Removal of Sidewalk	80.00	SY	\$ 15.50	\$ 1,240.00	60.00	\$ 930.00		60.00	930.00	100%	\$ -
119	Grading Powerdown - RT	500.00	LF	\$ 1.00	\$ 500.00	500.00	\$ 500.00		500.00	500.00	100%	\$ -
					\$ 134,790.00				\$ 62,488.00			\$ 72,302.00

Total This Estimate \$ 62,488.00

To Finish Unit Price Items \$ 72,302.00

SCHEDULE "D"

FORM OF PAYMENT REQUISITION

PAYMENT REQUISITION
SERIES 2013 PROJECT ACCOUNT
THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: May 5, 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, and as further supplemented and amended by a Series 2013 Supplemental Note Indenture dated as of June 1, 2013 (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 2013 Project Account within the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

EST	874081029
CREDITOR	TRUST NO.

615 N Hudson, Suite 300 Oklahoma City, OK 73102
MAILING ADDRESS

Construction Services	Invoice: 34410
ITEM	ITEM NO.

April 30, 2015	CIP #2	\$35,880.00
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



City Manager or Chairman

Date: May 5, 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

April 30, 2015
Project No: 6005029.000
Invoice No: 34410

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

Project 6005029.000 CIP #2, 6th Street and A Street

Professional Services from April 01, 2015 to April 30, 2015

Phase 001 A Street
Fee

Billing Phase	Fee	Percent Complete	Earned
Construction Management Services	68,250.00	90.00	61,425.00
Materials Testing	21,450.00	90.00	19,305.00
Audit	6,500.00	0.00	0.00
Total Fee	96,200.00		80,730.00
		Previous Fee Billing	44,850.00
		Current Fee Billing	35,880.00
	Total Fee		35,880.00
		Total this Phase	\$35,880.00

Phase 002 6th Street
Fee

Billing Phase	Fee	Percent Complete	Earned
Construction Management	36,750.00	40.00	14,700.00
Materials Testing	11,550.00	40.00	4,620.00
Audit Services	4,500.00	0.00	0.00
Total Fee	52,800.00		19,320.00
		Previous Fee Billing	7,245.00
		Current Fee Billing	12,075.00
	Total Fee		12,075.00
		Total this Phase	\$12,075.00
		Total this Invoice	\$47,955.00



McAlester City Council

AGENDA REPORT

Meeting Date:	May 12, 2015	Item Number:	
Department:	911 Communications	Account Code:	
Prepared By:	Shawn Smith	Budgeted Amount:	
Date Prepared:	May 5, 2015	Exhibits:	1

Subject

Consider and act upon, awarding contract in the amount of \$11,050.00 dollars to Rave Mobile Safety for providing mass notification services.

Recommendation

Motion to approve the written contract proposed by Rave Mobile Safety.

Discussion

Per the recommendation of the Board of County Commissioners, Pittsburg County, see letter attached, to accept contract proposed by Rave Mobile Safety to provide mass notification services to the City of McAlester/Pittsburg County. The Rave system will provide additional emergency services at a considerable reduction in cost compared to the previous services provided.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	Shawn Smith	May 5, 2015
City Manager	P. Stasiak	



MOBILE SAFETY

50 Speen Street Suite 301

Framingham, MA 01701

508-848-2484

LICENSE & SERVICES ORDER FORM ("ORDER FORM")

Client Information	
Client Name:	McAlester/Pittsburg County 911
Client Address:	1210 N. West Street
Client City, State, Zip:	McAlester, OK 74501

Contact Information	
Contact Name:	Kevin Enloe
Contact Title:	Emergency Management Director
Contact Email:	mcalester.pittscoem1@gmail.com
Contact Phone:	918-423-5655

Initial License Term:	4.30.2015 through 4.29.2016
-----------------------	-----------------------------

Annual License & Services Fees:			
Product Name:	Estimated Population	Annual Fee per User (if applicable)	Annual License Fee
Rave Alert w/ SmartPrepare	45000	N/A	\$ 8,550.00
One-Time Fees (Set Up & Integration):			
Rave Alert w/SmartPrepare Setup			\$ 2,500.00

Total Fees:	1.00	Year(s) @	\$ 8,550.00	per year	\$ 8,550.00
One-Time Fees (Set Up & Integration):					\$ 2,500.00
Contract Total:					\$ 11,050.00

Fees Payable Net 30	\$ 11,050.00
---------------------	--------------

Rave Alert (Messages sent through Rave Management Console):	<u>Unlimited Text/SMS, Email, RSS for messages sent through Rave Management Console.</u>
Rave Alert (SMTP Messages sent through Rave Alert optional components):	<u>Unlimited SMTP messages</u> If applicable, alert messages may be sent via optional components including the Rave Alert Peer-to-Peer Groups, the Rave Alert API Toolkit, and the Rave Alert Blackboard Building Block License. For Rave Alert optional components, the message delivery default is SMTP. If the product SMTP defaults are overridden and changed to SMPP/SMS delivery method, the Client may be subject to additional charges. If applicable, these additional per message fees (\$0.03 per SMPP message) are billed quarterly in arrears.
Rave Voice (if applicable):	<u>Unlimited voice calls for calls made within and to the contiguous continental United States. International and long distance rates may apply for other calls.</u>

Standard Conditions:

1. **Effective Date:** The effective date of this Order Form will be the date of last execution as set forth in the signature block below ("Effective Date").
2. **Master License and Services Agreement.** By signing this Order Form, Client agrees to be bound by all of the standard terms and conditions of the Rave Mobile Safety Master License and Services Agreement which is hereby expressly incorporated by reference in this Order Form as set forth in the following URL of Rave: <http://terms.ravewireless.com/terms/masterlicense.html> ("Agreement") or as otherwise attached hereto. Any capitalized terms used in this Order Form, unless specifically defined herein, shall have the meanings assigned to them in the Agreement. By signing this Order Form, Client agrees to license the Products listed above subject to all of the terms and conditions of the Agreement and this Order Form. Client's offer to license the Products becomes a binding commitment upon signing of this Order Form by both parties. The individual representative of Client executing this Order Form has full authority to bind Client and its Affiliates to the terms and conditions of the Agreement.
3. **Fees Payable.** Client shall pay to Rave, or its designee, without offset or reduction, the Fees set forth in this Order Form (or a related invoice in connection with any Renewal License Term) within thirty (30) days of the relevant Rave invoice. Rave reserves the right to increase the above-referenced "Annual License Fees" (not to exceed 10% annually) following the Initial License Term or any Renewal License Term, as the case may be.
4. **Purchase Orders.** Client agrees that if its internal procedures require that a purchase order be issued as a condition to payment of any Fees due to Rave, Client will timely issue such purchase order to Rave. Notwithstanding the foregoing, Client agrees that the absence of a purchase order or other ordering document may not be used as a defense to avoid or excuse the performance of any of Client's obligations under the Agreement, including, but not limited to, payment of all Fees due to Rave.
5. **Services.** Client is responsible for supplying and maintaining, at its own expense, the required hardware and supplies to run the related Product. In addition, the above-referenced "Remote Set-Up and Configuration" fees cover an initial one-time deployment. If Client makes Infrastructure or other changes (including, but not limited to, changes in its location, equipment, carrier, network or other hardware) that require re-deployment and additional testing of Services, additional Set-Up and Configuration fees may apply.

Special Conditions:**Agreed to and Accepted:**

McAlester/Pittsburg County 911

By:

Name:

Title:

Date:

Rave Wireless, Inc. d/b/a Rave Mobile Safety

By:

Name:

Title:

Date:

PLEASE FAX COMPLETED AND SIGNED ORDER FORM TO 917-591-9105.



Board of County Commissioners, Pittsburg County

*Gene Rogers
District #1*

*Kevin Smith
District #2*

*Ross Selman
District #3*

April 27, 2015

City of McAlester
Pete Stasiak, City Manager
P O Box 578
McAlester, OK 74502

RE: R.A.V.E. Mass Notification System

Dear Mr. Stasiak,

This morning during a regular meeting of the Board of County Commissioners. The Commissioners verbally approved a contract between the City of McAlester-Pittsburg County 911 and R.A.V.E. for mass notification services. This service is more user-friendly and less expensive than our current provider.

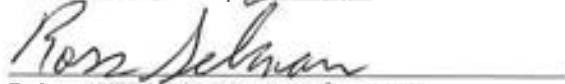
The Board of County Commissioners, Pittsburg County, hereby recommend that the McAlester City Council approve the contract for R.A.V.E. Mass Notification services.

Should you have any questions, please feel free to contact our office at your convenience.


Sincerely,
BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA



GENE ROGERS, Chairman



ROSS SELMAN, Vice-Chairman



KEVIN SMITH, Member

ATTEST:





HOPE TRAMMELL, County Clerk

LEASE AND CONTRACT

THIS AGREEMENT, entered in this _____ day of _____, 2015, by and between the City of McAlester, Oklahoma, a Municipal Corporation, PARTY OF THE FIRST PART, and the Boys and Girls Club of McAlester, Oklahoma, PARTY OF THE SECOND PART, the terms and conditions of which are as follows to-wit:

1. That the PARTY OF THE FIRST PART, for and in consideration of the sum on One Dollar and other good and valuable considerations and in consideration of the covenants and agreements hereinafter contained, does hereby demise, lease and let unto the PARTY OF THE SECOND PART the following described real estate situated in Pittsburg County, Oklahoma.

A survey plat of said real estate property is attached as "Exhibit A" and made a part of this lease by reference.

2. It is further agreed by and between the parties that this lease shall be for a period of fifteen (15) years from the date of the execution of this agreement, subject to the provision hereinafter contained for prior termination of this agreement.
3. It is mutually understood and agreed that the lands, herein leased shall be for the intended purpose for use as youth athletic fields and related activities by the lessee, which shall be operated by the Boys and Girls Club of McAlester, Oklahoma without profit. It is further agreed that if for a period of twelve (12) months, or longer, said PARTY OF THE SECOND PART, fails to use such property for such use and related activities, or uses the property for any unauthorized use, that this lease shall be at an end and cancelled, and the property shall revert back to the PARTY OF THE FIRST PART.
4. It is further understood that the PARTY OF THE SECOND PART shall provide scheduling, supervision and security of and for the use of the facilities.
5. It is further understood and agreed that during the term of this lease said premises shall be under the exclusive jurisdiction of the PARTY OF THE SECOND PART and that the PARTY OF THE SECOND PART will indemnify and hold harmless PARTY OF THE FIRST PART from any and all claims, liens, demands, and lawsuits by reason its the negligence or use of said premises and in the event that any suit is brought naming PARTY OF THE FIRST PART as a party defendant by reason of injury or damage to any person or property that the PARTY OF THE SECOND PART will pay all expenses, including attorney's fees, together with all damages incurred by the PARTY OF THE FIRST PART. The PARTY OF THE SECOND PART make said PARTY OF THE FIRST PART an additional insured and shall provide proof of such liability insurance in the amount provided under the Governmental Torts Claim Act, Title 51, Okl. Stat. Secs. 151 et seq.

6. It is also agreed that the maintenance of the property and any equipment, buildings, or improvements located on said premises and of the land hereby leased shall be the sole responsibility of the PARTY OF THE SECOND PART and who will keep said premises clean, mowed, visually consistent with its surrounding use, and will maintain said premises in an acceptable and sanitary manner, observing compliance with all municipal codes. The PARTY OF THE SECOND PART shall arrange for and pay for all utility cost related to the facilities herein leased.
7. It is further agree that the PARTY OF THE SECOND PART will not at any time, without the permission in writing of the PARTY OF THE FIRST PART, erect any additional structures on said land, cut down any trees on said land and will not sell or remove any sand, gravel, soil, or minerals of any kind and will not in any way commit waste upon said premises. That said PARTY OF THE FIRST PART shall have an absolute right to enter onto the premises at any reasonable time to inspect or survey the subject premises, but shall do so in a manner that does not interfere with the quiet use and enjoyment thereof by said PARTY OF THE SECOND PART.
8. That during the term of this lease any improvements to the leased property which are made and paid for by the PARTY OF THE SECOND PART, or which may be made in the future shall be owned and remain the property of the PARTY OF THE SECOND PART and shall continue under its exclusive dominion and control, subject to the provisions of this agreement. If the PARTY OF THE SECOND PART abandons or fails to use the premises for twelve (12) months, the lease is cancelled, and the premises with improvements will revert to the PARTY OF THE FIRST PART.
9. It is further agreed that the violation of any of the conditions and covenants herein contained by the PARTY OF THE SECOND PART shall, except as herein above indicated, entitle the PARTY OF THE FIRST PART to re-enter said lands and take the quiet and peaceable possession thereof and will entitle the PARTY OF THE FIRST PART to terminate this lease. Provided, this provision shall not apply until PARTY OF THE FIRST PART shall first give PARTY OF THE SECOND PART written notice of the violation and a reasonable time to correct the same not to exceed sixty (60) days.
10. That upon the expiration or termination of this lease agreement the PARTY OF THE FIRST PART shall re-enter said lands and take the quiet and peaceable possession thereof, including any improvements to the lease property which have been made or paid for by the PARTY OF THE SECOND PART.

CITY OF MCALESTER
PARTY OF THE FIRST PART,

BY:

STEVE HARRISON, MAYOR

ATTEST:

CORA MIDDLETON

THE BOYS AND GIRLS CLUB OF
MCALESTER, OKLAHOMA
PARTY OF THE SECOND PART,

BY:

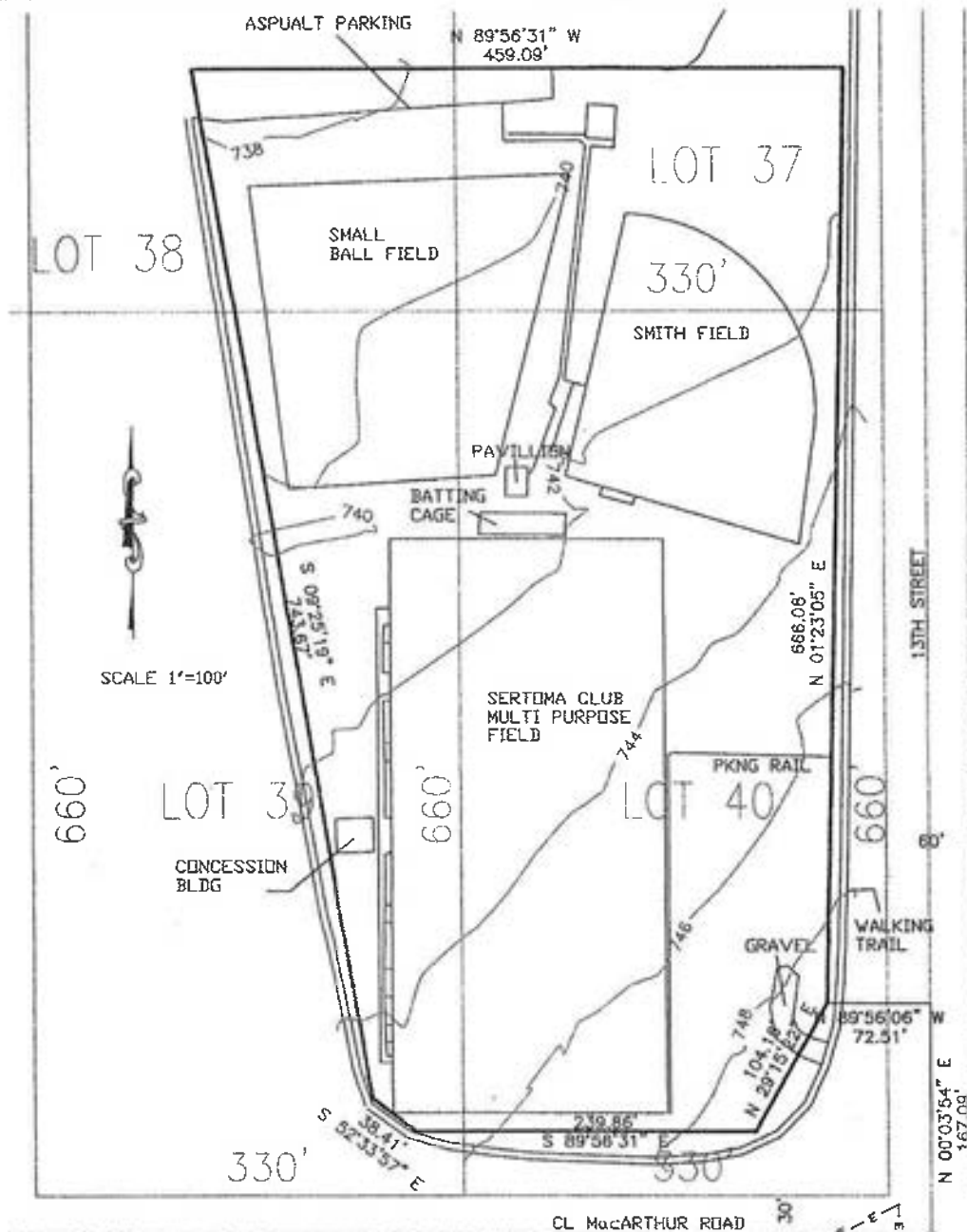


CLINT ALLFORD, PRESIDENT

ATTEST:

Cell 918-429-5999 Fax 918-423-7761

BASIS OF NORTH: GPS OBSERVATION



A TRACT OF LAND CONTAINING IN PARTS OF LOTS 37, 38, 39 AND 40 ALL IN TOWNSHIP ADDITION NO. 4, IN THE CITY OF McALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID LOT 40; THENCE N00°03'54"E ALONG THE EAST LINE OF LOT 40 A DISTANCE OF 167.89 FEET; THENCE N89°56'06"W A DISTANCE OF 72.51 FEET TO THE POINT OF BEGINNING; THENCE N01°23'05"E A DISTANCE OF 666.08 FEET; THENCE N89°56'31"W A DISTANCE OF 459.09 FEET; THENCE S09°25'19"E A DISTANCE OF 743.67 FEET; THENCE S52°33'57"E A DISTANCE OF 38.41 FEET; THENCE N89°56'31"E A DISTANCE OF 239.86 FEET; THENCE N29°15'22"E A DISTANCE OF 104.16 FEET TO THE POINT OF BEGINNING.

MILLIGAN LAND SURVEYING PLLC.
C.A. 5298 (PLS) exp 06/30/2015
216 Peaceable Ridge, McALESTER, OK 74501
Cell 918-429-5999 Fax 918-423-7761

THIS PLAT OF SURVEY MEETS OR EXCEEDS THE
OKLAHOMA MINIMUM STANDARDS FOR THE
PRACTICE OF LAND SURVEYING AS ADOPTED
BY THE OKLAHOMA BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS AND LAND
SURVEYORS

WILL MILLIGAN, LS # 1661

Page 1/1
Quote 026569
Date 4/23/2015

Oklahoma Municipal League

73-6017917
201 NE 23rd
Oklahoma City OK 73105-3199

Bill To: MCALESTER
1ST & WASHINGTON
PO BOX 578
MCALESTER OK 74502-0578

Ship To: MCALESTER
1ST & WASHINGTON
PO BOX 578
MCALESTER OK 74502-0578

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	611000			DUE UPON RECEIPT	0/0/0000	81,815
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	MCO	Mayors Council of OK Membership Please return attached application with payment	EACH	\$0	\$305	\$305.00

Please return a copy of invoice with remittance

Subtotal	\$305.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$305.00

Mayors Council of Oklahoma

2015-2016 Membership Information

Mayor's Name: _____ City of: _____

Mailing Address: _____
(Address where Mayors Council of Oklahoma materials should be sent)

City, State, Zip: _____ Telephone: _____

E-mail: _____ Fax: _____

Billing

☐ Bill City ☐ Check Enclosed ☐ Master Card ☐ Visa ☐ American Express (PayPal Only)

Name (as it appears on your card) _____

Card No. _____ Exp. Date (Month/Year) _____ V Code: _____
(The V Code is the three-digit number found on the back of the card on the signature panel after the card number.)

Credit Card Billing Address / Zip Code _____

Signature _____ Email for Receipt _____

Or sign up on our website at <http://okmayors.webs.com/>

Getting involved in MCO!

If you would be willing to serve by working with other mayors on one or more MCO activities, please complete the section below marking the appropriate event(s).

- | | |
|--|---|
| <input type="checkbox"/> Legislative Issues | <input type="checkbox"/> 2015 Mayors' Summer Conference
June 18-20, Tahlequah |
| <input type="checkbox"/> Mayor Mentor Program | <input type="checkbox"/> Board of Directors (meets monthly) with one
representative and one alternate from each
sub-state planning district |
| <input type="checkbox"/> Help a new Mayor | |
| <input type="checkbox"/> Receive assistance from an
experienced mayor | |
| <input type="checkbox"/> Congress of Mayors
(January 22, 2016) | <input type="checkbox"/> Will serve as needed |

Service Participation Fee Schedule:

Please return with remittance.

Population	Participation Fee
Over 100,000	\$755
30,000 - 99,999	405
15,000 - 29,999	305
5,000 - 14,999	205
1,000 - 4,999	105
Under 1,000	55

Please return to: Mayors Council of Oklahoma, 201 NE 23rd Street, Oklahoma City, OK 73105.

If you have questions, please contact Sarah Lingenfelter at (800) 324-6651 or 528-7515 locally.

McAlester Main Street Third Quarter Report FY 2014-2015

Oklahoma
Historical
Society®

Octaw Avenue, McAlester, Okla.



BancFirst
Loyal
To Oklahoma & You

THE BANK
National
Association



McAlester
THE GREAT AMERICAN
EXPERIENCE

ARVEST

First National Bank
& Trust Co. of McAlester

Board of Directors:

Carl Gullick, President

Nicole Stufflebean, Vice President

Chris Good, Treasurer

Amber Young, Secretary

Kathy Cowl

Billy Ray Holt

Brenda Baxter

Lee Anderson

Raynada Wall

Chris Taylor

Staff:

Lacey Sudderth, Executive Director

Membership:

10 Individual Members

2 Non-Profit Members

7 Business Members

Main Street Board Meetings

McAlester Main Street Board of Director Meetings are held on the second Tuesday of every month at 8:30 am at the Meeting Place 104 E Choctaw Ave.

Main Street Annual Membership Meetings

McAlester Main Street has an Annual Membership Meeting held every January to inform our members of the activities our organization does to help revitalize our Downtown and Old Town.

Volunteerism

McAlester Main Street has several volunteers who help us with all of our events. We had a total of 98 hours this quarter.



McAlester Main Street 2014-2015 Budget	Third Quarter	Yearly Budget
Revenue		
In-Kind (accounting)	\$ 1626.00	\$ 5,575.00
Fundraiser	\$ 351.00	\$ 9,000.00
Interest Income	\$ 4.00	\$ 0
McAlester City Contract	\$ 7,056.00	\$ 27,398.00
Membership	\$ 1,575.00	\$ 14,000
Total Revenue	\$ 10,612.00	\$ 55,973.00
Operating Expenses		
Advertising	\$ 0	\$ 5,056.00
Insurance	\$ 1,316.00	\$ 1,631.00
In Kind (accounting)	\$ 1,626.00	\$ 5,575.00
Office Supplies	\$ 100.00	\$ 700.00
Payroll and Expenses	\$ 6,799.00	\$ 29,813.00
Travel Expenses	\$ 1,299.00	\$ 3,500.00
Website	\$ 0	\$ 1,800.00
Rent for New Office 119 E Choctaw Ave	\$ 534.00	\$ \$2,198.00
Committee Expenses	\$ 552.00	\$ 5,450.00
Contingency	\$ 0	\$ 250.00
Fundraising Downtown	\$ 0	\$ 0
Total Expenses	\$ 12,226.00	\$ 55,973.00
Net Income	\$ -1,614.00	\$ 0
Cash Assets (Actual cash in bank + \$100 petty cash in drawer)	\$ 9,622.24	

Social Media

McAlester Main Street continues to manage the Main Street Facebook page for social media outreach. Number of "Likes" as of March 31, 2015 equaled 2,147.

The Facebook logo, consisting of the word "facebook" in white lowercase letters on a blue rectangular background.

Print Media

Regular advertising, articles, and press releases are sent to local newspapers, including the *McAlester News-Capital* and the *Oklahoma Bargain Journal*.

McAlester Radio



Executive Director Lacey Sudderth continued radio shows as the guest of Megan Waters on KNED AM 1150 every month.

Websites

Online web pages were maintained and updated for McAlester Main Street

www.mcalestermainstreet.com

Veterans Day Parade Planning

On January 6th 2015 McAlester Main Street
partnered with City of McAlester Tourism
to begin planning Downtowns First Annual
Veterans Day Parade which will be sched-
uled for November 11, 2015 at 6 pm.

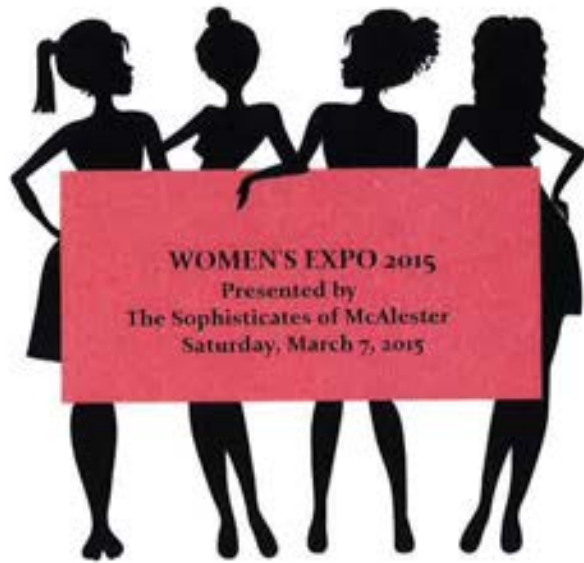


Lunch Bunch

McAlester Main Street began its first "Lunch Bunch" event on January 8th at the Urban Overlook to help our Main Street members restaurants. We had an attendance of 15 people attend the first months event. It continues to be a success and we hope to have a group of 30 by May's event.



Women's Expo



In March, McAlester Main Street had a booth at the Women's Expo to help promote our Downtown and Old Town shopping and dining. We feel that it was a success and information was received well.

Main Street Capital Day

In March, McAlester Main Street represented the City of McAlester and Downtown and Old Town at Main Street Capital Day with an information booth.



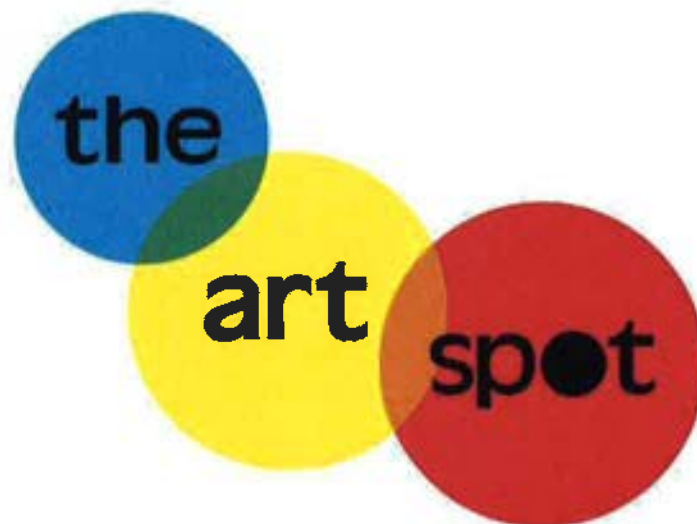
National Historic Register

McAlester's Downtown was approved for the Historic Register on the National Register of Historic Places. McAlester's Downtown is now an official historic downtown.



New Member!

McAlester Main Street is very proud to announce the Art Spot as our new member!!! The Art Spot is a great addition to our Downtown. Every Friday and Saturday the Art Spot is full of excited customers ready to paint and have a great time.



**art parties • art after school
• art workshops & more**

MMS Projects Continuing

2nd Downtown Parklet

1st Old Town Parklet

Side Walk Art

Downtown Streetscape

McAlester Main Street works hard to revitalize our Downtown and Old Town. We continue to come up with new creative ways to improve our historic districts and bring our community together.





McAlester City Council

AGENDA REPORT

Meeting Date: May 12, 2015
Department: Community Services
Prepared By: Mel Priddy
Date Prepared: May 4, 2015

Item Number: _____
Account Code: _____
Budgeted Amount: _____
Exhibits: _____

Subject

Consider and act upon, a Personal Services Agreement with Quick Gro Erosion Control, LLC for haybaling on the Steven Taylor Industrial Park and Hwy 31 west of Indian Nation Turnpike in the amount of \$800.00

Recommendation

Motion to approve a Personal Service Agreement with Quick Gro Erosion Control, LLC for haybaling in the amount of \$800.00

Discussion

The Community Services Department received (3) bids for haybaling on Steven Taylor Industrial Park and Hwy 31 west of the Indian Nation Turnpike. Staff recommends awarding the high bid of \$800.00 to Quick Gro Erosion Control, LLC.

Approved By

Department Head
City Manager

Initial
MWP

Date

Personal Service Agreement
By and Between the City of McAlester and Qwik Gro Erosion Control, LLC

This Personal Service Agreement made and entered into this 13th day of May, 2015, by and between the City of McAlester, Oklahoma (the "City"), an Oklahoma municipal corporation, and Qwik Gro Erosion Control, LLC an individual (the "Contractor") hereinafter collectively referred to as (the "Parties").

WHEREAS, the City desires to allow Contractor to bale hay on the property known as: approximately 11 acres of property known as Steve Taylor Industrial Park and also 34.12 acres of property on Hwy 31, west of the Indian Nation Turnpike.

WHEREAS, the Contractor has shown an ability to adequately meet the terms and conditions of this Agreement; and

NOW THEREFORE, in consideration of the terms, conditions, and covenants herein set forth, City and Contractor mutually agree as follows:

1. GRANT

For and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the City does hereby grant Contractor the right to bale hay on Hwy 31 West of Indian Nation Turnpike, and Steve Taylor Industrial Park (the "Property").

2. TERM

This Agreement shall commence the 13th day of May, 2015, (the "Commencement Date"), and unless terminated earlier in the manner set forth herein, shall terminate on the 13th day of May, 2015, (the "Term").

3. PAYMENT

The Contractor shall pay the City cash equal eight hundred dollars and no/cent (\$800.00) for the Term of this Agreement. All sums due to City shall become due and payable within 10 days of approval by the City Council. Any sums due City and not received within five (5) days after the date due shall be grounds for termination of this Agreement without advance notice to Contractor.

4. USE

A. The Contractor shall actively use the Property as agreed by this Agreement. Failure to bale hay shall be grounds for immediate termination of this Agreement.

-1-

B. The City shall not be responsible or liable to Contractor or anyone

claiming by, through, or under Agreement for any costs, expenses, profits, or other compensation whatsoever and Contractor shall, among other things, at its sole cost and expense, furnish all labor, equipment, tools, vehicles, and other forms of transportation, and any other items necessary to bale hay on the Property.

5. TERMINATION

A. The City reserves the right to terminate this Agreement at any time, for any reason, upon ten (10) days' prior written notice to the Contractor.

6. CONTRACTOR COVENANTS

A. Contractor shall furnish all equipment and labor to bale and remove all hay from the Property.

B. Contractor shall conduct all hay baling in a good and workmanlike manner.

C. Contractor shall not, without prior written consent of City, burn any hay, straw, grass vegetation or stalks on the Property.

7. INDEMNIFICATION

Contractor shall indemnify and save harmless the City against and from any and all claims by or on behalf of any person(s), firm(s), corporation(s), or any other entity arising from Contractor's use of the Property or conduct of its business or from any activity, work, or anything done, permitted or suffered by the Contractor, in or about the Property, and will further indemnify and save the City against and from any and all claims arising from any breach or default on Contractor's part in the performance of any covenant or agreement on Contractor's part to be performed pursuant to the terms of this Agreement or arising from any act, negligent or intentional, of Contractor, or any of its agents, contractors, servants, employees, visitors, or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim, action, or proceeding brought against the City by reason of such claim. Contractor, upon written notice from the City, shall resist and defend, at Contractor's sole cost and expense, such action or proceeding by counsel reasonably satisfactory to City. Contractor hereby waives all claims in respect thereof against the City and agrees to defend and save the City, its agents, contractors, servants, employees, visitors, or licensees harmless from and against any such claim by others.

Contractor agrees to maintain insurance adequate to cover any potential liabilities that may arise as a result of this Agreement, which evidence of said insurance shall be furnished the City Clerk prior to hay baling on City Property.

THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS LEASE.

8. NOTICES

All notices to be given hereunder shall be in writing and may be given, served, or made by (a) depositing the same in the United States Mail addressed to the authorized representative of the party to be notified, postpaid and registered or certified with return receipt requested or (b) through a recognized and bonded local or national professional courier service which provides adequate documentation as proof of transmittal and/or delivery of said notice. Notices shall become effective when actually received.

Contractor:

Qwik Gro Erosion Control, LLC
1702 E. Carl Albert
McAlester, Okla. 74501

City:

Pete Stasiak
City Manager
City of McAlester
28 E. Washington
McAlester, Ok. 74501

9. ASSIGNMENT

Contractor shall not sublet, or assign or in any manner encumber this Agreement.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Contractor and the City with respect to the matters covered thereby and shall extend to and is binding upon the heirs, executors, administrators, and personal representatives of the parties hereto.

11. VENUE

This Agreement shall be governed by the laws of the State of Oklahoma and exclusive venue shall be Pittsburg County, Oklahoma.

12. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors.

14. MISCELLANEOUS DRAFTING PROVISIONS

This Agreement shall be deemed drafted equally by all parties hereto.

IN WITNESS WHEREOF, the parties hereunto signed this Agreement as of the date first above written.

Executed for and on the behalf of the City on the ____ day of _____, 20 ____.

CITY OF McALESTER
An Oklahoma Municipal Corporation

Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Executed for and on behalf of the Contractor on the ____ day of _____ 20 ____.

CONTRACTOR

APPROVED AS TO FORM:

Joe Ervin, City Attorney

**CITY OF MCALESTER
FIVE YEAR CAPITAL OUTLAY PROGRAM SUMMARY**

Division	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	TOTALS
Public Utilities	2,216,000	3,402,000	2,645,000	1,055,000	870,000	10,188,000
Public Works	3,354,000	3,364,000	2,374,000	1,459,000	1,222,000	11,773,000
Community Services	417,495	576,000	187,650	60,000	30,000	1,271,145
Police	393,214	630,500	255,000	255,000	255,000	1,788,714
Fire	772,000	275,000	80,000	74,000	639,000	1,840,000
Community & Economic Dev.	48,900	-	-	-	-	48,900
Administration/Finance	189,700	20,600	165,600	20,600	20,600	417,100
TOTALS	\$ 7,391,309	\$ 8,268,100	\$ 5,707,250	\$ 2,923,600	\$ 3,036,600	\$ 27,326,859

Project Type	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	TOTALS
Water	395,000	845,000	1,095,000	295,000	95,000	2,725,000
Vehicles/Equipment	2,648,395	3,464,100	2,603,250	1,364,600	1,715,600	11,795,945
Streets/Other	795,000	1,409,000	1,095,000	1,224,000	1,186,000	5,709,000
Wastewater	825,000	1,775,000	805,000	-	-	3,405,000
Miscellaneous	2,194,414	57,000	59,000	40,000	40,000	2,390,414
Parks/Related Projects	25,000	245,000	-	-	-	270,000
Buildings	508,500	473,000	50,000	-	-	1,031,500
TOTALS	\$ 7,391,309	\$ 8,268,100	\$ 5,707,250	\$ 2,923,600	\$ 3,036,600	\$ 27,326,859

Funds Available from Other Sources						
Stormwater	415,000	182,000	200,000	220,000	242,000	1,259,000
Equipment Leases	741,995	1,277,500	560,150	555,000	891,000	4,025,645
SUBTOTALS	\$1,156,995	\$1,459,500	\$760,150	\$775,000	\$1,133,000	\$5,284,645
Funds Available from Other Programs						
Landfill	2,010,000	1,385,000	945,000	0	0	4,340,000
Automated Meter Reader	600,000	600,000	600,000	600,000	600,000	3,000,000
County Tax	30,000	30,000	30,000	30,000	30,000	150,000
IT fund	151,714	345,000	0	0	0	496,714
SUBTOTALS	\$2,791,714	\$2,360,000	\$1,575,000	\$630,000	\$630,000	\$7,986,714
TOTALS	\$3,948,709	\$3,819,500	\$2,335,150	\$1,405,000	\$1,763,000	\$13,271,359
DELTA	\$3,442,600	\$4,448,600	\$3,372,100	\$1,518,600	\$1,273,600	\$14,055,500

COLLECTIVE BARGAINING AGREEMENT



**THE FRATERNAL
ORDER OF POLICE
LODGE NO. 97**

and

THE CITY OF McALESTER, OKLAHOMA



July 1, 2015 to June 30, 2016

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MCALISTER FOP COLLECTIVE BARGAINING AGREEMENT 2015/2016

ARTICLE 1

RECOGNITION

SECTION 1. Pursuant to and in accordance with 11 OS 51-101, the City of McAlester recognizes the Fraternal Order of Police, Lodge Number 97, as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of negotiating wages, hours and other conditions of employment.

SECTION 2. The term "employee", as used herein, shall be all commissioned police officers of the City of McAlester, but does not include:

- a. Chief of Police
- b. (One) Designated Administrative Assistant or Deputy Police Chief
- c. Non-Commissioned Employees
- d. Part-Time and/or Temporary Employees
- e. All Probationary Employees (Exception, Promotional Probations) The initial probationary period for a new hire shall not exceed twelve (12) months absent a written agreement by the city and the Lodge to extend the probationary period past twelve months.

ARTICLE 2

MANAGEMENT RIGHTS

SECTION 1. The F.O.P. agrees that the City has, and will continue to retain, whether exercised or not, the sole right to Operate and manage its affairs in all respects; and the power or authority which the City has not officially abridged, or modified by the express provisions of this Agreement, is retained by the City. The rights of the City, through its management officials, shall include, but not be limited to, the right to determine the organization of City Government; to determine the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of operations of the City; to set standards for services to be offered to the public; to increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees from duties or organization of the department.

SECTION 2. The Chief of Police, as designated by the City Manager under the McAlester City Charter, S 3-2, pp. 1 & 2, shall have the right to assign work and overtime within the Police Department; to hire, train, examine, classify, promote, retrain, transfer, assign and schedule employees in positions within the Police Department; to suspend, demote, discharge, or take other disciplinary action against employees for proper cause, as defined by the Rules and Regulations of the McAlester Police Department in

Chapter II, Section 200-207, inclusive; to determine the location, methods, means, and personnel by which operations are to be conducted; and to establish, implement, and maintain an effective internal security program.

SECTION 3. The City has the sole authority to determine the purpose and mission of the City and to prepare and submit budgets to be adopted by the City Council.

SECTION 4. The City shall not relinquish those inherent managerial functions, prerogatives, and policy-making rights, which the City has not expressly modified or restricted by a specific provision of this Agreement.

SECTION 5. Those managerial functions, prerogatives, and policy-making rights which have been delegated, modified, or restricted by this Agreement, are subject to the grievance procedure contained herein.

ARTICLE 3

PROHIBITION OF STRIKES

SECTION 1. "Strike" is defined within the Oklahoma State Statutes (Title 11 51-102) and shall be the definition for purposes of this Agreement.

SECTION 2. Neither the F.O.P., nor any of its officers or members covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike action whatsoever, or any work stoppage or slow-down.

SECTION 3. Any or all employees who violate any provisions of the law (Title II S 51-101 through S 51-113) may be dismissed or otherwise disciplined by the City. Appeals of suspensions or dismissals are subject to the Grievance Procedure as outlined in Article 7, or may be taken to the Personnel Board consistent with applicable Personnel Board Rules and Regulations.

SECTION 4. The parties hereto acknowledge that the employee's first responsibility is to protect persons and property from harm, thus the F.O.P. and each member will not recognize pickets, work stoppages or barriers of any employee group.

ARTICLE 4

BARGAINING AGENT SECURITY

SECTION 1. The employer shall take the action required to assure that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in the F.O.P. or other exercise by employees of their rights. It is understood and agreed by all parties that due to the nature of Police functions requiring a 24-hour day and the unavailability of all officers at the Police Department at one time, that it will be necessary to communicate F.O.P. business to its members and prospective members during working hours, but, in such a manner so as not to affect the performance of duties of individual officers or the Police Department as a whole.

SECTION 2. The employer agrees to deduct regular monthly F.O.P. dues from earned wages of those employees who are in the F.O.P. The deduction shall be made from one paycheck in the amount of fifty dollars (\$50.00) per month. A check for the total deductions will be mailed to the Treasurer of the F.O.P. no later than fifteen (15) calendar days after the deduction is made. Deductions will be made from the earned wages of entry-level probationary employees. All F.O.P. members will be required to sign an authorization card to have dues deducted. This authorization card must be presented more than thirty (30) days prior to the beginning date of the deduction.

SECTION 3. The City will deduct dues only from the employee's paycheck and will not deduct initiation fees, special assessments, fines, or any other deductions. Furthermore, the deduction shall be at a continuous and consistent rate throughout the term of the Collective Bargaining Agreement between the City and the F.O.P. No deductions will be made when the salary to be paid any employee is not sufficient to cover the amount to be deducted.

SECTION 4. All deductions will be for the month in which they are taken. All deductions refundable at the time of termination or resignation will be refunded by the F.O.P. The employer shall not be responsible for errors. In case the employer makes an error or improper deduction, a proper adjustment of the same shall be made by the F.O.P. with the employee affected.

SECTION 5. The F.O.P. shall hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deductions of F.O.P. dues. The cost for the payroll deduction service charged by the City will be in accordance with the following:

a. Any extra work or expense incurred by the City because of requests or delays in furnishing information, materials, or supplies by the F.O.P., or due to the furnishings of indefinite, erroneous or conflicting data shall be paid for or borne by the F.O.P., the charges to be based on the City's actual cost and will

be due and owing to the City upon delivery of an itemized invoice to the F.O.P.

b. For payroll deduction services contemplated by this section, the F.O.P. shall be charged two-hundred dollars (\$200.00) annually payable prior to 6/30 each year.

c. The City shall not be liable, either at law or equity, for damages incurred by the F.O.P., which occurs from the City's non-performance or delay of the duties and obligations of this Article 4, Section 5 covenant, where such non-performance or delay is due to fire, electrical or machine failure, strike, lock-out, governmental order or regulation, or any other failure similar or dissimilar beyond the City's reasonable control.

ARTICLE 5

MAINTENANCE OF PHYSICAL/MENTAL CONDITION

SECTION 1. It is each member's responsibility to maintain himself/herself in a physical/mental condition sufficient to perform the position that he/she holds. In order to maintain said condition, the City will develop and each member shall undertake a program of physical exercise on a regular basis.

SECTION 2. There shall be no fee to utilize the City's physical conditioning services.

SECTION 3. It shall be mandatory for any officer to submit to psychological treatment after any job-related traumatic incident of a nature deemed to be physically and psychologically damaging to the officer involved at the discretion of the Police Chief.

SECTION 4. The Police Chief shall have full discretion to require any officer to submit to psychological treatment, as he may deem necessary. The Chief shall give a written statement prior to exercise at his discretion.

SECTION 5. Any cost involved in psychological treatment as required by the Chief shall be borne by the City in full.

SECTION 6. An Officer required by the Police Chief to submit to any psychological test shall be placed on *Leave with Pay* until such time the test results are made available to the Police Chief. Officers not reporting to and/or refusing to submit to the first scheduled test will be placed on *Leave without Pay*.

SECTION 7. An officer requiring psychological treatment shall use the provisions of the Family and Medical Leave outlined in the Personnel Policies of the City of McAlester.

SECTION 8. The City has initiated a functional employment testing program in order to help promote the health and safety of employees. All testing covered by this policy will be job related and consistent with business necessity. The following policies will be effective as of the signing of this contract. CBA 2013-2014

A. Employees who have suffered an injury that involves the muscular-skeletal system and who have been off work due to the injury for a period of at least thirty (30) days will be required to successfully complete the testing process prior to returning to work and after being released by the treating physician.

B. Employees who have been off work in excess of sixty continuous days for any medical reason will be required to successfully complete the testing process prior to returning to work and after being released by the treating physician.

C. In the event an employee fails the testing process, the City will attempt to accommodate the employee, whenever reasonable and possible, for a period of time not to exceed thirty days, to allow the employee to successfully complete the testing process if, in the opinion of the testing facility, there is a reasonable chance the employee will be able to successfully complete the

testing process given the additional time. During the thirty days, the employee may use his/her accumulated leave.

ARTICLE 6

PROMOTION POLICY

SECTION 1. The Promotion Policy, as outlined in Chapter 4 of the McAlester Police Department Rules and Regulations, shall remain in effect.

SECTION 2. The weights assigned to the elements shall be sixty (60) points for the written test; ten (10) points taken from the employee's last two Merit Reports (evaluations); twenty (20) points for personal evaluation in oral interview with regard to how well the individual qualifies for the open position. The interview will be conducted by the Department's four (4) Captains, Deputy Chief and the Chief of Police; the highest and lowest score on the interview will be thrown out and the average of the remaining four (4) will be the total points, ten (10) points seniority at one point per year calculated monthly and in current rank. If employee has a break in service with the department, his/her most recent date of employment with the McAlester Police Department shall be the date used to calculate seniority points. This pertains to seniority only and not rank as further defined in Article 27 herein.

Section 3. The parties agree that if all candidates eligible to test for a particular promotion agree, in writing, to waive the testing procedures, then the Chief of Police may select any person for that particular promotion so long as the person selected is on

the list of candidates otherwise eligible to test for that promotion. It is further agreed that so long as the Chief of Police selects someone from that eligible list, his selection of the person hired is final and is not subject to the grievance process. The eligibility date for all promotions shall be the immediate day after the employee in the supervisory position leaves employment with the City. (e.g. If the supervisor's last day of employment is June 31st, and officer wishing to promote must meet all requirements as of July 1st).

SECTION 4. Any promotions or appointments relating to Police Chief, Deputy Police Chief or new hires are solely a Management function. However, if an individual is appointed from outside the McAlester Police Department to either the position of Police Chief or Deputy Police Chief, this individual shall not be able to enter employment in the McAlester Police Department except for the rank of Patrolman, if the original appointment is terminated.

ARTICLE 7

GRIEVANCE PROCEDURE

SECTION 1. The City, F.O.P., or any employee covered under this agreement, may file a grievance within twenty (20) days of alleged occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement. For the purpose of this Article, "City" shall mean the Police Chief or his designated representative.

SECTION 2. The F.O.P. President, or his/her authorized representative, may report an impending grievance to the Police Chief in an effort to forestall its occurrence; similarly, the F.O.P. may be so informed by the City.

SECTION 3. Any controversy between the City and the F.O.P., or any employee concerning the interpretation, enforcement, or application of any provision of this Agreement shall be adjusted in the following manner:

a. The grievance shall be submitted, in writing, by the FOP President and the employee to the Chief of Police within twenty (20) calendar days of the event giving rise to the grievance. In the event the grievance is submitted by the City, the same time requirement will apply with the grievance being submitted to the President of the FOP.

b. The Police Chief shall submit his answer, in writing, to the employee involved and to the FOP President within ten (10) calendar days.

c. If the grievance has not been settled within that time, it shall then be sent by the FOP President to the City Manager for adjustment within ten (10) calendar days of receipt of the response from the Police Chief.

d. The City Manager shall submit his answer, in writing, to the Police Chief, the employee involved, and the F.O.P. President within ten (10) calendar days of receipt of the grievance. If the City Manager and the F.O.P. have not settled the grievance within that time, it shall be submitted to arbitration for adjustment by majority vote of the FOP within thirty (30) days of receipt of the response by the City Manager as follows:

1. The bargaining agent and the City shall each select and name one (1) arbitrator and shall immediately thereafter notify each other, in writing, of the name and address of the person so selected. Both the FOP and the City may agree, in writing, to waive a three person arbitration panel within ten (10) calendar days of the vote of the FOP to submit the matter to arbitration.

2. The two arbitrators so selected and named shall, within the (10) days, agree upon and select a third arbitrator.

3. If, on the expiration of the period stated above, the arbitrators are unable to agree upon the selection of a third arbitrator, or in the event that both the FOP and the City waive the right to a three person arbitration panel, the bargaining agent and the City shall request the Federal Mediation and Conciliation Service to provide a list of five (5) arbitrators.

4. Within five (5) calendar days from the receipt of such panel, the two arbitrators already selected shall meet and alternately strike names until one (1) arbitrator remains who shall be Chairman of the Arbitration Board. The City shall strike the first name.

5. The Arbitration Board (acting through its Chairman) shall call a hearing to be held within ten (10) calendar days after the date of the appointment of the Chairman whenever possible.

6. A Hearing shall be concluded within twenty (20) days from the time of commencement.

7. Within (10) days after the conclusion to the Hearing, the arbitrators shall issue a written opinion containing findings and recommendations with respect to the

issues presented. A copy of the opinion shall be mailed or delivered to the F.O.P. and the employer.

8. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decisions, findings, and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.

9. The arbitrator's authority shall be limited to the interpretation and application of the terms of this agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new Agreement or variation of the present Agreement or to arbitrate away, in whole or part, any provisions or amendments thereof. This shall not preclude individual wage grievance.

10. The cost of the impartial arbitrator shall be shared equally between the F.O.P. and the City. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

SECTION 4. All time limits set forth in this Article may be extended by mutual consent but if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he/she shall have no further right to continue the grievance.

SECTION 5. It is specifically and expressly understood that filing a grievance under this Article, which has as its last step final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, the F.O.P., or other representatives of either party, to litigate or otherwise contest the last answer rendered through the Grievance Procedure, in any Court or other appeal form.

ARTICLE 8

MERIT INCREASES

SECTION 1. The parties hereto recognize that increases in steps of pay are to be granted on the basis of merit, knowledge and performance, and that employees are not automatically entitled to step increases. (Additional Steps 11 and 12, see attached addendum A.)

SECTION 2. Employees will be evaluated annually. Captains will meet and review with employees quarterly on performance. Steps of pay will be based on (1) year for the first three years once off probation, and every other year according to addendum A.

ARTICLE 9

F.O.P. BUSINESS AND MEETINGS

SECTION 1. The F.O.P. hereby agrees that it will not interfere in any way with the business of the City.

SECTION 2. Since the Police function is a twenty-four (24) hours per day, seven (7) days per week service, it will be necessary for the F.O.P. meetings to occur during times some members are working. In recognition of this, the employer agrees to make every effort to allow as many F.O.P. members to attend regular meetings as is reasonable under the conditions at the time.

SECTION 3. The F.O.P. agrees to keep the number of meetings at one per month except in the case of an emergency so designated by the F.O.P. President.

SECTION 4. It is specifically understood that the F.O.P. will not post notices of political (related to City elections) or inflammatory nature at the Police Station. Any and all postings by the F.O.P. on City property are subject to review and approval by the Chief of Police.

ARTICLE 10

WAGES

SECTION 1. Base Pay: The parties agree to a 2% across the board increase (or the same percentage (%) raise as other city employees for 2015/2016, whichever is higher). The base pay for employees will be as set forth on Addendum "A" attached hereto. The rank structure shall be as follows:

Captain	C-22
Lieutenant	C-19
Sergeant	C-17
Master Patrolman	C-13
Patrolman	C-12
Recruit	C-9

SECTION 2. Incentive Pay

a. Each Police Officer who has earned sixty (60) college credit hours with a minimum of eighteen (18) hours in law enforcement-related courses shall receive one hundred twenty-seven dollars \$127.00 per month over base salary. Educational incentive shall not be accumulative.

b. Each Police Officer who attains thirty (30) hours of academic instruction at an accredited college shall receive eighty-five (\$85.00) per month over base salary. Educational incentive shall not be accumulative.

c. Each Police Officer who obtains two hundred (200) hours

in specialized training, excluding basic training, shall receive one hundred (\$100.00) per month over base salary. On-the-job training or interdepartmental training is excluded.

d. Each Police Officer who obtains five hundred (500) hours in specialized training; excluding basic training, shall receive an additional \$100.00 per month over base. On-the-job training or interdepartmental training is excluded.

e. Each Police Officer who obtains one thousand hours in specialized training excluding basic training shall receive an additional sixty-five (\$65.00) dollars per month over base. On-the-job training or interdepartmental training is excluded.

f. Each Police Office who completes an Instructor Development course and is certified by CLEET to instruct in a police-related school shall receive \$30.00 a month over base salary.

g. Each Master Patrolman/Investigator must complete one of the following requirements for certification:

1. Three (3) years as a Patrolman with the City of McAlester, and One (1) year as an Investigator with the McAlester Police Department, and Five hundred (500) hours of specialized CLEET training or 60 hours of college course work with 18 hours in Criminal Justice. The selection of assignment to the Investigative Division shall be at the sole discretion of the Chief of Police.

Or

2. Six years as a Patrol Officer with the City of McAlester and Five hundred (500) hours of specialized CLEET training or 60 hours of college course work with 18 hours in Criminal Justice.

3. The position of Master Patrolman will be considered a C-13, but this shall not give seniority over Patrolmen and shall be used for promotions only.

h. All officers must obtain and maintain their intoxilyzer/operator certification and shall also be required to attend all related seminars/schooling.

SECTION 3. Shift Differential Pay

a. Each Police Officer assigned to work from 3 P.M. to 11 P.M. shall receive \$70.00 per month over base salary.

b. Each Police Officer assigned to work from 11 P.M. to 7 A.M. shall receive \$115.00 per month over base salary.

c. Special assignments shall receive shift differential pay if such assignments consist of a minimum of one month.

ARTICLE 11

HOURS OF WORK

SECTION 1. The normal workday shall consist of eight (8) hours and the normal work period shall be no more than forty (40) hours in a seven-day period.

SECTION 2. The normal daily tour of duty shall be eight (8) hours. However, Chief or Shift Commanders may, at their discretion, establish special hours and tours of duty for their department for specified units, or for individual employees, as may be necessary to provide adequate service. The Article shall not be interpreted as a guarantee of minimum or maximum number of hours per week or per year under conditions which, in the judgment of management, are necessary for the operation of the department.

SECTION 3. During the work period, employees normally will be assigned to shifts of five (5) consecutive days with two (2) consecutive days off.

SECTION 4. Rest Periods: During the normal eight (8) hour workday, employees will be granted one (1) fifteen (15) minute rest period and one thirty (30) minute rest period which shall be scheduled by the City. Said rest periods may be accumulated that day, at the discretion of the shift commander.

SECTION 5. Furloughs: In the event of any proposed furlough, both the City and the F.O.P. shall agree, in writing, to any such action before implementation.

ARTICLE 12

COMPENSATORY TIME AND OVERTIME

SECTION 1. All hours worked during standard work week in excess of forty (40) hours shall be considered overtime or compensatory time at the discretion of the Chief of Police. Compensatory time will be time off with pay granted on the basis of one (1) and one-half (1/2) hours off from regular duties for each hour of overtime worked over forty (40) hours, unless otherwise stated herein. Regular pay or compensatory time at the standard rate will apply **after** forty (40). Compensatory time or overtime will be allowed for hours worked over forty (40) for the performance of the following duties.

- a. Municipal, District, and Juvenile Court appearances which shall be granted on a time and one-half (1/2) basis. However, if less than one (1) hour of off-duty time is expended by the officer, the officer shall be granted one (1) hour of accumulated overtime.
- b. All call-backs shall be granted on a time and one-half (1/2) basis with a two (2) hour minimum.
- c. All in-service training when attendance is required.

SECTION 2. The following duties will be excluded from any compensation except as provided as follows:

- a. There will be a requirement to attend departmental meetings and/or conferences. These departmental meetings or conferences will not exceed four (4) annually.
- b. All schools, conferences, and seminars attended on scheduled off-duty days will receive comp time.
- c. All schools, conferences, and seminars attended on scheduled workdays will receive no compensation.

ARTICLE 13

HOLIDAYS

SECTION 1. Each employee covered under the provisions of this Agreement shall be entitled to observe twelve(12) days as holidays and be granted time off with pay. In lieu of the thirteenth (13th) holiday, all FOP employees will be compensated sixteen (16) hours at their regular rate of holiday pay. These checks shall be distributed between August 1st and August 15th of the current year.

SECTION 2. Holidays will be observed on actual calendar days unless an employee is required to work by the City.

- a. New Years Day - January 1st
- b. Martin Luther King Day - Calendar date
- c. Good Friday - Calendar date
- d. Memorial Day - Calendar date
- e. Independence Day - July 4
- f. Labor Day - Calendar Date
- g. Veteran's Day - November 11th
- h. Thanksgiving Day - Calendar date
- i. Friday after Thanksgiving Day - Calendar date
- j. Presidents Day - Calendar date
- k. Christmas Eve - December 24th
- l. Christmas Day - December 25th

SECTION 3. The granting of holidays observed by the City shall be subject to the following provisions:

- a. When a holiday falls on an employee's day off, an alternate day shall be observed as approved by the City.
- b. When a holiday falls on an employee's workday, he/she shall receive two holidays for that holiday only if he/she actually works that holiday. If he/she does not work that holiday, he/she will only receive one holiday.
- c. A holiday falling during a period of paid leave, including vacations, shall not be counted as a workday in computing the amount of leave expended. However, when an employee is absent without approved leave on a holiday for which he/she is scheduled to work, such time shall be charged to leave without pay and he/she shall not be eligible to receive an additional day off with pay at a later date.
- d. Holiday pay shall not be paid if the employee fails to work on both his/her regularly scheduled work day immediately prior to and following a designated holiday unless on paid leave which has been approved by the employee's supervisor.
- e. An employee terminating his/her service with the City whose last scheduled work day falls on a holiday shall have the effective date of this separation on the work day immediately preceding the holiday.

SECTION 4.

- a. Each employee covered by this Agreement who was hired prior to July 1, 2007, shall be limited to a maximum carry over of

twenty (20) holidays from year to year. The parties agree that the City will compensate employees who have more than twenty (20) holidays on the book as of June 30, 2007, for that time over a three year period in equal one-third amounts. The parties agree that for FY 2007-2008, the pay out for the first one-third of access hours will occur on April 1, 2007. Any employee hired after July 1, 2007, may only carry over a maximum of thirteen (13) holidays from year to year.

b. Each employee covered by this Agreement hired prior to July 1, 2007, will be limited to a maximum of seventy-three (73) days of severance pay for all leave accrued including sick leave, vacation and holiday at the time of retirement/resignation. For employees hired after July 1, 2007, the maximum of such severance pay will be sixty (60) days at the time of retirement/resignation.

The City reserves the right to not buy back any leave accumulation in the event of termination for cause of any employee.

ARTICLE 14

VACATION LEAVE

SECTION 1. Vacation leave shall be earned as follows: Each regular or probationary employee will earn vacation leave at the rate of 5/6 working days per month of service for the first five (5) years of service. After completion of the five (5) years of service and until the ten (10) years of service, vacation leave will be earned at the rate of 1 1/4 working days per month; after ten (10) years of service, employees will accrue vacation leave at a rate of 1 3/4 working days per month of service.

SECTION 2. The amount of vacation leave that may be carried forward on January 1st of each year shall not exceed forty-five (45) days.

SECTION 3. Vacation leave with pay shall be granted to employees in accordance with the following provisions:

- a. All regular employees shall be eligible to take their full vacation immediately after their anniversary date provided said employee has worked for the City a minimum of one (1) year.
- b. Employees shall not be permitted to use either accrued vacation leave or accrued compensatory time during a period of suspension.
- c. Vacation leave shall be taken in one (1) hour increments.

d. Upon separation, the employee shall be paid for the unused portion of his/her accrued vacation leave, provided that the reason for termination is not discharge for cause.

e. The City reserves the right to determine whether any buy back compensation will occur for excess vacation leave.

SECTION 4.

a. Any employee discharged for cause shall not receive any annual leave buy back.

b. Any employee who retires shall automatically receive annual leave buy back.

c. Any employee who resigns in good standing, annual leave buy back shall be automatic.

d. Any other resignations or failure to complete three (3) years of continuous Police service annual leave, buy back shall be at the discretion of the City.

ARTICLE 15

SICK LEAVE

SECTION 1. Sick leave shall be accumulated at the rate of one (1) day (eight hours) for each month of employment.

SECTION 2. The use of sick leave is limited to cases of illness or injury of the employee or member of his/her immediate family. Abuse of the sick leave privilege may be cause for immediate dismissal. Sick leave may be taken in one (1) hour increments.

SECTION 3. Sick leave may be used when there is a death or serious illness within the employee's grandparents, grandchildren, and/or immediate family. Normally, three day=s leave shall be granted for this purpose, but may be extended by the City Manager under extenuating circumstances. Childbirth shall be considered a serious illness under the provisions of this Article.

SECTION 4. An employee who, due to illness or injury, is absent from work shall make provisions to notify the appropriate supervisor of his/her absence, telephone number where he/she can be reached, and an address. Employees will be checked; failure to be reached will result in loss of pay for that shift. A written reprimand will accompany the loss of pay. Employees who are absent for three (3) days or more shall be required to submit a physician's statement. This statement must indicate that he/she has recovered sufficiently to return to work. Sick leave forms are

provided in each department and shall be filled out and signed by the employee upon returning to work.

SECTION 5. Sick leave shall be accumulative to ninety (90) days. Sick leave which totals more than ninety (90) days will be applied to vacation leave at the rate of three (3) to one (1).

SECTION 6. The City reserves the right to determine whether any excess sick leave shall be brought back each year. Employees with at least one (1) year completed service may sell back sick leave at the rate of three (3) days for one (1) day=s pay upon termination, provided that the reason for termination is not discharge for cause.

SECTION 7. Any employee who shall receive payment for work performed for any other employer than the City of McAlester while on approved sick leave may be subject to immediate dismissal. False or fraudulent use of sick leave may be cause for disciplinary action against the offending employee. Such disciplinary action may include dismissal.

SECTION 8.

- a. Any employee discharged for cause shall not receive any sick leave buy-back.
- b. Any employee who retires shall automatically receive sick leave buy-back.
- c. Any employee who resigns in good standing, sick leave buy-back shall be automatic.

d. Any other resignation or failure to complete three years of continuous Police service sick leave buy-back shall be at the discretion of the City.

SECTION 9. Any officer who is on leave for an on duty or off-duty injury or sickness may be assigned to "light duty status" if the Police Chief so designates and so long as the officer has been release by his or her health care provider for light duty. Light duty assignments will be granted on a case by case basis depending on the needs of the Department at the time, personnel available, special needs at the time of request and other circumstances that affect the operation of the Police Department. "Light Duty" assignments are granted solely on the approval of the Chief. Such assignments will consist of work that is related to law enforcement activities such as data entry, evidence related activities, accepting walk in complaints and responding to citizen inquiries, community relations activities, research and writing activities, dispatch services not requiring the use of OLETS and the like. The Chief may approve the officer to work a secondary job during the time he is on sick leave duty to an off-duty injury or sickness.

ARTICLE 16

LIFE AND MEDICAL INSURANCE

SECTION 1. The City shall pay the cost of each employee's medical insurance coverage through a group insurance program.

SECTION 2. The City shall provide Workman's Compensation coverage to members of the F.O.P. at no cost to the F.O.P. or its members. This coverage must be in compliance with applicable State statutes.

ARTICLE 17

LONGEVITY BONUS PAY

SECTION 1. Longevity bonus pay shall be made in accordance with the then current City longevity bonus pay policies except that eligibility for payment shall begin upon completion of five (5) year's service with the City. (Calculations shall be defined in the Longevity Resolution of the City).

SECTION 2. The maximum longevity shall be twenty-five (25) years.

ARTICLE 18

UNIFORM AND FOOTWEAR ALLOWANCE

SECTION 1. Uniforms will be repaired or replaced by the City when, in the opinion of the Chief or his designee, such repairs or replacements are deemed necessary.

SECTION 2. Each employee shall be responsible for the proper care and maintenance of his/her assigned uniforms, if said uniforms are lost or damaged through oversight or inattention by the individual employee, then said employee shall be financially responsible for the repair or replacement of such uniforms.

SECTION 3. Each employee covered under the terms and conditions of this Agreement shall have reserved a clothing allowance in the amount of \$840.00 per year to be used only for the purchase and replacement of items of uniformed clothing as prescribed by the City (including Detectives). Each employee must retain the following department approved equipment: Three (3) long sleeve shirts, three (3) short sleeve shirts, 3 pairs of pants, (1) straw campaign hat with hat badge and acrons, one (1) raincoat, (1) heavy coat, (1) safety vest, (1) pair shoes or boots, one (1) set of collar brass, one (1) name tag, one (1) uniform tie, one (1) duty belt, one (1) under-belt, duty belt keepers, one (1) holster, one (1) magazine holder, one (1) pair of handcuffs, one (1) handcuff case, one (1) flashlight, one (1) flashlight holder, and one walkie holder.

Probationary employees are not entitled to receive a yearly clothing allowance, although they will be provided these articles upon employment.

Members will receive \$420.00 in clothing allowance on July 20th of each year and will receive the remaining amount on January 20th of each year. Such amounts will be deemed as taxable income.

SECTION 4. In the event of termination, resignation, death or retirement, the clothing allowance will be computed at a rate of 1/12th of the yearly benefit per month and, if the employee has encumbered an amount greater than the proportional amount of the uniform allowance account that is due to him/her at the time of separation, said employee shall make appropriate reimbursement to the City or the amount will be withheld from his/her final pay draft.

SECTION 5. Body armor will be issued by the City to all sworn full time law enforcement officers. Body armor will be replaced every five (5) years or as recommended by the manufacturer. Body armor will be worn by all uniformed officers, including those assigned to patrol functions, while on regularly scheduled duty. Plain clothes officers (detectives) are required to wear body armor while on duty when engaging in activities involving an increased risk of physical harm. The mandatory wear requirements for officers on special assignment (not in uniform) will be determined by the Chief of Police on an assignment-by-assignment basis based on the

risk of physical harm associated with the assignment and the impact of a wear requirement on the ability of the officer to effectively execute the assignment. (e.g. undercover assignments) The mandatory wear requirements established by this Section may be waived in writing by the Chief of Police based on medical necessity on a case by case basis. Officers requesting a waiver must submit a request in writing to the Chief of Police and include any supporting documentation from this officer's health care provider which substantiates the need for the waiver. This policy shall not apply to Officers performing ceremonial functions, teaching, or to officers who are not scheduled to be on duty but who are being compensated for testifying in a Court proceeding.

ARTICLE 19

SHIFT/RANK STRUCTURE

SECTION 1. Patrol Division: The Patrol Division will consist of three shifts. Each shift will consist of a Captain, Lieutenant, Sergeant, and a number of Master Patrolman/Patrolman, which will be determined by the City and Police Chief. The duties of each rank will be outlined in the appropriate Police Department Uniform Rules and Regulations that govern the duties and responsibilities of each rank.

SECTION 2. The Criminal Investigations Division: The Criminal Investigations Division will consist of a Captain, Lieutenant, Sergeant, and a number of Master Patrolman/Patrolman. This also includes Narcotics/Interdiction Division and special assignments.

SECTION 3. The Police Chief may assign personnel to the Criminal Investigative Division on a temporary or permanent basis, as he may deem necessary. This decision will be based on several factors including, but not limited to seniority, evaluations, job performance, and attitude. The duties and responsibilities for these special assignments will be determined by the Police Chief.

ARTICLE 20

UNFAIR LABOR PRACTICE

SECTION 1. Both parties agree to comply with 11 O.S. 51-102 governing unfair labor practices.

ARTICLE 21

REIMBURSEMENT FOR PERSONAL PROPERTY

SECTION 1. Personal articles that are necessary to enable officers to better perform their duties that are damaged or broken in the line of duty shall be repaired or replaced at the option of the City.

SECTION 2. Personal articles as contained in this Article shall include, but not be limited to:

1. Prescription Eye Glasses or Contact Lenses
2. Dentures
3. Watches (subject to a \$100.00 limitation)
4. Prescription sunglasses (subject to a maximum of \$100.00)

SECTION 3. A written report of the damage or breakage shall be made to the on-duty Watch Commander when such damage or breakage occurs.

SECTION 4. When repair or replacement is necessary, the officer's report stating how, when, and where such damage or breakage occurs shall be forwarded to the Chief of Police.

ARTICLE 22

PERSONNEL REDUCTION

SECTION 1. In the event of a personnel reduction, the employee with the least seniority, according to time in rank shall be laid off first. Seniority shall be determined by the last date of hire as a Police Officer within the Police Department. Laid off employees will receive a fifteen (15) day notice prior to layoff, this notice will be written.

SECTION 2. No new employees shall be hired until the employee or employees laid off have been notified that an opening exists by certified or registered mail. Within fifteen (15) days after receipt of such notification, employee or employees on lay off will notify the City Personnel Office of their intention. Any employee's failure to respond within fifteen (15) days shall be considered as indication that the employee does not intend to continue his/her employment with the McAlester Police Department.

SECTION 3. Any employees laid off shall retain the recall preference for a period of twelve (12) months from the date of their individual release from duty.

ARTICLE 23

SEPARABILITY

SECTION 1. If any provision of this Agreement is declared by proper State or Federal law or judicial authority to be unlawful, unenforceable, or not in accordance with applicable Personnel Rules or law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 24

WAIVER AND ENTIRE AGREEMENT

SECTION 1. The parties acknowledge that during negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the City and the F.O.P., for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 25

DURATION OF AGREEMENT

SECTION 1. This Agreement shall be effective as of July 1, 2015, and shall remain in full force and effect until June 30, 2016. This Agreement shall continue from year-to-year and be automatically extended for one-year terms unless changed by the mutual agreement of both bargaining parties and through written notice of request for bargaining given by either the City or the F.O.P. to the other party at least ninety (90) days before the anniversary date of this Agreement.

ARTICLE 26

SENIORITY

SECTION 1. Seniority shall be defined as follows: Seniority starts on the date an officer is hired in for Patrolman or when he receives a promotion. Seniority shall be by rank; Captains shall have seniority over all Lieutenants and below; Lieutenants shall have seniority over all Sergeants and below; Sergeants shall have seniority over all Master Patrolmen/Patrolmen and below. Seniority within a rank shall be determined by the date rank achieved.

SECTION 2. Upon completion of the probationary period, the employee shall be credited toward seniority with the time served during the probationary period.

SECTION 3. Where two or more employees in the rank of Patrolman are appointed on the same date, their relative seniority standing shall be determined in order of their employment application. Where two or more officers receive a promotion on the same date, their relative seniority shall be determined by their total score for that promotion test, evaluation, present seniority and oral interview.

SECTION 4. Seniority shall be lost upon occurrence of any of the following:

- a. Discharge, if not reversed
- b. Resignation;

c. Unexcused failure to return to work upon the expiration of formal leave of absence; and

d. Retirement

SECTION 5. Any officer returning to duty from medical retirement shall be reinstated to duty as a beginning Patrolman and shall not be reinstated to his/her former rank and shall not be given credit for seniority points previously acquired for purposes of promotional testing.

ARTICLE 27

GARNISHMENTS/LEVY ON WAGES

SECTION 1. Employees shall be expected to pay their bonafide debts so as not to bring discredit to the department and the City.

ARTICLE 28

MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION

SECTION 1. Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties to undertake affirmative action to insure that applicants or employees are treated without regard to race, color, religion, sex, physical or mental handicap, national origin, status, or union membership, or political affiliation. Specifically, pursuant to Equal Employment Opportunity Commission guidelines, each party is obligated to take positive action in affording equal employment, training and promotional opportunities to all members, as required by Title VII of the Civil Rights of 1964, as amended.

SECTION 2. In the event that any portion of this Agreement unintentionally conflicts with the employer's capability to be in compliance with said Act, the EEOC Guidelines will be overriding to that portion of this Agreement.

ARTICLE 29

PREVAILING RIGHTS

SECTION 1. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the McAlester Police Department currently in effect on the effective date of this Agreement shall be deemed a part of this Agreement, unless and except as modified or changed by the specific terms of this Agreement.

SECTION 2. It is mutually recognized by the parties that this statutory requirement applies equally to each of the parties.

ARTICLE 30

INJURY LEAVE

SECTION 1. Injury leave shall be granted to any member of the bargaining unit who is injured on the job or who contracts an occupational illness on the job.

a. Injury leave will not exceed six (6) months unless authorized by the Police Chief and City Manager.

b. Injury leave will be granted only on the written recommendation and evaluation of a medical doctor. In the event an employee is granted injury leave, such employee shall submit a physician's written evaluation for each thirty (30) days so granted for injury leave, or any portion thereof, until said employee returns to work.

c. Injury leave granted under this provision will not be applied against accumulated sick leave. Employees will not accumulate sick leave during the time they are on injury leave.

ARTICLE 31

POLICE RULES AND REGULATIONS

SECTION 1. The Police Uniform Rules and Regulations shall become a part of the Collective Bargaining Agreement.

SECTION 2. The Police Uniform Rules and Regulations may only be modified or changed by agreement between the City and the F.O.P.

SECTION 3. The City still reserves the right to issue Administrative Policies and general Personnel Policies if they are necessary.

ARTICLE 32

PENSION/RETIREMENT

SECTION 1. In accordance with 11 O.S. 50-109 the City shall contribute thirteen percent (13%) of the F.O.P. members' actual base salary to the Police Pension and Retirement System.

SECTION 2. In accordance with 11 O.S. 50-110, each member shall pay his/her share of the eight percent (8%) contribution to the Oklahoma State Police Pension and Retirement System.

SECTION 3. The Police Pension shall govern all other terms of pension and retirement and Retirement System as provided in 11 O.S. 50-101-50-309, et al.

ARTICLE 33

ALCOHOL AND DRUG-FREE WORKPLACE POLICY

SECTION 1. Purpose

This article shall apply to all members of the bargaining unit. The purpose of this policy is to maintain a work environment that is safe and conducive to high work standards. This policy covers the possession or use of drugs and/or alcohol by employees of the Department.

SECTION 2. Policy

The possession, use, manufacture, dispensation, sale, or distribution of alcohol and/or illegal drugs (this includes illegally-obtained prescription medication) while on duty, on City property, or while in a City vehicle are prohibited and will result in immediate suspension pending further action which may include termination. Being under the influence of alcohol and/or illegal drugs (including illegally-obtained prescription medications) while on duty, on City property or in a City vehicle is prohibited and may result in discipline, up to and including termination.

Such conduct is also prohibited during non-work hours to the extent that, in the Employer's opinion, it impairs the employee's ability to perform on-the-job.

The use of prescribed drugs or over-the-counter drugs, which adversely affect performance or behavior, must be reported by the employee to his/her immediate supervisor upon reporting for duty.

SECTION 3. Drug and Alcohol Rehabilitation

Any employee who feels that he/she has developed an addiction or dependence on alcohol or drugs is encouraged to seek assistance. Requests for assistance will be confidential.

The decision to grant leave for rehabilitation will be totally at the discretion of the City of McAlester. The factors to be considered will include tenure, degree of responsibility, and past work history. A request for assistance will not be considered during an investigation of possible wrong doing by the employee making the request.

Rehabilitation itself is the responsibility of the employee. An employee seeking medical attention for alcoholism or drug use should use an approved health provider for rehabilitation. The insurance plan provides for health benefits on the same basis and with the same restrictions and limits as other illnesses. The employee should review his/her health care benefit information for restrictions and limitations of benefits.

SECTION 4. Definition

1. "Alcohol" means ethyl alcohol or ethanol.
2. "Company property" includes, but is not limited to, any company facilities, employee parking lots and company-owned or leased vehicles, vessels, aircraft and other equipment.
3. "Confirmation test" means a drug or alcohol test on a sample to substantiate the results of a prior drug or alcohol

test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the prior drug or alcohol.

4. "Drug or alcohol test" means a chemical test administered for the purpose of determining the presence or absence of a drug, its metabolites, or alcohol in a person's body tissue, fluids or products.

5. "Drug" includes, but is not limited to, marijuana, amphetamines, cannabinoids, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein.

6. "On the job" means any time an employee is acting on behalf of the City of McAlester; any time during which the employee is being compensated by the City of McAlester; and any time the employee is in the capacity of law enforcement officer.

7. A "positive" test result means that the drug or alcohol test indicated the presence of a drug, its metabolite, or alcohol.

8. "Review officer" means a person, qualified by the State Board of Health, who is responsible for receiving results from a testing facility which has been generated by the City's drug or alcohol testing program and who has knowledge and training to interpret and evaluate an individual's test results together

with the individual's medical history and other relevant information.

9. "Sample" means tissue, fluid, or product of the human body chemically capable of revealing the presence of drugs or alcohol in the human body.

10. "Testing facility" means any person, including any laboratory, hospital, clinic, or facility, either off or on the premises of the employer, which provide laboratory services to test for the presence of drugs or alcohol in the human body.

SECTION 5. Violation of this Policy

Employees who violate any aspect of this policy (including receiving a confirmed positive test result or the refusal to submit to testing) may be subject to disciplinary action, up to and including termination. In addition, the City may, at its discretion, require employees who violate this policy to successfully complete a drug abuse assistance or rehabilitation program as a condition of continued employment.

SECTION 6. Types of Testing

a. Reasonable Suspicion Testing: The City may require an employee to undergo drug or alcohol testing if there is "reasonable suspicion" that an employee is using or has used drugs or alcohol in violation of the City policy drawn from specific objective, articulable facts, and reasonable

inferences drawn from those facts in light of experience and may be based upon, among other things, the following:

1. Observable phenomena, such as
 - a. The physical symptoms or manifestations of being under the influence of a drug or alcohol while at work or on duty, or
 - b. The direct observation of drug or alcohol use while at work or on duty,
2. a. Report of drug or alcohol use while at work or on duty provided by reliable and credible sources and which has been independently corroborated,
3. Evidence that an individual has tampered with a drug or alcohol test during his/her employment with this City, or
4. Evidence that an employee is involved in the use, possession, sale, solicitation or transfer of drugs while on the job or while on City property or while operating the City's vehicle, machinery or equipment.
 - b. Post Accident Testing. An employee will be required to undergo drug or alcohol testing if the City has a reasonable suspicion that the employee or another person has sustained a work-related injury or the City's property has been damaged, including damage to equipment, in an amount reasonably estimated at the time of the accident to exceed Five Hundred dollars. (\$500.00)

c. Random Testing. Employees may be tested on a random selection basis, which means that each employee from a group of employees subject to the selection mechanism has an equal probability of being selected, and the City has no discretion to waive the testing of any employee selected.

d. Post-Rehabilitation Testing. If an employee is allowed to return to work after a confirmed positive test result or following participation in a drug/alcohol dependency treatment plan, the employee will be subject to drug and alcohol tests WITHOUT notice for a period of two years from the date of the employee's return to work.

SECTION 7. Confirmation Testing

A confirmation test is a drug or alcohol test on a sample to substantiate the results of a prior drug or alcohol test on the same sample, which uses different chemical principles and is of equal greater accuracy than the prior or alcohol test. If the confirmation test yields a positive result, the test result will be a "confirmed positive".

If the employee wishes to have the same sample re-tested, the employee must, in writing, request such a re-test within ten 10) calendar days of the employee's receipt of notification of the confirmed positive result. Any such re-test, including transportation, will be at the sole expense of the employee or

applicant. In addition, the employee shall, at all times, have the right to explain the test in confidence.

SECTION 8. Testing Methods and Collection Procedures

a. All collection and testing shall be done in accordance with the rules promulgated by the Oklahoma State Board of health.

b. All sample collection and testing for drugs and alcohol pursuant to the provisions of this act shall be conducted in accordance with the following conditions:

1. Samples shall be collected and tested only by individuals deemed qualified by the State Board of Health and may be collected on the premises of the employer;
 2. Only samples deemed appropriate by the State Board of Health for drug and alcohol testing shall be collected;
 3. The collection of samples shall be performed under reasonable and sanitary conditions;
 4. A sample shall be collected in sufficient quantity for splitting into separate specimens, pursuant to rules of the State Board of Health, to provide for any subsequent independent analysis in the event of challenge of the test results on the main specimen;
 5. Samples shall be collected and tested with due regard to the privacy of the individual being tested.
- In the instances of the urinalysis, no employer or

representative, agent or designee of the employer shall directly observe an applicant or employee in the process of producing a urine sample; provided, however, collection shall be in a manner reasonably calculated to prevent substitutions or interference with the collection of testing of reliable samples;

6. Sample collection shall be documented, and the documentation procedures shall include:
 - a. Labeling of samples so as to reasonably preclude the probability of erroneous identification of the test results, and
 - b. An opportunity for the employee to provide notification of any information, which the employee considers relevant to the test, including identification of currently or recently used prescription or non-prescription drugs, or other relevant information;
7. Sample collection storage and transportation to the testing facility shall be performed so as to reasonably preclude the probability of sample contamination or adulteration;
8. Sample testing shall conform to scientifically accepted analytical methods and procedures. Testing shall include confirmation of any positive test result by

gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically-accepted method of equal or greater accuracy as approved by State Board of Health rule, at the cutoff levels as determined by State Board of Health rule.

9. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required.

SECTION 9. Persons Subject to be Tested

All members of the bargaining unit are subject to testing.

SECTION 10. Time of Testing

Any drug or alcohol testing will occur during or immediately before or after the regular work period of the employee involved and will be deemed work time for purpose of compensation and benefits for the employee.

SECTION 11. Cost of Testing

The City shall pay all costs of testing for drugs or alcohol required by this policy including confirmation tests required by this policy and the cost of transportation of the testing of a current employee is conducted at a place other than the workplace. If an employee requests a re-test of a sample in order to challenge the results of a positive test result, the employee shall pay all costs of the re-test; however, if the re-test reverses the findings

of the challenged positive test, the employer shall reimburse the individual for the cost of the re-test.

SECTION 12. Records

a. The City shall maintain all drug and alcohol test results and related information, including, but not limited to interviews, report, statements, and memorandum, as confidential records, separate from other personnel records. Such records, including the records of the testing facility, shall not be used in any criminal proceedings or any civil or administrative proceedings except in those actions taken by the employer or in any action involving the individual tested and the employer or unless such records are ordered released pursuant to a valid court order.

b. The records described herein shall be the property of the City and, upon the request of the employee tested, shall be made available for inspection and copying to the employee tested. The City will not release such records to any person other than the employee tested or the City's review officer unless the employee tested, in writing following the receipt of the test results, has expressly granted permission for the employer to release such records pursuant to a valid court order.

SECTION 13. Disciplinary Actions

Under the policy, employers may not take disciplinary action, other than temporary suspension, against the employees who test positive for drugs or alcohol, unless the test is "confirmed" by a second test performed on the same sample using one of the methods specified in the policy which is of equal or greater accuracy than previously administered test.

IN WITNESS WHEREOF, the parties hereto have set their hands this
_____ day of _____ 2015.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____
Mayor

ATTEST:

City Clerk

FRATERNAL ORDER OF POLICE
Lodge 97
Bargaining Agent

By  _____


Secretary



McAlester City Council

AGENDA REPORT

Meeting Date:	May 12, 2015	Item Number:	1
Department:	Finance	Account Code:	
Prepared By:	Toni Ervin	Budgeted Amount:	
Date Prepared:	May 5, 2015	Exhibits:	3

Subject

Consider and act upon, an Ordinance amending Ordinance No. 2501 which established the budget for fiscal year 2014-2015; 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 	5-7-15

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA,
AMENDING ORDINANCE NO. 2501 WHICH ESTABLISHED THE
BUDGET FOR FISCAL YEAR 2014-15; REPEALING ALL
CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY
CLAUSE; AND DECLARING AN EMERGENCY.**

WHEREAS, the City Council heretofore adopted Ordinance No. 2501 setting forth the Budget for Fiscal Year 2014-2015 beginning July 1, 2014 and ending June 30, 2015; 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 2014-2015 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 2014-2015 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1 through A-4, 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 2014-2015 Budget.

SECTION 2: All portions of the existing FY 2014-2015 Budget, Ordinance No. 2501 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

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
27	49990		Fund Balance	122,877	75,000	197,877
						-
			Total		75,000	-

[illegible]

Original Budget - Revenues ***	\$ 604,377
Amendments	
Current Budget - Revenues	\$ 604,377
Original Budget - Expenditures	\$ 604,377
Amendments	75,000
Current Budget - Expenditures	\$ 679,377

Approved by the City Council this
May 12, 2015

Appropriate funds for transfer for additional gas utility

34.95 05

Posted By _____ Date _____ BA# _____ Pkl# _____

A1115-032

Estimated Revenue or Fund Balance				Balance	Amount of	Balance
Fund	Account			Before	Increase	After
Number	Number	Department	Description	Amendment	(Decrease)	Amendment
28	40720		Transfer from General	120,000	35,000	155,000
28	40727		Transfer from Tourism Fund	284,636	75,000	359,636
						-
			Total		110,000	

[illegible]

Original Budget - Revenues ***	\$ 430,286
Amendments	230,000
Current Budget - Revenues	\$ 660,286
Original Budget - Expenditures	\$ 430,286
Amendments	230,000
Current Budget - Expenditures	\$ 660,286

Approved by the City Council this
May 12, 2015

Appropriate funds for additional Worker's Compensation medical settlements and additional gas utility

The contingency amount is for the gas utility bill if the monthly bill does not return to the lower estimated amount.

Approved:

Major

See attached history

Attest:

Posted By _____ Date _____ BA# _____ Pkl# _____

City Clerk

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
01	40999		Fund Balance	-	67,000	67,000
						-
			Total		67,000	-

[illegible]

Original Budget - Revenues ***	\$14,575,258
Amendments	70,982
Current Budget - Revenues	\$14,646,240
Original Budget - Expenditures	\$14,575,258
Amendments	1,194,548
Current Budget - Expenditures	\$15,769,806

Approved by the City Council this
May 12, 2015

Appropriate funds for demolitions bid and transfer for additional funds for Worker's Comp at Expo.

Mayor

Posted By	Date	BA#	Pkt #
-----------	------	-----	-------

FY 14-15 Budget Amendments listed by fund

					Revenue	Expense
007	11/6/14	01	General Fund	Appropriate funds for the COPS Grant	55,982	88,973
009	12/9/14	01	General Fund	Appropriate funds for Worker's Compensation	-	225,000
013	12/23/14	01	General Fund	Appropriate funds for Airport Grant Drainage project and Salt Shed	-	131,525
016	1/27/15	01	General Fund	Appropriate Funds for Mid Year Review:	15,000	692,050
030	5/12/15	01	General Fund	Appropriate funds for demolitions bid and transfer for additional funds for Worker's Comp	-	67,000
003	9/9/14	02	MPWA	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's rel	-	12,440
017	1/27/15	02	MPWA	Appropriate Funds for Mid Year Review: Water Treatment Plant contract	-	105,952
024	2/10/15	02	MPWA	Appropriated funds for 2014 CDBG Water Improvement Project.	-	97,473
026	3/10/15	02	MPWA	Appropriate Funds for Storm Water Project and Water Treatment Plant Filter Project	-	98,000
005	9/9/14	24	Airport Grant	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's rel	1,823,620	1,823,620
015	12/23/14	24	Airport Grant	Appropriate funds for Airport Grant Drainage project	405,251	405,251
032	5/12/15	27	Tourism Fund	Appropriate funds for transfer for additional gas utility.	-	75,000
012	12/9/14	28	SE Expo	Appropriate funds for Worker's Compensation	120,000	120,000
031	5/12/15	28	SE Expo	Appropriate funds for additional Worker's Compensation medical /settlements and additi	110,000	110,000
019	1/27/15	29	E911	Appropriate Fund for ISO compliant generator	-	31,331
028	4/28/15	29	E911	Appropriate additional funds for ISO compliant Generator	-	20,000
020	1/27/15	30	Economic Development	Appropriate Funds for PSO Economic Dev. Grant	5,000	5,000
029	4/28/15	30	Economic Development	Appropriate Funds for the OSMPC Incentive Fund Award	204,505	204,505
018	1/27/15	32	Grants, Gifts & Contribut	Appropriate Funds for Donations received.	77,822	77,822
023	2/10/15	33	CDBG Grant Fund	Appropriated funds for 2014 CDBG Water Improvement Project.	194,946	194,946
011	12/9/14	35	Fleet Maintenance	Appropriate funds for Worker's Compensation	15,000	15,000
010	12/9/14	36	Worker's Compensation	Appropriate funds for Worker's Compensation	240,000	240,000
001	7/10/14	41	Capital Fund	Appropriate Funds for the South Main Water Main Replacement Project.	-	460,000
002	9/9/14	41	Capital Fund	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's rel	-	732,519
006	9/23/14	41	Capital Fund	Appropriate Funds for the Trails Grant and 13 work trucks	-	70,358
008	11/25/14	41	Capital Fund	Appropriate funds for CIP#1	119,020	119,020
014	12/23/14	41	Capital Fund	Appropriate Funds for a Salt Shed.	91,000	91,000
022	1/27/15	41	Capital Fund	Appropriate Funds for 3 New Police Vehicles, Drainage Project, Slide, Fire Vehicle	466,000	466,000
025	2/10/15	41	Capital Fund	Appropriate funds for additional funds for Chipper bids coming in over budget.	-	8,600
027	3/10/15	41	Capital Fund	Appropriate Funds for Storm Water Project and Water Treatment Plant Filter Project.	98,000	98,000
021	1/27/15	42	Federal Forfeiture	Appropriate Funds for New Police Service Weapons	3,000	3,000
004	9/9/14	44	Technology Fund	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's rel	-	66,800
TOTAL					4,044,146	6,956,185



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>May 12, 2015</u>	Item Number:	<u>2</u>
Department:	<u>Public Works - Engineering</u>	Account Code:	<u></u>
Prepared By:	<u>John C. Modzelewski, P.E., CFM</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>May 5, 2015</u>	Exhibits:	<u>11</u>

Subject

Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Carstensen Contracting, Inc. for the construction of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue.

Recommendation

The recommendation is to enter into an agreement with Carstensen Contracting, Inc. for a Total Bid equal to \$114,319.50, for the construction of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue.

Discussion

This Project includes construction of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue. The original contractor for the project was not able to complete the project as designed. The City of McAlester Public Works Department has been working on this project since November 18, 2014. It will be in the best interest of the City of McAlester and the residents on Seventeenth Street if the remaining tasks are completed by another contractor. The Project was advertised on April 12, 2015 and April 19, 2015. A mandatory Pre-Bid meeting on April 28, 2015 was attended by one contractor, Carstensen Contracting, Inc. The Bid was opened May 5, 2015. City staff recommends that Carstensen Contracting, Inc. be awarded the contract for \$114,319.50 to finish the remaining work to complete the project in a timely manner.

Approved By

Department Head
City Manager

P. Stasiak

Initial
JCM

A handwritten signature in blue ink, appearing to be "P. Stasiak".

Date
05/05/15

5-7-15

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
COMPLETION OF CIP #1
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 _____ 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 FORM.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (a) INFORMATION TO BIDDERS
 - (b) BID FORM
 - (c) PAYMENT BOND
 - (d) PERFORMANCE BOND
 - (e) MAINTENANCE BOND
 - (f) NOTICE OF AWARD
 - (g) NOTICE TO PROCEED
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.

AGREEMENT (continued)

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 and original on the date first above written.

OWNER: CITY OF McALESTER

(SEAL)

By: _____

Name: Steve Harrison

Title: Mayor

ATTEST:

Name: Cora Middleton

Title: City Clerk

CONTRACTOR:

By: _____

Name _____

Address: _____

(SEAL)

ATTEST: _____

Name _____

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION:

COMPLETION OF CIP #1

The OWNER has considered the BID submitted by you for the above described WORK in response to its INVITATION FOR BIDS and INFORMATION TO BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the INFORMATION TO BIDDERS to execute the AGREEMENT and furnish the required PERFORMANCE BOND, PAYMENT BOND, MAINTENANCE BOND and Certificate of Liability Insurance within ten days from the date of this NOTICE OF AWARD.

If you fail to execute said AGREEMENT and to furnish said bonds within ten days from the date of this NOTICE OF AWARD, said OWNER will be entitled to consider all your rights arising out of OWNER'S acceptance of your BID as abandoned. 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: _____

COMPLETION OF CIP #1

*Bid Opening Tab Sheet
McAlester Municipal Building
10:05am
May 5, 2015*

NAME of CONTRACTOR

CONTRACTOR'S BID

1

CARSTENSEN

\$ 114,319.50

ENGINEER'S ESTIMATED PRICE

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, Carstensen Contracting, Inc. as Principal, and as Surety, are hereby held and firmly bound unto City of McAlester, OK as OWNER penal sum of Five Percent (5%) of the Amount Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 28th day of April, 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 Completion of CIP #1.

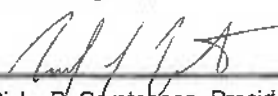
NOW, THEREFORE,

- (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 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.

Carstensen Contracting, Inc.


Principal Ricky P. Carstensen, President

Western Surety Company
Surety

By: 
Jason Gusso, Attorney-In-Fact

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.

STATE OF South Dakota

COUNTY OF Lincoln

I, JA Miller Notary Public of Lincoln

County, in the State of South Dakota, do hereby certify that

Jason Gusso Attorney-in-Fact, of

Western Surety Company

who is personally known to me to be the same person whose name is

subscribed to the foregoing instrument, appeared before me this day in person, and

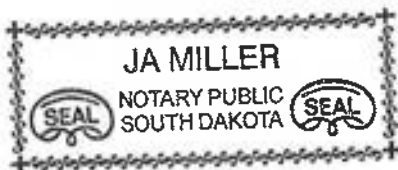
acknowledged that he signed, sealed, and delivered said instrument, for and on behalf of the

Western Surety Company

for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of
Sioux Falls, SD in said County, this 28th day of April

A.D. 2015



Notary Public

JA Miller

My Commission Expires: March 24, 2021

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Nick Gusso, Roger C Smith, Jason Gusso, Travis Gusso, J A Miller, Carol A Beckman,
Individually**

of Sioux Falls, SD, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of October, 2013.



WESTERN SURETY COMPANY

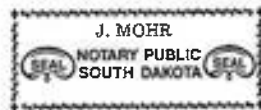
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of October, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of April, 2015.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

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, and 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.

BID FORM

BIDDER agrees to perform all the work described in the INFORMATION TO BIDDERS 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	UNIT PRICE	TOTAL PRICE
1. Solid Slab Sodding	2,165.00	square yards	<u>\$6.50</u>	<u>\$14,072.50</u>
2. Aggregate Base Type "A"	170.00	cubic yards	<u>\$70.50</u>	<u>\$11,985.00</u>
3. Slope Wall (4")	80.00	square yards	<u>\$92.00</u>	<u>\$7,360.00</u>
4. Forms for Curb and Gutter	510.00	linear feet	<u>\$19.00</u>	<u>\$9,690.00</u>
5. Four (4") inch Concrete Sidewalk	436.00	square yards	<u>\$57.00</u>	<u>\$24,852.00</u>
6. Type "A" Topsoil	365.00	cubic yards	<u>\$49.00</u>	<u>\$17,885.00</u>
7. Forms for Concrete Driveways And Intersections	4,681.00	square feet	<u>\$3.00</u>	<u>\$14,043.00</u>
8. Tactile Warning Device (New)	64.00	square feet	<u>\$68.00</u>	<u>\$4,352.00</u>
9. Seal Concrete Joints	4,200.00	linear feet	<u>\$2.40</u>	<u>\$10,080.00</u>
TOTAL OF BID			\$	<u>114,319.50</u>
LUMP SUM PRICE (if applicable)			\$	_____

Respectfully submitted:

Signature _____

Address

President

Title

5/5/2015

Date _____

License No(s). (if applicable)

(SEAL -if BID is by a corporation)

Attest

Mike Brown

RESOLUTION

3/1/15

Be it resolved that Ricky P. Carstensen, is a majority shareholder of Carstensen Contracting, Inc., and serves as the President, Treasurer, and Secretary of the Corporation and as such, is authorized to sign all contracts and agreements involving the Corporation and any other concerned party.

Be it further resolved that as noted in Article 8, paragraph 4 of the Corporate By-Laws, the Corporation has no seal and the signature of Ricky P Carstensen serves as appropriate authorization of corporate approval. All persons or entities intending to engage in business with the Corporation are hereby given notice that the Corporation does not have a corporate seal and shall continue to operate and engage in all business it may lawfully carry on without the necessity of a corporate seal.

In witness thereof, the undersigned Office of Carstensen Contracting, Inc., has hereunto set his hand this 1st day of March, 2015

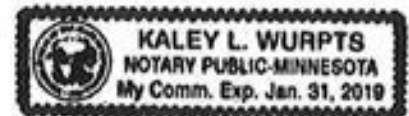
By:  _____, President

STATE OF MINNESOTA

COUNTY OF PIPESTONE

The foregoing instrument was acknowledged before me this 1st day of March, 2015 by

Ricky P Carstensen.



By:  _____, Notary Public

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Minnesota > SS.
County of Pipestone

[Signature], being first duly sworn, deposes
and says that:

- (1) He is President of Carstensen Contracting Inc.,
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 collu-
sion 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.

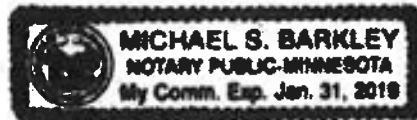
(SEAL)

(Signed)

[Signature]
President
(Title)

Signed before me this 30th day of April, 2015.

[Signature]
Notary



My Commission expires 1/31/2019

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Ricky P. Laistenen N/A, certify that I am the
President 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 Minnesota)
> SS:
COUNTY OF Pipestone)

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

None

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

None

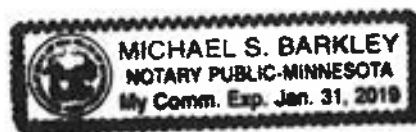
Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

None

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

Subscribed and sworn to before me this 30th day of April, 2015.

Mike Barkley
Notary Public



My commission expires: 1/31/2019



McAlester City Council

AGENDA REPORT

Meeting Date:	May 12, 2015	Item Number:	3
Department:	Public Works/Engineering	Account Code:	
Prepared By:	John C. Modzelewski, P.E., CFM	Budgeted Amount:	
Date Prepared:	May 5, 2015	Exhibits:	6

Subject

Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Holland Backhoe, Inc. for the Proposed Relocation of the 20-inch water main at Talawanda Lake.

Recommendation

Motion to approve and authorize the Mayor to sign a contract between the City of McAlester and Holland Backhoe, Inc. for the Proposed Relocation of the 20-inch water main at Talawanda Lake for a Total Bid Price of \$430,535.00.

Discussion

The City of McAlester has experienced three water main breaks under Talawanda Lake No. 2 in the past six years. The City's Consultant, Infrastructure Solutions Group, LLC, dba Mehlburger Brawley, designed the Project and a Grant of Easement for Right-of-Way was obtained from the Bureau of Indian Affairs. The Project was advertised on January 18, 2015 and January 25, 2015. A mandatory Pre-Bid Meeting was attended by ten contractors on February 3, 2015. Bids for the Project were received from six contractors on February 10, 2015. Holland Backhoe, Inc. was the apparent low bidder with a Bid of \$430,535.00. After checking references and having knowledge of completed projects, the City's Consultant has determined that Holland Backhoe, Inc. is the lowest, qualified, responsible bidder for the project. The Bid Tabulation Form, Letter of Recommendation, Grant of Easement for Right-of-Way, Notice of Award, and Contract signature page Are included with this report.

Approved By

	Initial	Date
Department Head	JCM	05/05/15
City Manager	P. Stasiak <i>PJS</i>	<i>5-7-15</i>

MCLESTER PUBLIC WORKS AUTHORITY
20-INCH WATER MAIN RELOCATE, TALAWANDA LAKE NO. 2
TUESDAY, FEBRUARY 10, 2015 @ 10:05 A.M.

BID TABULATION

BASE BID						Holland Backhoe, Inc. 21480 NE 63rd Street Harrah, OK 73045		McKee Excavating, Inc. 10469 S Highway 99 Prague, OK 74864		Collins Waterworks, LLC 3299 SE 239th Road Tallhina, OK 74571		Pittard Construction Co. 190 E. Stacy Road #308-306 Allen, TX 75002		Carstensen Contracting, Inc. 1507 7th Street SE PO Box 754 Pipestone, MN 56164		T. McDonald Construction, Inc. P.O. Box 1043 Eufaula, OK 74432	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	20-inch PVC C-905 Water Main	3,960	LF	\$70.50	\$279,180.00	\$66.00	\$340,560.00	\$95.00	\$376,200.00	\$100.00	\$396,000.00	\$109.00	\$431,640.00	\$175.00	\$693,000.00		
2	24-inch HDPE Water Main	100	LF	\$171.00	\$17,100.00	\$240.00	\$24,000.00	\$200.00	\$20,000.00	\$500.00	\$50,000.00	\$212.00	\$21,200.00	\$220.00	\$22,000.00		
3	20-inch Gate Valve	3	EA	\$22,500.00	\$67,500.00	\$20,000.00	\$60,000.00	\$22,000.00	\$66,000.00	\$15,000.00	\$45,000.00	\$12,110.00	\$36,330.00	\$22,000.00	\$66,000.00		
4	30-inch Steel Encasement	80	LF	\$165.00	\$13,200.00	\$150.00	\$12,000.00	\$150.00	\$12,000.00	\$200.00	\$16,000.00	\$210.00	\$16,800.00	\$270.00	\$21,600.00		
5	Connect Proposed 20-inch to Existing 20-inch Water Main	2	EA	\$7,500.00	\$15,000.00	\$6,000.00	\$12,000.00	\$12,000.00	\$24,000.00	\$10,000.00	\$20,000.00	\$9,721.00	\$19,442.00	\$8,000.00	\$16,000.00		
6	Air/Vac Release Valve	1	EA	\$5,650.00	\$5,650.00	\$9,500.00	\$9,500.00	\$9,304.00	\$9,304.00	\$13,000.00	\$13,000.00	\$12,247.00	\$12,247.00	\$7,500.00	\$7,500.00		
7	Valve/Sampling Vault	1	EA	\$2,925.00	\$2,925.00	\$25,000.00	\$25,000.00	\$18,000.00	\$18,000.00	\$25,000.00	\$25,000.00	\$8,854.00	\$8,854.00	\$12,000.00	\$12,000.00		
8	New Fire Hydrant Assembly	3	EA	\$6,870.00	\$20,610.00	\$8,000.00	\$24,000.00	\$10,256.00	\$30,768.00	\$5,000.00	\$15,000.00	\$10,849.00	\$32,547.00	\$10,700.00	\$32,100.00		
9	Temporary Coffler Dam	1	LS	\$4,375.00	\$4,375.00	\$1.00	\$1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$14,219.00	\$14,219.00	\$60,000.00	\$60,000.00		
10	Construction Staking	1	LS	\$4,995.00	\$4,995.00	\$16,000.00	\$16,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$6,185.00	\$6,185.00	\$3,500.00	\$3,500.00		
TOTAL AMOUNT OF BASE BID					\$430,535.00		\$523,061.00		\$571,272.00		\$590,000.00		\$599,464.00		\$923,700.00		

Infrastructure Solutions Group, LLC dba
 Mehler & Son, Inc.

Robert Vaughan, P.E.
 Project Manager
 RV/ks - #MC-13-02





April 28, 2015

John Modzelewski, P.E., City Engineer
City of McAlester
PO Box 578
28 E. Washington
McAlester, OK 74502-0578

Re: Talawanda Lake 20-inch Water Main, Project # MC-13-02
Letter of Recommendation; Notice of Award

Dear Mr. Modzelewski:

A mandatory Pre-Bid Meeting was held at the job site on February 3, 2015 and ten (10) contractors were present and eligible to submit a bid on the project. Bids were received on February 10, 2015 at the McAlester City Hall and six (6) contractors elected to submit a bid. Enclosed for your information please find a copy of the Bid Tabulation. Holland Backhoe, Inc. of Harrah, Oklahoma was the low bidder with a bid of \$430,535.00.

There were some unexpected last second delays on the easement between the Choctaw / Chickasaw Nations and the City of McAlester and the Contract could not be awarded at the time of bids. The low bid contractor agreed to extend the Contract Award Period. A copy of the letter from Holland Backhoe, Inc. is attached. The easement was recently secured and approved by the United States of America, US Department of the Interior, Bureau of Indian Affairs, Eastern Oklahoma Region. A signed copy of the easement is attached.

We checked the references from Holland Backhoe, Inc. and feel confident the contractor can successfully complete the project in accordance with the contract, plans and specifications. The contractor has also successfully completed projects with our company in the recent past.

We recommend that the City of McAlester award the contract to Holland Backhoe, Inc. in the amount of **\$430,535.00**. Enclosed please find two (2) copies of the Notice of Award. Please review and after Council Approval, execute both copies of the Notice of Award and return to our offices for further processing. We will obtain the required bonds and insurance from the contractor and will coordinate a Pre-Construction Conference, where the Notice to Proceed will be issued.

We also are requesting that the Mayor/Chairman be authorized to sign the contracts after the City Attorney's review of the contract documents. Enclosed as reference is a copy of the undated contract which will be dated and executed after the following is completed:

- Contractor provides required Bonds and Insurance.
- Contractor signs Contract
- Attorney Review of Contract Documents including Bonds and Insurance

Thank you and if you have any questions concerning any of the above, please do not hesitate to call us at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC
dba Mehlburger Brawley



Robert Vaughan, P.E.
Branch Manager

RV/mj
Enclosure

Project No. MC-13-02

Recorded at the
J.E. Department of the Interior
Bureau of Indian Affairs
Land Titles and Records Office
Document Number: 15-4901146
Date: 2010 APR 17 01:58 PM
LTRC Eastern Oklahoma

File No T-146

Landowner USA in Trust for the
Choctaw & Chickasaw Nations

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS**

GRANT OF EASEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS

That the United States of America, acting by and through the Bureau of Indian Affairs, Department of the Interior, Eastern Oklahoma Region, P O Box 8002, Muskogee, Oklahoma 74402-8002, for and on behalf of the USA in Trust for the Choctaw & Chickasaw Nations, hereinafter referred to as GRANTOR, under authority contained in 209 DM 8, dated November 17, 1981, 230 DM 1, and 3 IAM 4 dated July 19, 2000, and pursuant to the provisions of the Act of February 5, 1948 (62 Stat 17, 25 USC 323-328), and Part 169, Title 25, Code of Federal Regulations, which by reference are made a part hereof, in consideration of \$1 00, the receipt of which is hereby acknowledged, does hereby grant to City of McAlester, 28 E. Washington, McAlester, Oklahoma 74501, its successors and assigns, hereinafter referred to as GRANTEE, an easement for a right-of-way for the following purposes, specifically

To relocate a 20-inch potable water main out from under Talawanda Lake #2, and route around east edge of lake

over the land embraced within a right-of-way situated on the following described lands

An easement for a water pipeline being 20 feet in width located in the S/2 of Section 13 and the N/2 of Section 24, all in Township 6 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, Oklahoma, the centerline of which is described as follows

Commencing at the NW corner of the SW/4 of said Section 13, thence S00°01'25" E along a line between said NW corner of SW/4 and the SW corner of the NW/4 of said Section 24 a distance of 1589.31 feet, thence N89°58'34" E a distance of 1673.10 feet to the point of beginning, thence N38°39'48" E a distance of 121.02 feet, thence N83°29'37" E a distance of 1321.46 feet, thence S74°23'56" E a distance of 1037.03 feet, thence S18°21'51" E a distance of 27.40 feet, thence S04°38'44" W a distance of 536.17 feet, thence S49°46'34" W a distance of 1528.89 feet

said right-of-way is limited to and more particularly described to be 2.1 acres in area, as shown on attached survey map and made a part hereof

To have and to hold the said easement and right-of-way unto the GRANTEE and unto its successors and assigns subject to the following provisions

- 1 GRANTEE agrees to construct and maintain the right-of-way in a workmanlike manner

2. GRANTEE agrees to pay promptly all damages and compensation, in addition to the deposit made pursuant to 169.4, determined by the Secretary to be due the landowners and authorized users and occupants of the land on account of the survey, granting, construction and maintenance of the right-of-way.
3. GRANTEE agrees to indemnify the landowners and authorized users and occupants against any liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy or use of the lands by the applicant, his employees, contractors and their employees, or subcontractors and their employees.
4. GRANTEE agrees to restore the lands as nearly as possible to their original condition upon the completion of construction to the extent compatible with the purpose for which the right of way was granted.
5. GRANTEE agrees to bear all expenses and costs incurred by the owner and/or the United States in accomplishing said restoration.
6. GRANTEE agrees to clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way; and to dispose of all vegetative and other material cut, uprooted or otherwise accumulated during the construction and maintenance of the project.
7. GRANTEE agrees to take soil and resources conservation and protection measures, including weed control on the land covered by the right-of-way.
8. GRANTEE agrees to do everything reasonably within its power to prevent and suppress fires on or near the lands to be occupied under the right-of-way.
9. GRANTEE agrees to build and repair such roads, fences and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right-of-way.
10. GRANTEE agrees that upon revocation or termination of the right-of-way, the applicant shall, so far as is reasonably possible, restore the land to its original condition. The determination of "reasonably possible" is subject to the Secretary's approval.
11. GRANTEE agrees at all times to keep the Secretary informed of its address, and in case of corporations, of the address of its principal place of business and the names and addresses of its principal officers.
12. GRANTEE agrees not to interfere with the use of the lands by or under the authority of the landowners for any purpose not consistent with the primary purpose for which the right-of-way is granted.

13. GRANTEE agrees that during the term of this Grant of Easement, if any previously unidentified cultural resources are discovered within the easement area, work should be halted immediately and the BIA and/or Tribal Contractor should be contacted immediately.

This easement is subject to any prior valid existing right or adverse claim and is for a **99 year term**, so long as said easement shall be actually used for the purpose above specified; PROVIDED, that this right-of-way may be terminated in whole or in part by the GRANTOR for any of the following causes upon 30 days written notice, and failure of the GRANTEE within said notice period to correct the basis for termination (25 CFR 169.20):

1. Failure to comply with any term or condition of the Grant, or the applicable regulations.
2. A non-use of the right-of-way for any consecutive two-year period (for the purpose for which it was granted).
3. An abandonment of the right-of-way, as determined by the BIA.
4. Failure of the GRANTEE, upon completion of construction, to file with the BIA and/or Tribal Contractor, an affidavit of completion pursuant to 25 CFR 169.16.

The condition for this easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the GRANTEE.

IN WITNESS WHEREOF, GRANTOR has executed this grant of easement this 15 day of April, 20 15.

UNITED STATES OF AMERICA

BY [Signature]

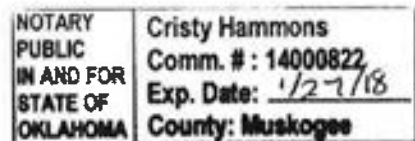
U.S. Department of the Interior
Bureau of Indian Affairs
Eastern Oklahoma Region

ACKNOWLEDGMENT

State of Oklahoma)

County of Muskogee)

§



Subscribed and sworn to before me this 15 day of April, 20 15.

Cristy Hammons

Notary Public

My Commission expires 1/27/2018

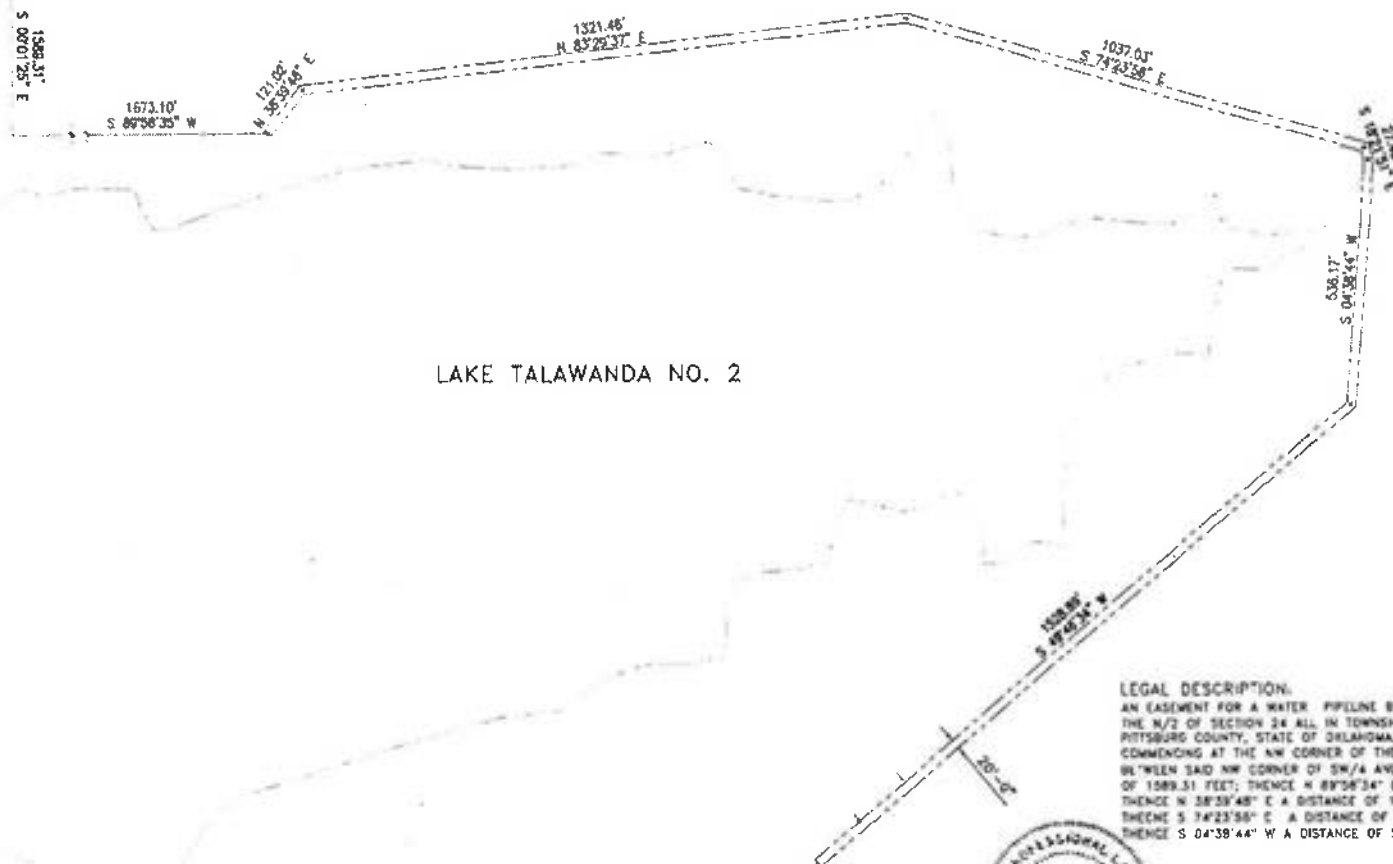
• ORIGINAL STONE

PLAT OF SURVEY
PREPARED BY: MILLIGAN LAND SURVEYING PLLC
C.A. 5298 (PLS) exp 06/30 2015
2116 PEACEABLE RIDGE, McALESTER, OK 74501
Cell 918-429-5999 Fax 918-423-7761

SET 3/8" IP •

SCALE: 1" = 250'

BASIS OF NORTH:
GPS OBSERVATION



LAKE TALAWANDA NO. 2

CONTROL

R 14 E		
14	FOUND ORIGINAL STONE	13
23	FOUND BRASS CAP	24
T 6 N		

LEGAL DESCRIPTION:

AN EASEMENT FOR A WATER PIPELINE BEING 20 FEET IN WIDTH LOCATED IN THE S/2 OF SECTION 13 AND THE N/2 OF SECTION 24 ALL IN TOWNSHIP 6 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, PITTSBURG COUNTY, STATE OF OKLAHOMA, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF THE SW/4 OF SAID SECTION 13; THENCE S 07°01'25" E ALONG A LINE BETWEEN SAID NW CORNER OF SW/4 AND THE SW CORNER OF THE NW/4 OF SAID SECTION 24 A DISTANCE OF 1589.51 FEET; THENCE N 38°58'48" E A DISTANCE OF 1673.10 FEET TO THE POINT OF BEGINNING; THENCE N 38°58'48" E A DISTANCE OF 121.02 FEET; THENCE N 87°28'32" E A DISTANCE OF 1321.46 FEET; THENCE S 74°23'58" E A DISTANCE OF 1037.03 FEET; THENCE S 18°21'31" E A DISTANCE OF 27.40 FEET; THENCE S 04°38'44" W A DISTANCE OF 536.17 FEET; THENCE S 49°46'34" W A DISTANCE OF 1528.89 FEET.

DATE OF LAST SITE VISIT NOVEMBER 22, 2013
BASIS OF NORTH ADDED AUGUST 19, 2014
TOWNSHIP IN DESCRIPTION CORRECTED JANUARY 9, 2015

Will Milligan PLS 1661



THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

NOTICE OF AWARD

TO: Holland Backhoe, Inc.
21400 N.E. 63rd Street
Harrah, OK 73045

Project Description: 20-Inch Water Main Relocate
McAlester, Oklahoma

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated January 18, 2015 and January 25, 2015 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of:
Four Hundred Thirty Thousand Five Hundred Thirty Five Dollars & 0/100 ----
(\$430,535.00).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, STATUTORY BOND, MAINTENANCE BOND (Two Year) and certificate of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the 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 the NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2015.

City of McAlester
OWNER

By: _____

Title: Steve Harrison, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Holland Backhoe, Inc. this _____ day of _____, 2015.

By: _____

Title: _____

CONTRACT

This Contract, made and entered into by and between Holland Backhoe, Inc. as Party of the First Part, hereinafter designated as the CONTRACTOR, and City of McAlester as Party of the Second Part, hereinafter designated as the OWNER.

WITNESSETH: That whereas the said Contractor is the lowest and best bidder for:

20-INCH WATER MAIN RELOCATE

for the total bid price as accepted of: Four Hundred Thirty Thousand Five Hundred Thirty Five Dollars & 0/100 ---- (\$430,535.00).

NOW, THEREFORE, the said Contractor for the consideration herein named, hereby agrees to do and complete the work above mentioned in accordance with the plans adopted and approved by the Owner, and on file in the office of the Engineer Infrastructure Solutions Group, LLC dba Mehlburger Brawley, which plans and specifications are made a part of this Contract by reference as if attached hereto or written in detail herein.

The Contractor will commence said work within ten (10) days from the date of the Notice to Proceed and perform same vigorously and continuously and complete the same within 90 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 9 of the Special Conditions.

It is agreed that payment for the aforesaid work or material will be made under the terms of the Contractor's bid as accepted as provided in the specifications, and that upon final completion of this contract work, the Contractor will receive the full compensation payment, according to the schedule of prices as contained in his bid as accepted and that upon the receipt by said Contractor of said final claim, the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this contract.

The Notice to Bidders, the Information for Bidders, the General and Special Conditions of the Agreement and the Contractor's Bid Proposal, each of said instruments on file in the office of the Engineer, Infrastructure Solutions Group, LLC dba Mehlburger Brawley, are hereby referred to and by reference thereto are made a part of this contract as if fully written in detail herein or attached hereto.

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the ____ day of _____, 20__.

SEAL

ATTEST

(Signature)

Title: _____

Holland Backhoe, Inc.
Contractor

(Signature)

By: Wes Holland

Title: Owner

SEAL

ATTEST:

(Signature)

Title: _____

City of McAlester
Owner

(Signature)

By: _____

Title: Steve Harrison, Mayor



**Holland Backhoe, Inc.
405.919.1400**

21400 NE 63rd St Harrah, OK 73045

March 30, 2015

City of McAlester
c/o Infrastructure Solutions Group, LLC
719 S George Nigh Expressway
McAlester, OK 74501

Re: Project 20-inch Water Main Relocate, Talawanda Lake #2
Mutual Extension of Contract Award Period

Mr. Vaughn

Bids were received by the City of McAlester on February 10, 2015 on the referenced project. Holland Backhoe, Inc was the low bidder. It is my understanding that the City is working with the Choctaw and Chickasaw Nation to secure the easement and are in the final stages of getting this approved. If the City will mutually agree, we are willing to extend the Contract Award Period.

Respectfully,

Wes Holland
HOLLAND BACKHOE, INC.
405-919-1400



McAlester City Council

AGENDA REPORT

Meeting Date: May 12, 2015 **Item Number:** 4
Department: Community & Economic Development
Prepared By: George Estrada/ Leroy Alsup **Account Code:** _____
Date Prepared: May 5, 2015 **Budgeted Amount:** _____
Exhibits: Five

Subject

Consider and act upon, Building Demolition & Site Clearance Contracts with Henry Moss of Moss Trucking in the sum of \$35,895; American Demolition & Site Services in the sum of \$12,627; and Timco Blasting & Coating in the sum of \$6,600.

Recommendation

Motion to authorize the Mayor to execute Building Demolition & Site Clearance Contracts with Henry Moss of Moss Trucking in the sum of \$35,895; American Demolition & Site Services in the sum of \$12,627; and Timco Blasting & Coating in the sum of \$6,600.

Discussion

Dilapidated Structure Condemnation Resolution No. 14-20 Adopted on 8-12-2014

	Property Owner	Property Address	Status as of 5-12-2015
1	Church of Living God Temple # 19	1106 E. Chickasaw Ave.	Bid Date 5-1-2015
2	Kennon, Jeremy D. & Holly J.	513 E. Seminole Ave.	Bid Date 5-1-2015
3	Ray, Carl, & Matthew & Jason Caldwell	16 W. Seminole Ave.	Bid Date 5-1-2015
4	Jeffrey, Laura Janese	409 N. B St.	Bid Date 5-1-2015
5	Nelms, Steven C. & Phyllis L.	625 S. Oak St.	Bid Date 5-1-2015
6	Bailey, Christopher Ray	105 W. Springer Ave.	Bid Date 5-1-2015
7	Faver, Darrell & Virginia	29 E. Jefferson Ave.	Bid Date 5-1-2015
8	Ortiz, Santiago Espinoza	417 W. Kiowa Ave.	Demolished/ Lot Cleared
9	Timmons, Roger M. & Elizabeth	33 E. Jefferson Ave.	Demolished/ Lot Cleared
10	Todd, Billie Jo	301 W. Osage Ave.	Demolished/ Lot Cleared

Dilapidated Structure Condemnation Resolution No. 15-02 Adopted on 03-10-2015

	Property Owner	Property Address	Status as of 5-12-2015
1	Orsack, Danny Joe & Betty Jean Lowry	526 W. Adams	Bid Date 5-1-2015
2	Lowry, Betty Jean	528 W. Adams	Bid Date 5-1-2015
3	Lowry, Betty Jean	532 W. Adams (outbuilding only, not the primary structure)	Bid Date 5-1-2015

- Condemnations Resolutions recorded with County Clerk pursuant to 11 O. S. §, 22-112 (3)
 - Resolution No. 14-20- Recorded on September 26, 2014: Book 2125 Page 214
 - Resolution No. 15-02- Recorded on March 27, 2015: Book 2158 Page 587

BID TABULATION							
City of McAlester							
Bid Opening for Building Demolition and Site Clearance Services							
Friday, May 1, 2015, at 2:00 PM							
Property Address	Bidder Name			Individual Low Bidder			
	H. Moss	TimCo	American Demo.	H. Moss	TimCo	American Demo.	Total
1106 E Chickasaw Ave	\$2,695.00	\$4,560.00	\$4,268.00	\$2,695.00			\$2,695.00
513 E Seminole Ave	\$7,200.00	\$9,360.00	\$7,410.00	\$7,200.00			\$7,200.00
16 W Seminole Ave	\$6,400.00	\$7,440.00	\$6,065.00			\$6,065.00	\$6,065.00
409 N B St	\$8,800.00	\$12,960.00	\$9,249.00	\$8,800.00			\$8,800.00
625 S Oak St	\$9,750.00	\$12,240.00	\$11,908.00	\$9,750.00			\$9,750.00
105 W Springer Ave	\$7,450.00	\$9,000.00	\$13,335.00	\$7,450.00			\$7,450.00
29 E Jefferson Ave	\$7,250.00	\$4,200.00	\$5,255.00		\$4,200.00		\$4,200.00
526 W Adams Ave	\$6,750.00	\$5,400.00	\$5,198.00			\$5,198.00	\$5,198.00
528 W Adams Ave	\$2,800.00	\$1,800.00	\$1,364.00			\$1,364.00	\$1,364.00
532 W Adams Ave	\$3,500.00	\$2,400.00	\$4,342.00		\$2,400.00		\$2,400.00
Total	\$62,595.00	\$69,360.00	\$68,394.00	\$ 35,895.00	\$ 6,600.00	\$ 12,627.00	\$ 55,122.00

- FY2014-2015 Budget (01-5652319 Demolition): \$25,000
- A companion Ordinance to Amend the Budget to \$55,122 is on the May 12, 2015 City Council Agenda.

The following documents are attached for your reference:

1. Proof of Publication- Notice to Bidders published on Sunday April 19 & Sunday April 26, 2015
2. May 1, 2015 Building Demolition and Site Clearance Services Bid Tabulation
3. Building Demolition & Site Clearance Contract with Henry Moss of Moss Trucking in the sum of \$35,895
4. Building Demolition & Site Clearance Contract with American Demolition & Site Services in the sum of \$12,627
5. Building Demolition & Site Clearance Contract with Timco Blasting & Coating in the sum of \$6,600.

Approved By

Department Head
City Manager

L. Alsup
P. Stasiak

Initial
LA

PJS

Date

5-7-15

PROOF OF PUBLICATION

McAlester News-Capital

500 S. Second, McAlester, OK 74501 • 918-423-1700

I, Amy Johns, am of lawful age, being duly sworn upon oath, deposes and says:

That I am publisher of McAlester News-Capital, a daily newspaper printed and published in the City of McAlester, County of Pittsburg, and State of Oklahoma, and that the advertisement referred to, a true and printed copy is hereunto attached, was published in said McAlester News-Capital & in consecutive issues on the following dates to wit:

1st insertion... April 19th 2015
2nd Insertion... April 26th 2015
3rd Insertion..... 2015
4th Insertion..... 2015
5th Insertion..... 2015

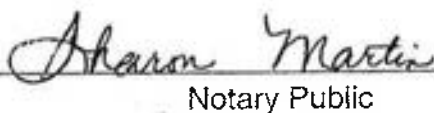
That said newspaper has been published continuously and uninterruptedly in said county during a period one-hundred and four consecutive weeks prior to the publication of the attached notice or advertisement; that it has been admitted to the United States mail as publications (second-class) mail matter, that it has a general paid circulation, and publishes news of general interest, and otherwise conforms with all of the statutes of the State of Oklahoma governing legal publications.

Publication Fee..... \$ 163.76


Publisher

SUBSCRIBED and sworn to before me this

4th day of May, 2015.


Notary Public

#00002414

My Commission expires: 03/23/16



(Published in the McAlester News-Capital on April 19th & 26th, 2015.)
CITY OF McALESTER NOTICE OF BIDDERS

Notice is hereby given that the City of McAlester, Oklahoma will accept sealed bids until 2:00 p.m. (local time), Friday, May 1st, 2015 for Building Demolition and Site Clearance Services for the various Residential and related Structures on the properties listed below.

PROPERTY ADDRESS:

1106 E. Chickasaw
513 E. Seminole Ave.
16 W. Seminole Ave.
409 N. B Street
625 S. Oak Street
105 W. Springer Ave.
29 E. Jefferson Ave.

TYPE OF STRUCTURE

One Story Frame
Two Story Frame
One Story Frame
Two Story Frame
One Story Frame
One Story Frame
One Story Frame

526 W. Adams Ave.
528 W. Adams Ave.
532 W. Adams Ave.

One Story Frame - Garage/Outbuilding only (Does not include the Primary residence that is occupied)
One Story Frame - Garage/Outbuilding only (Does not include the Primary residence that is occupied)
not include the Primary residence that is occupied

526, 528 & 532 W. Adams Avenue Properties include Trash, Refuse and Debris Site Clean-up Services in addition to the Building Demolition and Site Clearance Services.

Instruction to Bidders and Bid Packets may be obtained at the City of McAlester, Community & Economic Development Department Office, located on the second floor of the Municipal Building, 28 East Washington, McAlester, Oklahoma, 74501 or by emailing George Estrada, Building Inspector at george.estrada@cityofmcAlester.com. Bids must be sealed and submitted on City bid documents.

At 2:00 p.m. (local time), Friday, May 1st, 2015, the bids will be opened and read aloud at the Community & Economic Development Department Office, located on the second floor of the Municipal Building, 28 East Washington, McAlester, Oklahoma, 74501.

The City of McAlester reserves the right to reject any and all bids, waive irregularities and formalities in any bid submitted. In addition, the City reserves the right to contract with one or more parties to perform identical services as deemed appropriate.

s/Carla Middleton
City Clerk

04/15/15
Date

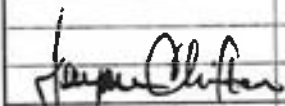
BID TABULATION

City of McAlester

Bid Opening for Building Demolition and Site Clearance Services

Friday, May 1, 2015, at 2:00 PM

Property Address	Bidder Name			Individual Low Bidder			
	H. Moss	TimCo	American Demo.	H. Moss	TimCo	American Demo.	Total
1106 E Chickasaw Ave	\$2,695.00	\$4,560.00	\$4,268.00	\$2,695.00			\$2,695.00
513 E Seminole Ave	\$7,200.00	\$9,360.00	\$7,410.00	\$7,200.00			\$7,200.00
16 W Seminole Ave	\$6,400.00	\$7,440.00	\$6,065.00			\$6,065.00	\$6,065.00
409 N B St	\$8,800.00	\$12,960.00	\$9,249.00	\$8,800.00			\$8,800.00
625 S Oak St	\$9,750.00	\$12,240.00	\$11,908.00	\$9,750.00			\$9,750.00
105 W Springer Ave	\$7,450.00	\$9,000.00	\$13,335.00	\$7,450.00			\$7,450.00
29 E Jefferson Ave	\$7,250.00	\$4,200.00	\$5,255.00		\$4,200.00		\$4,200.00
526 W Adams Ave	\$6,750.00	\$5,400.00	\$5,198.00			\$5,198.00	\$5,198.00
528 W Adams Ave	\$2,800.00	\$1,800.00	\$1,364.00			\$1,364.00	\$1,364.00
532 W Adams Ave	\$3,500.00	\$2,400.00	\$4,342.00		\$2,400.00		\$2,400.00
Total	\$62,595.00	\$69,360.00	\$68,394.00	\$ 35,895.00	\$ 6,600.00	\$ 12,627.00	\$ 55,122.00


Jayme Clifton

1-May-15

Date

Bid Opening Attendees: Leroy Alsup, George Estrada, Kirk Ridenour, Jayme Clifton, James Schulz, Henry Moss, Tim Farley, Daniel Patrick

**NOTICE OF AWARD
BUILDING DEMOLITION AND SITE CLEARANCE SERVICES
CITY OF MCALESTER**

TO: Moss Trucking, DBA as Henry Moss
Route 6, Box 253, McAlester, OK 74501

DATE: May 12, 2015

BUILDING DEMOLITION & SITE CLEARANCE SERVICES:

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS
1106 E. Chickasaw Ave.	One Story Frame	\$2,695
513 E. Seminole Ave.	Two Story Frame	\$7,200
409 N B St.	Two Story Frame	\$8,800
625 S. Oak St.	One Story Frame	\$9,750
105 W. Springer Ave.	One Story Frame	\$7,450
Total Award		\$35,895

The City of McAlester has considered the Bid Proposal submitted by you for the above described Building Demolition & Site Clearance Services in response to its' Advertisement for Bids dated April 19 & 26, 2015 and the Instructions to Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$35,895.

You are required by the "Instructions to Bidders" to execute the Contract For Building Demolition And Site Clearance Services and furnish the required Certificates of Insurance within 7 calendar days from the date of this Notice of Award to you. If you fail to execute said Contract and to furnish required Certificates of Insurance within 7 calendar days from the date of this Notice of Award. If you fail to do so, the City will be entitled to consider all your rights arising out of the City's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Bond (if applicable). The Owner will be entitled to such other rights as may be granted by law.

Your are required to return one original and one copy acknowledging receipt of this Notice of Award.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

Steve Harrison, Mayor

DATE

Acknowledgement of Receipt by Bidder:

Moss Trucking, DBA as Henry Moss

5-5-15

DATE

NOTICE TO PROCEED

TO: Moss Trucking, DBA as Henry Moss
(Official Name of Contractor)

Route 6, Box 253, McAlester, OK 74501
(Address of Contractor)

FROM: City of McAlester

DATE: May 12, 2015

SUBJ: Building Demolition and Site Clearance Services Contract # 2015-001
(Project Contract Number)

Moss Trucking, DBA as Henry Moss, herein called the Contractor, is authorized to begin work
(Name of Contractor)
on this 12th day of May, 2015 on the Building Demolition & Site Clearance Services listed below.

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS
1106 E. Chickasaw Ave.	One Story Frame	\$2,695
513 E. Seminole Ave.	Two Story Frame	\$7,200
409 N B St.	Two Story Frame	\$8,800
625 S. Oak St.	One Story Frame	\$9,750
105 W. Springer Ave.	One Story Frame	\$7,450
Total Award		\$35,895

All work will be done as specified in the Contract for Building Demolition and Site Clearance Services and the attachments thereto. Work will proceed on this job within 5 days from the date of this notification as provided in Section 10 of said Contract, unless otherwise specified. Work on this job is scheduled for completion on August 15, 2015 (90 days from May 17, 2015).

Prior to beginning the Building Demolition and Site Clearance Services, all permits and licenses required by Local, State, and Federal law shall be obtained by the Contractor, unless otherwise specified. The method of assessing liquidated damages for noncompliance with the project of said Contract is contained in Section 10 of said Contract.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

Steve Harrison, Mayor

ATTACHMENT # 1
CONTRACT FOR BUILDING DEMOLITION AND SITE CLEARANCE SERVICES

City of McAlester
Community & Economic Development Department
Municipal Building, 28 East Washington, McAlester, Oklahoma 74501

This Contract made this 12th day of May, 2015 by and between the City of McAlester, hereinafter referred to as the "City" and, Moss Trucking, DBA as Henry Moss, hereinafter referred to as the "Contractor".

WITNESSETH, that the City and the Contractor for the considerations stated herein mutually agree as follows:

SECTION 1 -Statement of Work

The Contractor shall furnish all supervision, equipment and labor to perform and complete all work required for the demolition and site clearance. Pursuant to the Building Demolition Specifications & Special Conditions (Attachment #3), Contractor will remove structure and resulting debris from the lot; will remove all slabs, foundations, fences, sidewalks, out-buildings and any other construction on the lot; will level lot and leave lot in a mowable condition with all small trees and bushes removed; will plug and secure sewer line at a depth of not less than 24 inches from the ground surface; will dispose of all construction and other debris only in a landfill approved by the DEQ. All real property shall be returned to its natural terrain at the following legally described property(s):

PROPERTY ADDRESS	LEGAL DESCRIPTION	BID PER ADDRESS
1106 E. Chickasaw Ave.	E 60' Lot 2, Block 404 S. McAlester	\$2,695
513 E. Seminole Ave.	E50' Lot 6, Block 519 S. McAlester	\$7,200
409 N B St.	Lot 6 & 7, Block 266 S. McAlester	\$8,800
625 S. Oak St.	Lot 6, Block 524 S. McAlester	\$9,750
105 W. Springer Ave.	Lot 7 & 8, Block 97 N. McAlester	\$7,450
Total Award		\$35,895

SECTION 2 -Contract Price

The city will pay the Contractor for the performance of said contract the sum of \$35,895 In addition, all salvageable materials shall become the property of the Contractor. This sum shall include all landfill dumping fees.

SECTION 3 -Contract Documents

The Contract Documents which comprise this Contract for Building Demolition and Site Clearance Services consists of the following documents attached hereto and incorporated herein by reference as if fully set out herein:

- Instructions to bidders (Bid Package)
- This Building Demolition & Site Clearance Services Contract (Attachment #1)
- Bid Form (Attachment #2)
- Building Demolition Specifications & Special Conditions (Attachment #3)

04/20/2015 Form

SECTION 4 -Insurance

The contractor agrees to provide a Public or Contractor's Liability Insurance Certificate in the amount specified below and to indemnify and hold the City harmless from any acts of negligence on the part of said Contractor.

The Contractor shall maintain in force, between the time that the Contractor commences the Building Demolition and Site Clearance Work provided for in this Contract and the time that such work is completed, comprehensive public liability insurance protecting the City for not less than \$100,000/\$300,000 in the event of bodily injury, including death, and \$100,000 in the event of property damage arising out of the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors or suppliers, and such insurance or other coverage as is required by Oklahoma law governing Workman's Compensation. Before commencing the Building Demolition and Site Clearance Work provided for in this Contract, the Contractor shall furnish the City with certificates showing that the required insurance is in force and shall be endorsed to provide that the policies will not expire or be cancelled or changed until ten (10) days after written notice of expiration, cancellation or change has been delivered to the City.

SECTION 5 -Worker's Compensation Insurance

It is understood and agreed to by the parties hereto that the Contractor is an independent contractor and not the employee of the City and the Contractor shall provide the City with a Certificate of Worker's Compensation Insurance Coverage as required by Oklahoma law governing Workman's Compensation; or

1. If the Contractor is a sole proprietor without any employees, the Contractor may execute and provide an "Affidavit of Exempt Status Under the Worker's Compensation Act- Form Edition 21014" in lieu of providing a Certificate of Worker's Compensation Insurance; or
2. If the Contractor has employees, but by definition they are not classified as employees pursuant to 85A O.S. § 2 (OSCN 2015) 18 b "the term employee shall not include" for Worker's Compensation Insurance purposes, the Contractor may provide documentation to show their employees fall under one of the exemptions provided by 85A O.S. § 2 (OSCN 2015) 18 b and execute and provide an "Affidavit of Exempt Status Under the Worker's Compensation Act- Form Edition 21014" for themselves in lieu of providing a Certificate of Worker's Compensation Insurance.

SECTION 6 - Accident Prevention

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for damages to person or property, either on or off the site, which occur as a result of his execution of the work under this Contract. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonable and necessary.

SECTION 7- Care of Work

The Contractor shall keep the premises clean and orderly during the course of the Building Demolition and Site Clearance Work.

SECTION 8- Contract Changes

No modifications of this Contract shall be made after its execution by the Contractor and the City except by written instrument signed by the Contractor, accepted by the City.

SECTION 9- Inspection

The Contractor shall permit inspection by the City and other appropriate officials in order to confirm that work is conducted in accordance with the terms and conditions of this contract, and that work is satisfactorily completed.

SECTION 10-Completion and Liquidated Damages

The Contractor agrees to commence work on the date to be specified in a written "Notice to Proceed" and fully complete the project within the agreed upon consecutive calendar days thereafter. Contractor agrees to pay as liquidated damages, the sum of \$50 for each consecutive calendar day thereafter as provided by this bid package and Contract until the project is completed in full. The Bidder will be expected to complete Building Demolition and Site Clearance Services for all properties identified herein within 90 days from the date to commence work as specified in a written "Notice to Proceed", or within a time frame that is agreed to by City and Contractor.

SECTION 11 -Permits

Contractor shall be responsible for and obtain all permits required to perform the work described in this agreement. Contractor is responsible for requesting and verifying disconnection of services with all utility companies before work begins.

SECTION 12- Payment of Contract Price

Full payment will be issued by City to Contractor upon completion of all work for each individual property address awarded to the Contractor as they are completed. No Progress payments shall be made on individual properties.

SECTION 13- Hold Harmless Clause

The Contractor shall indemnify, and hold harmless the Owner and Owner's officials and employees from all liability and claims for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense suffered or alleged to have been suffered by any person as a result of, or arising from, the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors and suppliers.

SECTION 14- Assignment of Contract

The Contractor shall not assign this Contract without the prior written consent of the City.

(SIGNATURES ON NEXT PAGE)

Attachment # 1
City of McAlester
Contract For Building Demolition And Site Clearance Services

Page 4

IN WITNESS WHEREOF, the parties hereto have cause this Contract to be executed on the day and year first above written.

Contractor:



Signature of Owner/Authorized Agent*

Moss Trucking, DBA as Henry Moss

**Must have the authority to bind the contractor and to answer questions with respect to the Contract.*

City of McAlester, Oklahoma
A Municipal Corporation:

Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
5/5/2015

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 Tedford Insurance - McAlester Office 337 E. Choctaw Ave McAlester OK 74501		CONTACT NAME: Karen Franklin PHONE: (918) 423-0595 FAX: (918) 423-8883 E-MAIL: Karenf@tedfordinsurance.com ADDRESS:	
INSURED Moss Trucking, DBA: Henry Moss Rt. 6 Box 253 McAlester OK 74501		INSURER(S) AFFORDING COVERAGE INSURER A: Oklahoma Surety Company 23426 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 15/16

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	AGOL/SUBR INSR. WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPPOS AGG \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		06GL000927841	4/28/2015	4/28/2016	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC GENL AGGREGATE LIMIT APPLIES PER:					
	AUTOMOBILE LIABILITY					COVERED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB					EACH OCCURRENCE \$ AGGREGATE \$
	EXCESS LIAB					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS GTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			

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

CERTIFICATE HOLDER

CANCELLATION

(918) 421-4970

 City of McAlester
 PO Box 578
 McAlester, OK 74502

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

Brad Shalton/KAREN F

AFFIDAVIT OF EXEMPT STATUS UNDER THE WORKERS' COMPENSATION ACT

State of Oklahoma

County of Pittsburg)

I, Henry Moss state under oath as follows:


1. I, Henry Moss operating as Moss Trucking, DBA as Henry Moss (independent contractor's business name), have agreed to provide services to the City of McAlester (Contractor) during calendar year 2015.
2. I have read, signed and attached the Exempt Status Fact Sheet and understand that an Independent Contractor is one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.
3. I understand that based upon the representations in this Affidavit of Exempt Status, I am requesting the City of McAlester (Insert contractor's name) to consider my business to be that of an independent contractor; **that I am not an employee under the Workers' Compensation Act** and the City's Workers' Compensation Insurance Policy; and that no premium be charged for the services performed by my business during the policy year.
4. **I am an independent contractor, not an employee of the contractor. I do not want workers' compensation insurance and understand that I am not eligible for Workers' Compensation benefits.**
5. I will obtain workers' compensation and employers' liability insurance for my employees if I have employees, unless they are otherwise exempt from the requirements of the Workers' Compensation Act.
6. The information I have provided is not the result of force, threats, coercion, compulsion or duress.
7. I understand that the execution of the affidavit shall establish a rebuttable presumption that the executor is not an employee for purposes of the Workers' Compensation Act.
8. I understand that the execution of an affidavit shall not affect the rights or coverage of any employee of the individual executing the affidavit.
9. I will be responsible for any taxes, penalties, interest or liabilities assessed against the contractor if I am determined by a governmental agency to be the employee of the Contractor.
10. I understand that knowingly providing false information on an Affidavit of Exempt Status Under the Workers' Compensation Act shall constitute a felony.

Independent Contractor (Executor) Signature

Date 5-5-15 Name: Henry Moss Title: Owner/Operator

Business Name: Moss Trucking, DBA as Henry Moss

Notary Public

 Sworn to before me on this 5th day of May, 2015 by Henry Moss
Jayme Clifton My Commission Expires: 12/11/18 My Commission # 14010995
Notary Public

This form is to be signed and notarized at the start of a job/project for this contractor and is good for the job/project or any similar job/project performed for the contractor for one year from the date of notary.

Note: Employers who knowingly and willfully require an employee or subcontractor to execute an affidavit when the employer knows that the employee or subcontractor is required to be covered under a workers' compensation insurance policy shall be liable for a civil penalty of up to \$1,000.00 per offense. (36 OS §§924.5)

It is a crime to falsify the information on this form.

Edition 21014

EXEMPT STATUS FACT SHEET

An independent contractor is defined by law as one who engages to perform certain services for another, according to his own manner and method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.

Below are statements to help you decide if you are an independent contractor. No one statement is controlling, and your status is based on all the facts in your situation. If a statement describes your situation, then check the box. If at least six of the statements below do not describe your business, you should not sign the attached Affidavit of Exempt Status Under the Workers' Compensation Act.

- ☐ 1. The nature of the contract between you and the contractor shows you are independent from the contractor. For example: Is there a written contract where you agree that you are an independent contractor? Are you a corporation or limited liability company? Do you maintain commercial general liability insurance or other business insurance?
- ☐ 2. The contractor exercises very little control over your work. For example: By the agreement, can the contractor exercise control on the details of the work or your independence? Do you exercise control over most of the details of the work? Do you create plans or specifications for the job? Do you set your own work hours?
- ☐ 3. You are engaged in a distinct occupation or business for others. For example: Do you work for companies or individuals other than the Contractor? Do you work for competitors of the Contractor? Does your business have a logo or uniform?
- ☐ 4. Your job is the kind of occupation where the work is usually performed by a specialist without supervision, and not under the direction of the contractor. For example: Is your work supervised by the Contractor?
- ☐ 5. Your occupation requires special skills, license, education or training.
- ☐ 6. The contractor does not supply the things needed to perform your job such as the tools and the place of work. For example: Do you supply any of the materials or tools for the work? Do you operate a vehicle owned by the contractor? Was the work performed at your business or the contractor's business location or jobsite? Do you wear a uniform supplied by the contractor?
- ☐ 7. The length of the job and how long you have worked for the Contractor does not show that you are really an employee. For example: Is this a one-time job, or will you be doing this for the contractor regularly?
- ☐ 8. You are paid as a separate contractor, not as an employee. For example: Do you invoice the Contractor for your services? Are you paid by the job? Do you file a federal income tax return for your business? Do you expect to receive an IRS Form 1099 from the Contractor? Does the Contractor pay your expenses?
- ☐ 9. Your work is not the regular business of the employer. For example: Is your work customarily done in the Contractor's line of business or as part of the Contractor's daily work? Have you ever been an employee of the Contractor? Do you work with other people hired by the Contractor on the work you perform?
- ☐ 10. You do not consider yourself an employee of the contractor. For example: Will the Contractor withhold taxes or monies from your payment? Have you ever been an employee of the Contractor? Have you or your employees ever filed an insurance claim against the Contractor?
- ☐ 11. You do not have the right to terminate the relationship without liability. For example: If you quit before the job is finished, is there a penalty?

Based upon these factors, do you believe that you are an independent contractor with exempt status?

(WRITE YES OR NO)

Signature

Henry Moss

Note: Employers who knowingly and willfully require an employee or subcontractor to execute an affidavit when the employer knows that the employee or subcontractor is required to be covered under a workers' compensation insurance policy shall be liable for a civil penalty of up to \$1,000.00 per offense. (36 OS §§924.5)

Workers' Compensation- Employee Affidavit
Moss Trucking, DBA as Henry Moss

85A O.S. § 2 (OSCN 2014)

Title 85A. Workers' Compensation
Chapter 1 - Administrative Workers' Compensation Act
Section 2 - Definitions

As used in the Administrative Workers' Compensation Act:

18. (b.) The term "employee" shall not include:

(5) any person employed by an employer with five or fewer total employees, all of whom are related by blood or marriage to the employer, if the employer is a natural person or a general or limited partnership, or an incorporator of a corporation if the corporation is the employer....

I, Henry Moss, hereby declare that Moss Trucking, DBA as Henry Moss will have five or fewer employees, all of whom are related by blood or marriage to me, for the performance of the Building Demolition and Site Clearance Services for the City of McAlester during calendar year 2015.

Date: 05-12-2015

Name: Henry Moss Title: Owner

Signature



Business Name: Moss Trucking, DBA as Henry Moss & Moss Wrecker

Notary Public

Signed and sworn to before me on this 5th day of May, 2015 by Henry Moss



My Commission Expires: 12/11/18
My Commission # 14010995

ATTACHMENT #2
BID FORM FOR BUILDING DEMOLITION & SITE CLEARANCE SERVICES

City of McAlester
Community & Economic Development Department
Municipal Building, 28 East Washington, McAlester, Oklahoma 74501

The undersigned, having read the documents delineated below, do hereby propose to provide the Building Demolition and Site Clearance Services at the prices stated herein:

- Instructions to Bidders (Bid Package)
- Building Demolition and Site Clearance Services Contract (Attachment #1)
- Bid Form (Attachment #2)
- Building Demolition Specifications & Special Conditions (Attachment #3)
- The following Addenda (receipt of all which are hereby acknowledged): (if none, so state)

ADDENDA NUMBER(S): _____

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS ²
1106 E. Chickasaw Ave.	One Story Frame	\$ 2695.
513 E. Seminole Ave.	Two Story Frame	\$ 7200.
16 W. Seminole Ave	One Story Frame	\$ 6400.
409 N B St.	Two Story Frame	\$ 8800.
625 S. Oak St.	One Story Frame	\$ 9750.
105 W. Springer Ave.	One Story Frame	\$ 7450.
29 E. Jefferson Ave.	One Story Frame	\$ 7280.
526 W. Adams Ave. ¹	One Story Frame	\$ 6750.
528 W. Adams Ave. ¹	One Story Frame – Garage/Outbuilding only	\$ 2800.
532 W. Adams Ave. ¹	One Story Frame – Garage/Outbuilding only (Does not include the primary residence that is occupied)	\$ 3500.
TOTAL BID FOR ALL ADDRESSES³		\$
¹ 526, 528, & 532 W. Adams Avenue properties includes Trash, Refuse and Debris Site Clean-up Services in addition to the Building Demolition and Site Clearance Services.		
² The Bid Price Per address shall include all Landfill Dump Fees.		
³ Bidder must indicate a bid price for each individual address & not just a total lump sum for all addresses combined.		

In submitting these bids, the bidder understands that the right is reserved by the City of McAlester to accept or reject any and/or all bids or any portion thereof and to waive any informalities. Bid prices shall remain in effect for 90 days after the date that bids are opened. The City reserves the right to award one contract for all properties, individual contracts for each property or any combination thereof to the lowest and best bidder that provides the most favorable total cost to the City.

Employee Information:

1. Is the Bidder/Contractor a sole proprietor without employees: YES/NO (circle one)
2. If the Bidder/Contractor has employees working for them, how many employees do you employ? _____

(BID FORM CONTINUED ON NEXT PAGE)

1. Definition (11 O. S. § 22-111 (D) -Cleaning and Mowing of Property)

"Trash" means any refuse, litter, ashes, leaves, debris, paper, combustible materials, rubbish, offal, or waste, or matter of any kind or form which is uncared for, discarded, or abandoned.

"Cleaning" means the removal of trash from property

2. Description

The Contractor shall provide necessary trash, refuse and/or debris abatement services on properties designated by the City which have been determined to be nuisances properties in need of abatement as a result of the health hazards posed to the community. Such services shall be inclusive of, but not limited to, generalized clean up through pick-up of trash, litter, cans, bottles, and other garbage as well as the removal and legal disposal of all such items. Further, such work may include removal of old junk items, as designated by the City, including lumber, wood, wire, parts, tires, household debris, etc. and will be specified by the City to the Contractor.

LANDFILL REQUIREMENTS

Bidders are instructed to include any landfill costs in their bids.

GENERAL REGULATORY REQUIREMENTS

It is the bidder responsibility to comply with all applicable Federal, State and local laws, ordinances and regulations, and applicable industry standards.

PROTECTION

- Bidder shall take necessary steps to protect buildings and facilities on adjacent properties.
- Existing Utilities – Do not disrupt existing utilities serving adjacent structures unless authorized to do so by City.

SITE ACCESS AND TEMPORARY CONTROLS

Conduct building demolition and debris removal operations to ensure minimum interference with roads, streets, walkways and adjacent occupied facilities.

NON-COLLUSION AFFIDAVIT

State of OKLA)
County of Pitts) SS:

_____ of lawful age, being first duly sworn, deposes and says that:

- (1) He is HENRY MOSS of MOSS TRUCKING, 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 BID;
- (3) Such BID is genuine and is not a collusive or sham BID;
- (4) Neither the said BIDDER nor any of its officers, 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.

[Signature]
(Signed)

[Signature]
(Title)

Signed before me this 30th day of April, 2015.



Jayme Clifton
Notary Public

My Commission expires: 12/11/18

**CITY OF MCALESTER
CONFLICT OF INTEREST DISCLOSURE FORM**


For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any City of McAlester employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a city employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____ NO X

NAME(S)

POSITION(S)

<u></u>	<u>4-30-15</u>	<u>Moss TrKing</u>
Signature of Owner or Authorized Agent	Date	Company or Bidder Name (Please Print or Type)
		<u>9184211898</u>
		Contact Phone Number

92 Tow Rd Mc 01174501
Mailing Address (Please Print or Type)

ATTACHMENT #3
BUILDING DEMOLITION SPECIFICATIONS & SPECIAL CONDITIONS

City of McAlester
Municipal Building, 28 East Washington, McAlester, Oklahoma 74501

PURPOSE:

The purpose of these specifications & special conditions is to establish minimum standards for the demolition and site clearance for certain properties included in this bid package. The bidder is to supply all equipment and labor to complete the removal and site clearance on listed properties. The bidder is to obtain and pay for all required permits and pay any and all required fees in connection with this contract. Salvageable materials shall become the property of the bidder; however storage of these items or materials on-site is not permitted.

GENERAL REQUIREMENTS

The City will meet with the Contractor prior to the start of any demolition and site clearance work to determine the scope of work. The Contractor shall not charge for meeting with City staff

This Project consists of the following:

- The bidder shall be required to contact all utility companies to disconnect any services that may be connected to the buildings/structures and outbuildings on the property.
- Demolition and removal of all buildings/structures on the property, along with all resulting debris.
- Removal of all site improvements on the property inclusive of but not limited to, slabs, foundations, out-buildings, etc.
- Removal of below-grade construction and utilities to a depth of 24 inches below grade
- Disconnecting, sealing/capping in place site utilities that cannot be removed. Specifically, the bidder shall plug and secure any sewer lines.
- Below Grade Areas – Completely fill below grade areas and voids resulting from building demolition and site clearance operations with satisfactory soil materials.
- Site Grading – Uniformly rough grade area of demolished construction and site clearance to a smooth surface free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades. Seed the demolished area with grass seed.
- The site shall be left in a mowable condition with all small trees and bushes removed.
- Clean adjacent structures of dust, dirt, debris caused by building demolition & site clearance activities. Return adjacent areas to conditions existing before demolition & site clearance operations began.
- All work shall be inspected by the City of McAlester Community & Economic Development Department.

TRASH, REFUSE AND/OR DEBRIS REMOVAL

526 W. Adams Ave. ¹	One Story Frame
528 W. Adams Ave. ¹	One Story Frame – Garage/Outbuilding only
532 W. Adams Ave. ¹	One Story Frame – Garage/Outbuilding only (Does not include the <i>primary</i> residence that is <i>occupied</i>)
¹ 526, 528, & 532 W. Adams Avenue properties includes Trash, Refuse and Debris Site Clean-up Services in addition to the Building Demolition and Site Clearance Services.	

1. Definition (11 O. S. § 22-111 (D) -Cleaning and Mowing of Property)

"Trash" means any refuse, litter, ashes, leaves, debris, paper, combustible materials, rubbish, offal, or waste, or matter of any kind or form which is uncared for, discarded, or abandoned.

"Cleaning" means the removal of trash from property

2. Description

The Contractor shall provide necessary trash, refuse and/or debris abatement services on properties designated by the City which have been determined to be nuisances properties in need of abatement as a result of the health hazards posed to the community. Such services shall be inclusive of, but not limited to, generalized clean up through pick-up of trash, litter, cans, bottles, and other garbage as well as the removal and legal disposal of all such items. Further, such work may include removal of old junk items, as designated by the City, including lumber, wood, wire, parts, tires, household debris, etc. and will be specified by the City to the Contractor.

LANDFILL REQUIREMENTS

Bidders are instructed to include any landfill costs in their bids.

GENERAL REGULATORY REQUIREMENTS

It is the bidder responsibility to comply with all applicable Federal, State and local laws, ordinances and regulations, and applicable industry standards.

PROTECTION

- Bidder shall take necessary steps to protect buildings and facilities on adjacent properties.
- Existing Utilities – Do not disrupt existing utilities serving adjacent structures unless authorized to do so by City.

SITE ACCESS AND TEMPORARY CONTROLS

Conduct building demolition and debris removal operations to ensure minimum interference with roads, streets, walkways and adjacent occupied facilities.

**INSTRUCTION TO BIDDERS
BUILDING DEMOLITION AND SITE CLEARANCE SERVICES**

**City of McAlester
Community & Economic Development Department
Municipal Building, 28 East Washington, McAlester, Oklahoma 74501**

Notice is hereby given that the City of McAlester, Oklahoma will accept sealed bids until **2:00 p.m. (local time), Friday, May 1, 2015** for Building Demolition and Site Clearance Services for the various residential and related structures on the properties listed below:

PROPERTY ADDRESS	TYPE OF STRUCTURE
1106 E. Chickasaw Ave.	One Story Frame
513 E. Seminole Ave.	Two Story Frame
16 W. Seminole Ave	One Story Frame
409 N B St.	Two Story Frame
625 S. Oak St.	One Story Frame
105 W. Springer Ave.	One Story Frame
29 E. Jefferson Ave.	One Story Frame
526 W. Adams Ave. ¹	One Story Frame
528 W. Adams Ave. ¹	One Story Frame – Garage/Outbuilding only
532 W. Adams Ave. ¹	One Story Frame – Garage/Outbuilding only (Does not include the <u>primary residence that is occupied</u>)
¹ 526, 528, & 532 W. Adams Avenue properties includes Trash, Refuse and Debris Site Clean-up Services in addition to the Building Demolition and Site Clearance Services .	

At **2:00 p.m. (local time), Friday, May 1, 2015**, the bids will be opened and read aloud at the Community & Economic Development Department Office, located at the Municipal Building, 28 East Washington, McAlester, Oklahoma 74501.

Please submit one (1) original and one (1) copy of your bid in a sealed envelope reflecting on the outside thereof the bidder's name and **"Sealed Bid for Building Demolition and Site Clearance Services"**. Bids may be hand delivered to the address provided above or mailed to the Community & Economic Development Department, City of McAlester, P.O. Box 578, McAlester, Oklahoma 74501.

Any bid received more than ninety-six (96) hours excluding Saturdays, Sundays and holidays before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered and shall be returned unopened to the bidder submitting same. The City of McAlester shall be the sole judge of the bid(s) and the resulting agreement that is in its' best interest and the City's decision shall be final. All bidding and award procedures undertaken by the City in regard to this project shall be consistent with the City's adopted procurement procedures. Bid prices shall remain in effect for 90 days after bid opening.

INFORMATION FOR BIDDERS:

1. The City may consider informal any bid not prepared and submitted in accordance with the provisions herein and may waive any informalities 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.
2. Each bid must be prepared and submitted on the prescribed forms (contained herein as Attachment #2- Bid Form). All blank spaces for bid prices must be completed in ink or typewritten, in both words and figures, and all required certifications, affidavits, and forms must be fully completed and executed when submitted.
3. Subcontracts: The bidder is specifically advised that any person, or other party to whom it is proposed to award a subcontract under this contract must: be acceptable to the owner; and submit all certifications that are also required of the Prime Contractor, as contained herein. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the required Certifications and has been approved by the City.

Building Demolition And Site Clearance Services Bid Package- See Attachment #1 Contract For Building Demolition And Site Clearance Services; Attachment #2 Bid Form and Attachment #3 Building Demolition Specifications and Special Conditions.

Qualifications of Bidder: The City may make such investigations as necessary to determine the ability of the bidder to perform the work. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. Conditional bids will not be accepted.

Time of Completion and Liquidated Damages: Bidder must agree to commence work on the date to be specified in a written "Notice to Proceed" and fully complete the project within ninety (90) consecutive calendar days thereafter or within a time frame that is agreed to by City and Contractor. Bidder must also agree to pay as liquidated damages, the sum of \$50 for each consecutive calendar day thereafter as hereinafter provided by this bid package and Contract until the project is completed.

Conditions of Work: Each bidder must inform himself/herself fully of the conditions relating to the each Demolition & Site Clearance project to be bid on and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

Addenda and Interpretations: No interpretation of the meaning of the plans, specification or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be **made in writing**, addressed to:

George Estrada
Building Inspector
City of McAlester
Community & Economic Development Department
Municipal Building, 28 East Washington, McAlester, Oklahoma 74501

**Instruction to Bidders
City of McAlester
Building Demolition and Site Clearance Services**

Page 3

OR george.estrada@cityofmcalester.com

To be given consideration, interpretation requests must be received at least **five (5)** days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addendum to the specifications which, if issued, will be faxed or mailed to all prospective bidders (at the respective addresses furnished for such purposes), not later than 72 hours prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under the bid as submitted. All addenda so issued shall become part of the contract documents.

Payment Method: Payment will be issued by City to Contractor upon completion of all work for each individual property address awarded to the Contractor as they are completed. No Progress payments shall be made on individual properties.

Bids must be submitted on the Bid Form (Attachment #2) contained herein along with the additional documents identified therein.

**NOTICE OF AWARD
BUILDING DEMOLITION AND SITE CLEARANCE SERVICES
CITY OF MCALESTER**

TO: _____

DATE: _____

BUILDING DEMOLITION & SITE CLEARANCE SERVICES:

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total Award		\$

The City of McAlester has considered the Bid Proposal submitted by you for the above described Building Demolition & Site Clearance Services in response to its' Advertisement for Bids dated April 19 & 26, 2015 and the Instructions to Bidders.

You are hereby notified that your bid has been accepted for items in the amount of
\$ _____.

You are required by the "Instructions to Bidders" to execute the Contract For Building Demolition And Site Clearance Services and furnish the required Certificates of Insurance within 7 calendar days from the date of this Notice of Award to you. If you fail to execute said Contract and to furnish required Certificates of Insurance within 7 calendar days from the date of this Notice of Award. If you fail to do so, the City will be entitled to consider all your rights arising out of the City's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Bond (if applicable). The Owner will be entitled to such other rights as may be granted by law.

Your are required to return one original and one copy acknowledging receipt of this Notice of Award.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

CITY MANAGER, Pete Stasiak

DATE

Acknowledgement of Receipt by Bidder:

CONTRACTOR

DATE

NOTICE TO PROCEED

TO: _____
(Official Name of Contractor)

(Address of Contractor)

FROM: City of McAlester _____

DATE: _____

SUBJ: _____
(Project Contract Number)

_____, herein called the Contractor, is authorized to begin work
(Name of Contractor)

on this _____ day of _____, 2015 on the Building Demolition & Site
Clearance Services listed below.

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS ¹
		\$
		\$
		\$
		\$
		\$
		\$
Total Award		\$

All work will be done as specified in the Contract for Building Demolition and Site Clearance Services and the attachments thereto. Work will proceed on this job within ____ days from the date of this notification as provided in Section _____ of said Contract, unless otherwise specified. Work on this job is scheduled for completion on _____
(Date)

Prior to beginning the Building Demolition and Site Clearance Services, all permits and licenses required by Local, State, and Federal law shall be obtained by the Contractor, unless otherwise specified. The method of assessing liquidated damages for noncompliance with the project of said Contract is contained in Section 10 of said Contract.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

CITY MANAGER, Pete Stasiak

**NOTICE OF AWARD
BUILDING DEMOLITION AND SITE CLEARANCE SERVICES
CITY OF MCALESTER**

TO: Timco Blasting & Coatings, Inc.
200 Main, Bristow, OK 74010

DATE: May 12, 2015

BUILDING DEMOLITION & SITE CLEARANCE SERVICES:

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS
29 E. Jefferson Ave.	One Story Frame	\$4,200
532 W. Adams Ave. ¹	One Story Frame – Garage/Outbuilding only <i>(Does not include the primary residence that is occupied)</i>	\$2,400
¹ 532 W. Adams Avenue property includes Trash, Refuse and Debris Site Clean-up Services in addition to the Building Demolition and Site Clearance Services.		
Total Award		\$6,600

The City of McAlester has considered the Bid Proposal submitted by you for the above described Building Demolition & Site Clearance Services in response to its' Advertisement for Bids dated April 19 & 26, 2015 and the Instructions to Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$6,600.

You are required by the "Instructions to Bidders" to execute the Contract For Building Demolition And Site Clearance Services and furnish the required Certificates of Insurance within 7 calendar days from the date of this Notice of Award to you. If you fail to execute said Contract and to furnish required Certificates of Insurance within 7 calendar days from the date of this Notice of Award. If you fail to do so, the City will be entitled to consider all your rights arising out of the City's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Bond (if applicable). The Owner will be entitled to such other rights as may be granted by law.

You are required to return one original and one copy acknowledging receipt of this Notice of Award.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

Steve Harrison, Mayor

DATE

Acknowledgement of Receipt by Bidder:

Timco Blasting & Coatings, Inc.

DATE

NOTICE TO PROCEED

TO: Timco Blasting & Coatings, Inc.
(Official Name of Contractor)

200 Main, Bristow, OK 74010
(Address of Contractor)

FROM: City of McAlester

DATE: May 12, 2015

SUBJ: Building Demolition and Site Clearance Services Contract # 2015-002
(Project Contract Number)

Timco Blasting & Coatings, Inc., herein called the Contractor, is authorized to begin work
(Name of Contractor)
on this 12th day of May, 2015 on the Building Demolition & Site Clearance Services listed below.

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS
29 E. Jefferson Ave.	One Story Frame	\$4,200
532 W. Adams Ave. ¹	One Story Frame – Garage/Outbuilding only (Does not include the primary residence that is occupied)	\$2,400
¹ 532 W. Adams Avenue property includes Trash, Refuse and Debris Site Clean-up Services in addition to the Building Demolition and Site Clearance Services.		
Total Award		\$6,600

All work will be done as specified in the Contract for Building Demolition and Site Clearance Services and the attachments thereto. Work will proceed on this job within 5 days from the date of this notification as provided in Section 10 of said Contract, unless otherwise specified. Work on this job is scheduled for completion on August 15, 2015 (90 days from May 17, 2015).

Prior to beginning the Building Demolition and Site Clearance Services, all permits and licenses required by Local, State, and Federal law shall be obtained by the Contractor, unless otherwise specified. The method of assessing liquidated damages for noncompliance with the project of said Contract is contained in Section 10 of said Contract.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

Steve Harrison, Mayor

ATTACHMENT # 1
CONTRACT FOR BUILDING DEMOLITION AND SITE CLEARANCE SERVICES

City of McAlester
Community & Economic Development Department
Municipal Building, 28 East Washington, McAlester, Oklahoma 74501

This Contract (#2015-002) made this 12th day of May, 2015 by and between the City of McAlester, hereinafter referred to as the "City" and Timco Blasting & Coatings, Inc., hereinafter referred to as the "Contractor".

WITNESSETH, that the City and the Contractor for the considerations stated herein mutually agree as follows:

SECTION 1 -Statement of Work

The Contractor shall furnish all supervision, equipment and labor to perform and complete all work required for the demolition and site clearance. Pursuant to the Building Demolition Specifications & Special Conditions (Attachment #3), Contractor will remove structure and resulting debris from the lot; will remove all slabs, foundations, fences, sidewalks, out-buildings and any other construction on the lot; will level lot and leave lot in a mowable condition with all small trees and bushes removed; will plug and secure sewer line at a depth of not less than 24 inches from the ground surface; will dispose of all construction and other debris only in a landfill approved by the DEQ. All real property shall be returned to its natural terrain at the following legally described property(s):

PROPERTY ADDRESS	LEGAL DESCRIPTION	BID PER ADDRESS
29 E. Jefferson Ave.	W50' Lot 7, Block 265 S. McAlester	\$4,200
532 W. Adams Ave. ¹	W 15' Lot 4 & E 50' or E/2 Lot 5 Blk 306 S. McAlester One Story Frame – Garage/Outbuilding only (<i>Does not include the primary residence that is occupied</i>)	\$2,400
¹ 532 W. Adams Avenue property includes Trash, Refuse and Debris Site Clean-up Services in addition to the Building Demolition and Site Clearance Services.		
Total Award		\$6,600

SECTION 2 -Contract Price

The city will pay the Contractor for the performance of said contract the sum of \$6,600. In addition, all salvageable materials shall become the property of the Contractor. This sum shall include all landfill dumping fees.

SECTION 3 -Contract Documents

The Contract Documents which comprise this Contract for Building Demolition and Site Clearance Services consists of the following documents attached hereto and incorporated herein by reference as if fully set out herein:

- Instructions to bidders (Bid Package)
- This Building Demolition & Site Clearance Services Contract (Attachment #1)
- Bid Form (Attachment #2)
- Building Demolition Specifications & Special Conditions (Attachment #3)

SECTION 4 -Insurance

The contractor agrees to provide a Public or Contractor's Liability Insurance Certificate in the amount specified below and to indemnify and hold the City harmless from any acts of negligence on the part of said Contractor.

The Contractor shall maintain in force, between the time that the Contractor commences the Building Demolition and Site Clearance Work provided for in this Contract and the time that such work is completed, comprehensive public liability insurance protecting the City for not less than \$100,000/\$300,000 in the event of bodily injury, including death, and \$100,000 in the event of property damage arising out of the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors or suppliers, and such insurance or other coverage as is required by Oklahoma law governing Workman's Compensation. Before commencing the Building Demolition and Site Clearance Work provided for in this Contract, the Contractor shall furnish the City with certificates showing that the required insurance is in force and shall be endorsed to provide that the policies will not expire or be cancelled or changed until ten (10) days after written notice of expiration, cancellation or change has been delivered to the City.

SECTION 5 -Worker's Compensation Insurance

It is understood and agreed to by the parties hereto that the Contractor is an independent contractor and not the employee of the City and the Contractor shall provide the City with a Certificate of Worker's Compensation Insurance Coverage as required by Oklahoma law governing Workman's Compensation; or

1. If the Contractor is a sole proprietor without any employees, the Contractor may execute and provide an "Affidavit of Exempt Status Under the Worker's Compensation Act- Form Edition 21014" in lieu of providing a Certificate of Worker's Compensation Insurance; or
2. If the Contractor has employees, but by definition they are not classified as employees pursuant to 85A O.S. § 2 (OSCN 2015) 18 b "the term employee shall not include" for Worker's Compensation Insurance purposes, the Contractor may provide documentation to show their employees fall under one of the exemptions provided by 85A O.S. § 2 (OSCN 2015) 18 b and execute and provide an "Affidavit of Exempt Status Under the Worker's Compensation Act- Form Edition 21014" for themselves in lieu of providing a Certificate of Worker's Compensation Insurance.

SECTION 6 - Accident Prevention

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for damages to person or property, either on or off the site, which occur as a result of his execution of the work under this Contract. The safety provisions of applicable laws and building and

construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonable and necessary.

SECTION 7- Care of Work

The Contractor shall keep the premises clean and orderly during the course of the Building Demolition and Site Clearance Work.

SECTION 8- Contract Changes

No modifications of this Contract shall be made after its execution by the Contractor and the City except by written instrument signed by the Contractor, accepted by the City.

SECTION 9- Inspection

The Contractor shall permit inspection by the City and other appropriate officials in order to confirm that work is conducted in accordance with the terms and conditions of this contract, and that work is satisfactorily completed.

SECTION 10-Completion and Liquidated Damages

The Contractor agrees to commence work on the date to be specified in a written "Notice to Proceed" and fully complete the project within the agreed upon consecutive calendar days thereafter. Contractor agrees to pay as liquidated damages, the sum of \$50 for each consecutive calendar day thereafter as provided by this bid package and Contract until the project is completed in full. The Bidder will be expected to complete Building Demolition and Site Clearance Services for all properties identified herein within 90 days from the date to commence work as specified in a written "Notice to Proceed", or within a time frame that is agreed to by City and Contractor.

SECTION 11 -Permits

Contractor shall be responsible for and obtain all permits required to perform the work described in this agreement. Contractor is responsible for requesting and verifying disconnection of services with all utility companies before work begins.

SECTION 12- Payment of Contract Price

Full payment will be issued by City to Contractor upon completion of all work for each individual property address awarded to the Contractor as they are completed. No Progress payments shall be made on individual properties.

SECTION 13- Hold Harmless Clause

The Contractor shall indemnify, and hold harmless the Owner and Owner's officials and employees from all liability and claims for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense suffered or alleged to have been suffered by any person as a result of, or arising from, the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors and suppliers.

SECTION 14- Assignment of Contract

The Contractor shall not assign this Contract without the prior written consent of the City.

IN WITNESS WHEREOF, the parties hereto have cause this Contract to be executed on the day and year first above written.

Contractor:

City of McAlester, Oklahoma
A Municipal Corporation:

Signature of Owner/Authorized Agent*

Timco Blasting & Coatings, Inc.

**Must have the authority to bind the contractor and to
answer questions with respect to the Contract.*

Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk



TIMCBLA-01

DCOLLINS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/4/2015

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
Laird & Walkingstick Insurance
1010 Manvel Avenue
Chandler, OK 74834

CONTACT NAME: Debbie Collins

PHONE (A/C No, Ext): (405) 258-4280

FAX (A/C No): (405) 240-5586

E-MAIL: debbiec@lw-ins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: National American Insurance Company

23663

INSURER B: RLI Surety

13056

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Timco Blasting & Coatings, Inc
200 N Main
Bristow, OK 74010

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab as <input checked="" type="checkbox"/> required by Contract GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MP10160235	06/20/2014	06/20/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		MP10160235	06/20/2014	06/20/2015	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		MB47020235	06/20/2014	06/20/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	CW26860235	04/01/2015	04/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Motor Truck Cargo		ILM0703252	06/20/2014	06/20/2015	Limit \$250,000/Ded 2,500
B	Equipment Floater		ILM0703252	06/20/2014	06/20/2015	\$100,000/Ded 1,000

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

CERTIFICATE HOLDER

City of Muskogee
PO Box 1927
Muskogee, OK 74402

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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**ATTACHMENT #2
BID FORM FOR BUILDING DEMOLITION & SITE CLEARANCE SERVICES**

**City of McAlester
Community & Economic Development Department
Municipal Building, 28 East Washington, McAlester, Oklahoma 74501**

The undersigned, having read the documents delineated below, do hereby propose to provide the Building Demolition and Site Clearance Services at the prices stated herein:

- Instructions to Bidders (Bid Package)
- Building Demolition and Site Clearance Services Contract (Attachment #1)
- Bid Form (Attachment #2)
- Building Demolition Specifications & Special Conditions (Attachment #3)
- The following Addenda (receipt of all which are hereby acknowledged): (if none, so state)

ADDENDA NUMBER(S): _____

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS ²
1106 E. Chickasaw Ave.	One Story Frame	\$ 4,560
513 E. Seminole Ave.	Two Story Frame	\$ 9,360
16 W. Seminole Ave	One Story Frame	\$ 7,440
409 N B St.	Two Story Frame	\$ 12,960
625 S. Oak St.	One Story Frame	\$ 12,240
105 W. Springer Ave.	One Story Frame	\$ 9,200
29 E. Jefferson Ave.	One Story Frame	\$ 4,200
526 W. Adams Ave. ¹	One Story Frame	\$ 5,400
528 W. Adams Ave. ¹	One Story Frame – Garage/Outbuilding only	\$ 1,800
532 W. Adams Ave. ¹	One Story Frame – Garage/Outbuilding only (Does not include the primary residence that is occupied)	\$ 2,400
TOTAL BID FOR ALL ADDRESSES¹		\$ 69,360
¹ 526, 528, & 532 W. Adams Avenue properties includes Trash, Refuse and Debris Site Clean-up Services in addition to the Building Demolition and Site Clearance Services.		
² The Bid Price Per address shall include all Landfill Dump Fees.		
³ Bidder must indicate a bid price for each individual address & not just a total lump sum for all addresses combined.		

In submitting these bids, the bidder understands that the right is reserved by the City of McAlester to accept or reject any and/or all bids or any portion thereof and to waive any informalities. Bid prices shall remain in effect for 90 days after the date that bids are opened. The City reserves the right to award one contract for all properties, individual contracts for each property or any combination thereof to the lowest and best bidder that provides the most favorable total cost to the City.

Employee Information:

- Is the Bidder/Contractor a sole proprietor without employees: YES NO (circle one)
- If the Bidder/Contractor has employees working for them, how many employees do you employ? 50

(BID FORM CONTINUED ON NEXT PAGE)

Attachment #2
City of McAlester
Bid Form for Building Demolition & Site Clearance Services

Page 2

Required Attachments:

- Table A- Proposed Subcontracts Breakdown
- Non-Collusion Affidavit
- Conflict of Interest Disclosure Form

Timco Blasting and Coating
Company or Bidder Name (Please Print or Type)

4-30-2015
Date
918-290-1480
Contact Phone Number

200 N. Main St. Bristow Ok 74010
Mailing Address (Please Print or Type)

[Signature]
Signature of Owner or Authorized Agent

TABLE A
PROPOSED SUBCONTRACTS BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3
Name of Sub-Contractor	Type of Contract (business or profession)	Total Approximate Dollar Amount

Company

Project Name

Project Location

Company Officer (Signature)

Date

NON-COLLUSION AFFIDAVIT

State of Oklahoma
County of Creek) SS:

_____, of lawful age, being first duly sworn, deposes and says that:

- (1) He is Daniel Parrick of Timco, 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 BID;
- (3) Such BID is genuine and is not a collusive or sham BID;
- (4) Neither the said BIDDER nor any of its officers, 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.



(Signed)

(Title)

Signed before me this 30th day of April, 2015.

Notary Public

My Commission expires: 05/08/2016

**CITY OF MCALESTER
CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any City of McAlester employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a city employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO

NAME(S)

POSITION(S)

Signature of Owner or Authorized Agent

Date

Company or Bidder Name (Please Print or Type)



4-30-15

Timco Blasting and Coating

918-290-1480

Contact Phone Number

200 N. Main Bristow Ok 74010

Mailing Address (Please Print or Type)

**ATTACHMENT #3
BUILDING DEMOLITION SPECIFICATIONS & SPECIAL CONDITIONS**

**City of McAlester
Municipal Building, 28 East Washington, McAlester, Oklahoma 74501**

PURPOSE:

The purpose of these specifications & special conditions is to establish minimum standards for the demolition and site clearance for certain properties included in this bid package. The bidder is to supply all equipment and labor to complete the removal and site clearance on listed properties. The bidder is to obtain and pay for all required permits and pay any and all required fees in connection with this contract. Salvageable materials shall become the property of the bidder; however storage of these items or materials on-site is not permitted.

GENERAL REQUIREMENTS

The City will meet with the Contractor prior to the start of any demolition and site clearance work to determine the scope of work. The Contractor shall not charge for meeting with City staff

This Project consists of the following:

- The bidder shall be required to contact all utility companies to disconnect any services that may be connected to the buildings/structures and outbuildings on the property.
- Demolition and removal of all buildings/structures on the property, along with all resulting debris.
- Removal of all site improvements on the property inclusive of but not limited to, slabs, foundations, out-buildings, etc.
- Removal of below-grade construction and utilities to a depth of 24 inches below grade
- Disconnecting, sealing/capping in place site utilities that cannot be removed. Specifically, the bidder shall plug and secure any sewer lines.
- Below Grade Areas – Completely fill below grade areas and voids resulting from building demolition and site clearance operations with satisfactory soil materials.
- Site Grading – Uniformly rough grade area of demolished construction and site clearance to a smooth surface free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades. Seed the demolished area with grass seed.
- The site shall be left in a mowable condition with all small trees and bushes removed.
- Clean adjacent structures of dust, dirt, debris caused by building demolition & site clearance activities. Return adjacent areas to conditions existing before demolition & site clearance operations began.
- All work shall be inspected by the City of McAlester Community & Economic Development Department.

TRASH, REFUSE AND/OR DEBRIS REMOVAL

526 W. Adams Ave. ¹	One Story Frame
528 W. Adams Ave. ¹	One Story Frame – Garage/Outbuilding only
532 W. Adams Ave. ¹	One Story Frame – Garage/Outbuilding only (Does not include the primary residence that is occupied)
¹ 526, 528, & 532 W. Adams Avenue properties includes Trash, Refuse and Debris Site Clean-up Services in addition to the Building Demolition and Site Clearance Services.	

1. Definition (11 O. S. § 22-111 (D) -Cleaning and Mowing of Property)

"Trash" means any refuse, litter, ashes, leaves, debris, paper, combustible materials, rubbish, offal, or waste, or matter of any kind or form which is uncared for, discarded, or abandoned.

"Cleaning" means the removal of trash from property

2. Description

The Contractor shall provide necessary trash, refuse and/or debris abatement services on properties designated by the City which have been determined to be nuisances properties in need of abatement as a result of the health hazards posed to the community. Such services shall be inclusive of, but not limited to, generalized clean up through pick-up of trash, litter, cans, bottles, and other garbage as well as the removal and legal disposal of all such items. Further, such work may include removal of old junk items, as designated by the City, including lumber, wood, wire, parts, tires, household debris, etc. and will be specified by the City to the Contractor.

LANDFILL REQUIREMENTS

Bidders are instructed to include any landfill costs in their bids.

GENERAL REGULATORY REQUIREMENTS

It is the bidder responsibility to comply with all applicable Federal, State and local laws, ordinances and regulations, and applicable industry standards.

PROTECTION

- Bidder shall take necessary steps to protect buildings and facilities on adjacent properties.
- Existing Utilities – Do not disrupt existing utilities serving adjacent structures unless authorized to do so by City.

SITE ACCESS AND TEMPORARY CONTROLS

Conduct building demolition and debris removal operations to ensure minimum interference with roads, streets, walkways and adjacent occupied facilities.

INSTRUCTION TO BIDDERS
BUILDING DEMOLITION AND SITE CLEARANCE SERVICES

City of McAlester
Community & Economic Development Department
Municipal Building, 28 East Washington, McAlester, Oklahoma 74501

Notice is hereby given that the City of McAlester, Oklahoma will accept sealed bids until **2:00 p.m. (local time), Friday, May 1, 2015** for Building Demolition and Site Clearance Services for the various residential and related structures on the properties listed below:

PROPERTY ADDRESS	TYPE OF STRUCTURE
1106 E. Chickasaw Ave.	One Story Frame
513 E. Seminole Ave.	Two Story Frame
16 W. Seminole Ave	One Story Frame
409 N B St.	Two Story Frame
625 S. Oak St.	One Story Frame
105 W. Springer Ave.	One Story Frame
29 E. Jefferson Ave.	One Story Frame
526 W. Adams Ave. ¹	One Story Frame
528 W. Adams Ave. ¹	One Story Frame – Garage/Outbuilding only
532 W. Adams Ave. ¹	One Story Frame – Garage/Outbuilding only (Does not include the primary residence that is occupied)
¹ 526, 528, & 532 W. Adams Avenue properties includes Trash, Refuse and Debris Site Clean-up Services in addition to the Building Demolition and Site Clearance Services.	

At **2:00 p.m. (local time), Friday, May 1, 2015**, the bids will be opened and read aloud at the Community & Economic Development Department Office, located at the Municipal Building, 28 East Washington, McAlester, Oklahoma 74501.

Please submit one (1) original and one (1) copy of your bid in a sealed envelope reflecting on the outside thereof the bidder's name and **"Sealed Bid for Building Demolition and Site Clearance Services"**. Bids may be hand delivered to the address provided above or mailed to the Community & Economic Development Department, City of McAlester, P.O. Box 578, McAlester, Oklahoma 74501.

Any bid received more than ninety-six (96) hours excluding Saturdays, Sundays and holidays before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered and shall be returned unopened to the bidder submitting same. The City of McAlester shall be the sole judge of the bid(s) and the resulting agreement that is in its' best interest and the City's decision shall be final. All bidding and award procedures undertaken by the City in regard to this project shall be consistent with the City's adopted procurement procedures. Bid prices shall remain in effect for 90 days after bid opening.

INFORMATION FOR BIDDERS:

1. The City may consider informal any bid not prepared and submitted in accordance with the provisions herein and may waive any informalities 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.
2. Each bid must be prepared and submitted on the prescribed forms (contained herein as Attachment #2- Bid Form). All blank spaces for bid prices must be completed in ink or typewritten, in both words and figures, and all required certifications, affidavits, and forms must be fully completed and executed when submitted.
3. Subcontracts: The bidder is specifically advised that any person, or other party to whom it is proposed to award a subcontract under this contract must: be acceptable to the owner; and submit all certifications that are also required of the Prime Contractor, as contained herein. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the required Certifications and has been approved by the City.

Building Demolition And Site Clearance Services Bid Package- See Attachment #1 Contract For Building Demolition And Site Clearance Services; Attachment #2 Bid Form and Attachment #3 Building Demolition Specifications and Special Conditions.

Qualifications of Bidder: The City may make such investigations as necessary to determine the ability of the bidder to perform the work. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. Conditional bids will not be accepted.

Time of Completion and Liquidated Damages: Bidder must agree to commence work on the date to be specified in a written "Notice to Proceed" and fully complete the project within ninety (90) consecutive calendar days thereafter or within a time frame that is agreed to by City and Contractor. Bidder must also agree to pay as liquidated damages, the sum of \$50 for each consecutive calendar day thereafter as hereinafter provided by this bid package and Contract until the project is completed.

Conditions of Work: Each bidder must inform himself/herself fully of the conditions relating to the each Demolition & Site Clearance project to be bid on and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

Addenda and Interpretations: No interpretation of the meaning of the plans, specification or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be **made in writing**, addressed to:

George Estrada
Building Inspector
City of McAlester
Community & Economic Development Department
Municipal Building, 28 East Washington, McAlester, Oklahoma 74501

OR george.estrada@cityofmcalester.com

To be given consideration, interpretation requests must be received at least **five (5)** days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addendum to the specifications which, if issued, will be faxed or mailed to all prospective bidders (at the respective addresses furnished for such purposes), not later than 72 hours prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under the bid as submitted. All addenda so issued shall become part of the contract documents.

Payment Method: Payment will be issued by City to Contractor upon completion of all work for each individual property address awarded to the Contractor as they are completed. No Progress payments shall be made on individual properties.

Bids must be submitted on the Bid Form (Attachment #2) contained herein along with the additional documents identified therein.

**NOTICE OF AWARD
BUILDING DEMOLITION AND SITE CLEARANCE SERVICES
CITY OF MCALESTER**

TO: _____

DATE: _____

BUILDING DEMOLITION & SITE CLEARANCE SERVICES:

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total Award		\$

The City of McAlester has considered the Bid Proposal submitted by you for the above described Building Demolition & Site Clearance Services in response to its' Advertisement for Bids dated April 19 & 26, 2015 and the Instructions to Bidders.

You are hereby notified that your bid has been accepted for items in the amount of
\$ _____.

You are required by the "Instructions to Bidders" to execute the Contract For Building Demolition And Site Clearance Services and furnish the required Certificates of Insurance within 7 calendar days from the date of this Notice of Award to you. If you fail to execute said Contract and to furnish required Certificates of Insurance within 7 calendar days from the date of this Notice of Award. If you fail to do so, the City will be entitled to consider all your rights arising out of the City's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Bond (if applicable). The Owner will be entitled to such other rights as may be granted by law.

Your are required to return one original and one copy acknowledging receipt of this Notice of Award.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

CITY MANAGER, Pete Stasiak

DATE

Acknowledgement of Receipt by Bidder:

CONTRACTOR

DATE

NOTICE TO PROCEED

TO: _____
(Official Name of Contractor)

(Address of Contractor)

FROM: City of McAlester _____

DATE: _____

SUBJ: _____
(Project Contract Number)

_____, herein called the Contractor, is authorized to begin work
(Name of Contractor)

on this _____ day of _____, 2015 on the Building Demolition & Site
Clearance Services listed below.

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS ¹
		\$
		\$
		\$
		\$
		\$
		\$
Total Award		\$

All work will be done as specified in the Contract for Building Demolition and Site Clearance Services and the attachments thereto. Work will proceed on this job within _____ days from the date of this notification as provided in Section _____ of said Contract, unless otherwise specified. Work on this job is scheduled for completion on _____,
(Date)

Prior to beginning the Building Demolition and Site Clearance Services, all permits and licenses required by Local, State, and Federal law shall be obtained by the Contractor, unless otherwise specified. The method of assessing liquidated damages for noncompliance with the project of said Contract is contained in Section 10 of said Contract.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

CITY MANAGER, Pete Stasiak

**NOTICE OF AWARD
BUILDING DEMOLITION AND SITE CLEARANCE SERVICES
CITY OF MCALESTER**

TO: American Demolition

DATE: May 12, 2015

5263 S. 65th W Avenue, Tulsa, OK 74107

BUILDING DEMOLITION & SITE CLEARANCE SERVICES:

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS ²
16 W. Seminole Ave	One Story Frame	\$6,065
526 W. Adams Ave. ¹	One Story Frame	\$5,198
528 W. Adams Ave. ¹	One Story Frame – Garage/Outbuilding only	\$1,364
TOTAL BID FOR ALL ADDRESSES ³		\$12,627
¹ 526 & 528 W. Adams Avenue properties includes Trash, Refuse and Debris Site Clean-up Services in addition to the Building Demolition and Site Clearance Services.		

The City of McAlester has considered the Bid Proposal submitted by you for the above described Building Demolition & Site Clearance Services in response to its' Advertisement for Bids dated April 19 & 26, 2015 and the Instructions to Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$12,627.

You are required by the "Instructions to Bidders" to execute the Contract For Building Demolition And Site Clearance Services and furnish the required Certificates of Insurance within 7 calendar days from the date of this Notice of Award to you. If you fail to execute said Contract and to furnish required Certificates of Insurance within 7 calendar days from the date of this Notice of Award. If you fail to do so, the City will be entitled to consider all your rights arising out of the City's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Bond (if applicable). The Owner will be entitled to such other rights as may be granted by law.

You are required to return one original and one copy acknowledging receipt of this Notice of Award.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

Steve Harrison, Mayor

DATE

Acknowledgement of Receipt by Bidder:

CONTRACTOR

DATE

NOTICE TO PROCEED

TO: American Demolition
(Official Name of Contractor)

5263 S. 65th W Avenue, Tulsa, OK 74107
(Address of Contractor)

FROM: City of McAlester

DATE: May 12, 2015

SUBJ: Building Demolition and Site Clearance Services Contract # 2015-003
(Project Contract Number)

American Demolition, herein called the Contractor, is authorized to begin work
(Name of Contractor)
on this 12th day of May, 2015 on the Building Demolition & Site Clearance Services listed below.

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS ¹
16 W. Seminole Ave	One Story Frame	\$6,065
526 W. Adams Ave. ¹	One Story Frame	\$5,198
528 W. Adams Ave. ¹	One Story Frame – Garage/Outbuilding only	\$1,364
TOTAL BID FOR ALL ADDRESSES ¹		\$12,627
¹ 526 & 528 W. Adams Avenue properties includes Trash, Refuse and Debris Site Clean-up Services in addition to the <i>Building Demolition and Site Clearance Services</i> .		

All work will be done as specified in the Contract for Building Demolition and Site Clearance Services and the attachments thereto. Work will proceed on this job within 5 days from the date of this notification as provided in Section 10 of said Contract, unless otherwise specified. Work on this job is scheduled for completion on August 15, 2015 (90 days from May 17, 2015).

Prior to beginning the Building Demolition and Site Clearance Services, all permits and licenses required by Local, State, and Federal law shall be obtained by the Contractor, unless otherwise specified. The method of assessing liquidated damages for noncompliance with the project of said Contract is contained in Section 10 of said Contract.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

Steve Harrison, Mayor

ATTACHMENT # 1
CONTRACT FOR BUILDING DEMOLITION AND SITE CLEARANCE SERVICES

City of McAlester
Community & Economic Development Department
Municipal Building, 28 East Washington, McAlester, Oklahoma 74501

This Contract (# 2015-003) made this 12th day of May, 2015 by and between the City of McAlester, hereinafter referred to as the "City" and, American Demolition, hereinafter referred to as the "Contractor".

WITNESSETH, that the City and the Contractor for the considerations stated herein mutually agree as follows:

SECTION 1 -Statement of Work

The Contractor shall furnish all supervision, equipment and labor to perform and complete all work required for the demolition and site clearance. Pursuant to the Building Demolition Specifications & Special Conditions (Attachment #3), Contractor will remove structure and resulting debris from the lot; will remove all slabs, foundations, fences, sidewalks, out-buildings and any other construction on the lot; will level lot and leave lot in a mowable condition with all small trees and bushes removed; will plug and secure sewer line at a depth of not less than 24 inches from the ground surface; will dispose of all construction and other debris only in a landfill approved by the DEQ. All real property shall be returned to its natural terrain at the following legally described property(s):

PROPERTY ADDRESS	LEGAL DESCRIPTION	BID PER ADDRESS ²
16 W. Seminole Ave	Lot 2, Block 534 S. McAlester	\$6,065
526 W. Adams Ave. ¹	W 55' Lot 3 & E 15' Lot 4 Blk 306 S. McAlester	\$5,198
528 W. Adams Ave. ¹	E 60' of W 75' Lot 4 Blk 306 S. McAlester	\$1,364
TOTAL BID FOR ALL ADDRESSES ³		\$12,627
¹ 526 & 528 W. Adams Avenue properties includes Trash, Refuse and Debris Site Clean-up Services in addition to the Building Demolition and Site Clearance Services.		

SECTION 2 -Contract Price

The city will pay the Contractor for the performance of said contract the sum of \$12,627. In addition, all salvageable materials shall become the property of the Contractor. This sum shall include all landfill dumping fees.

SECTION 3 -Contract Documents

The Contract Documents which comprise this Contract for Building Demolition and Site Clearance Services consists of the following documents attached hereto and incorporated herein by reference as if fully set out herein:

- Instructions to bidders (Bid Package)
- This Building Demolition & Site Clearance Services Contract (Attachment #1)
- Bid Form (Attachment #2)
- Building Demolition Specifications & Special Conditions (Attachment #3)

04/20/2015 Form

SECTION 4 -Insurance

The contractor agrees to provide a Public or Contractor's Liability Insurance Certificate in the amount specified below and to indemnify and hold the City harmless from any acts of negligence on the part of said Contractor.

The Contractor shall maintain in force, between the time that the Contractor commences the Building Demolition and Site Clearance Work provided for in this Contract and the time that such work is completed, comprehensive public liability insurance protecting the City for not less than \$100,000/\$300,000 in the event of bodily injury, including death, and \$100,000 in the event of property damage arising out of the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors or suppliers, and such insurance or other coverage as is required by Oklahoma law governing Workman's Compensation. Before commencing the Building Demolition and Site Clearance Work provided for in this Contract, the Contractor shall furnish the City with certificates showing that the required insurance is in force and shall be endorsed to provide that the policies will not expire or be cancelled or changed until ten (10) days after written notice of expiration, cancellation or change has been delivered to the City.

SECTION 5 -Worker's Compensation Insurance

It is understood and agreed to by the parties hereto that the Contractor is an independent contractor and not the employee of the City and the Contractor shall provide the City with a Certificate of Worker's Compensation Insurance Coverage as required by Oklahoma law governing Workman's Compensation; or

1. If the Contractor is a sole proprietor without any employees, the Contractor may execute and provide an "Affidavit of Exempt Status Under the Worker's Compensation Act- Form Edition 21014" in lieu of providing a Certificate of Worker's Compensation Insurance; or
2. If the Contractor has employees, but by definition they are not classified as employees pursuant to 85A O.S. § 2 (OSCN 2015) 18 b "the term employee shall not include" for Worker's Compensation Insurance purposes, the Contractor may provide documentation to show their employees fall under one of the exemptions provided by 85A O.S. § 2 (OSCN 2015) 18 b and execute and provide an "Affidavit of Exempt Status Under the Worker's Compensation Act- Form Edition 21014" for themselves in lieu of providing a Certificate of Worker's Compensation Insurance.

SECTION 6 - Accident Prevention

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for damages to person or property, either on or off the site, which occur as a result of his execution of the work under this Contract. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonable and necessary.

SECTION 7- Care of Work

The Contractor shall keep the premises clean and orderly during the course of the Building Demolition and Site Clearance Work.

SECTION 8- Contract Changes

No modifications of this Contract shall be made after its execution by the Contractor and the City except by written instrument signed by the Contractor, accepted by the City.

SECTION 9- Inspection

The Contractor shall permit inspection by the City and other appropriate officials in order to confirm that work is conducted in accordance with the terms and conditions of this contract, and that work is satisfactorily completed.

SECTION 10-Completion and Liquidated Damages

The Contractor agrees to commence work on the date to be specified in a written "Notice to Proceed" and fully complete the project within the agreed upon consecutive calendar days thereafter. Contractor agrees to pay as liquidated damages, the sum of \$50 for each consecutive calendar day thereafter as provided by this bid package and Contract until the project is completed in full. The Bidder will be expected to complete Building Demolition and Site Clearance Services for all properties identified herein within 90 days from the date to commence work as specified in a written "Notice to Proceed", or within a time frame that is agreed to by City and Contractor.

SECTION 11 -Permits

Contractor shall be responsible for and obtain all permits required to perform the work described in this agreement. Contractor is responsible for requesting and verifying disconnection of services with all utility companies before work begins.

SECTION 12- Payment of Contract Price

Full payment will be issued by City to Contractor upon completion of all work for each individual property address awarded to the Contractor as they are completed. No Progress payments shall be made on individual properties.

SECTION 13- Hold Harmless Clause

The Contractor shall indemnify, and hold harmless the Owner and Owner's officials and employees from all liability and claims for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense suffered or alleged to have been suffered by any person as a result of, or arising from, the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors and suppliers.

SECTION 14- Assignment of Contract

The Contractor shall not assign this Contract without the prior written consent of the City.

(SIGNATURES ON NEXT PAGE)

Attachment # 1
City of McAlester
Contract For Building Demolition And Site Clearance Services

Page 4

IN WITNESS WHEREOF, the parties hereto have cause this Contract to be executed on the day and year first above written.

Contractor:

City of McAlester, Oklahoma
A Municipal Corporation:

Signature of Owner/Authorized Agent*
American Demolition

**Must have the authority to bind the contractor and to
answer questions with respect to the Contract.*

Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

ATTACHMENT #2
BID FORM FOR BUILDING DEMOLITION & SITE CLEARANCE SERVICES

City of McAlester
 Community & Economic Development Department
 Municipal Building, 28 East Washington, McAlester, Oklahoma 74501

The undersigned, having read the documents delineated below, do hereby propose to provide the Building Demolition and Site Clearance Services at the prices stated herein:

- Instructions to Bidders (Bid Package)
- Building Demolition and Site Clearance Services Contract (Attachment #1)
- Bid Form (Attachment #2)
- Building Demolition Specifications & Special Conditions (Attachment #3)
- The following Addenda (receipt of all which are hereby acknowledged): (if none, so state)

ADDENDA NUMBER(S): _____

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS ²
1106 E. Chickasaw Ave.	One Story Frame	\$ 4268.00
513 E. Seminole Ave.	Two Story Frame	\$ 7410.00
16 W. Seminole Ave	One Story Frame	\$ 6065.00
409 N B St.	Two Story Frame	\$ 9249.00
625 S. Oak St.	One Story Frame	\$ 11,908.00
105 W. Springer Ave.	One Story Frame	\$ 13,335.00
29 E. Jefferson Ave.	One Story Frame	\$ 5255.00
526 W. Adams Ave. ¹	One Story Frame	\$ 5198.00
528 W. Adams Ave. ¹	One Story Frame – Garage/Outbuilding only	\$ 1364.00
532 W. Adams Ave. ¹	One Story Frame – Garage/Outbuilding only (Does not include the primary residence that is occupied)	\$ 4342.00
TOTAL BID FOR ALL ADDRESSES³		\$ 68,394.00
¹ 526, 528, & 532 W. Adams Avenue properties includes Trash, Refuse and Debris Site Clean-up Services in addition to the Building Demolition and Site Clearance Services.		
² The Bid Price Per address shall include all Landfill Dump Fees.		
³ Bidder must indicate a bid price for each individual address & not just a total lump sum for all addresses combined.		

In submitting these bids, the bidder understands that the right is reserved by the City of McAlester to accept or reject any and/or all bids or any portion thereof and to waive any informalities. Bid prices shall remain in effect for 90 days after the date that bids are opened. The City reserves the right to award one contract for all properties, individual contracts for each property or any combination thereof to the lowest and best bidder that provides the most favorable total cost to the City.

Employee Information:

1. Is the Bidder/Contractor a sole proprietor without employees: YES NO (circle one)
2. If the Bidder/Contractor has employees working for them, how many employees do you employ? 11

(BID FORM CONTINUED ON NEXT PAGE)

Attachment #2
City of McAlester
Bid Form for Building Demolition & Site Clearance Services

Page 2

Required Attachments:

- Table A- Proposed Subcontracts Breakdown
- Non-Collusion Affidavit
- Conflict of Interest Disclosure Form

American Demolition
Company or Bidder Name (Please Print or Type)

4-29-15
Date
(918) 241-1100
Contact Phone Number

5263 S. 65th W. Ave Tulsa, OK 74107
Mailing Address (Please Print or Type)

[Signature]
Signature of Owner or Authorized Agent

TABLE A
PROPOSED SUBCONTRACTS BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3
Name of Sub-Contractor	Type of Contract (business or profession)	Total Approximate Dollar Amount

American Demolition
Company

Project Name
[Signature]
Company Officer (Signature)

Project Location
4-29-15
Date

NON-COLLUSION AFFIDAVIT

State of Oklahoma)
) SS:
County of Tulsa)
Greg Burkett of lawful age, being first duly sworn, deposes and
says that:

- (1) He is owner of American Demolition, 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 BID;
- (3) Such BID is genuine and is not a collusive or sham BID;
- (4) Neither the said BIDDER nor any of its officers, 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.

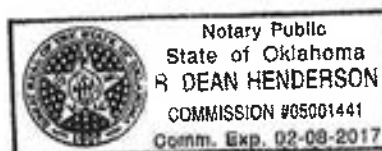
G. Burkett
(Signed)

Owner
(Title)

Signed before me this 29TH day of April, 2015.

R. Dean Henderson
Notary Public

My Commission expires: 2/8/17



**CITY OF MCALESTER
CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any City of McAlester employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a city employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____ NO _____

NAME(S)

POSITION(S)

Signature of Owner or Authorized Agent Date

Company or Bidder Name (Please Print or Type)

Contact Phone Number

Mailing Address (Please Print or Type)

**ATTACHMENT #3
BUILDING DEMOLITION SPECIFICATIONS & SPECIAL CONDITIONS**

**City of McAlester
Municipal Building, 28 East Washington, McAlester, Oklahoma 74501**

PURPOSE:

The purpose of these specifications & special conditions is to establish minimum standards for the demolition and site clearance for certain properties included in this bid package. The bidder is to supply all equipment and labor to complete the removal and site clearance on listed properties. The bidder is to obtain and pay for all required permits and pay any and all required fees in connection with this contract. Salvageable materials shall become the property of the bidder; however storage of these items or materials on-site is not permitted.

GENERAL REQUIREMENTS

The City will meet with the Contractor prior to the start of any demolition and site clearance work to determine the scope of work. The Contractor shall not charge for meeting with City staff

This Project consists of the following:

- The bidder shall be required to contact all utility companies to disconnect any services that may be connected to the buildings/structures and outbuildings on the property.
- Demolition and removal of all buildings/structures on the property, along with all resulting debris.
- Removal of all site improvements on the property inclusive of but not limited to, slabs, foundations, out-buildings, etc.
- Removal of below-grade construction and utilities to a depth of 24 inches below grade
- Disconnecting, sealing/capping in place site utilities that cannot be removed. Specifically, the bidder shall plug and secure any sewer lines.
- Below Grade Areas – Completely fill below grade areas and voids resulting from building demolition and site clearance operations with satisfactory soil materials.
- Site Grading – Uniformly rough grade area of demolished construction and site clearance to a smooth surface free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades. Seed the demolished area with grass seed.
- The site shall be left in a mowable condition with all small trees and bushes removed.
- Clean adjacent structures of dust, dirt, debris caused by building demolition & site clearance activities. Return adjacent areas to conditions existing before demolition & site clearance operations began.
- All work shall be inspected by the City of McAlester Community & Economic Development Department.

TRASH, REFUSE AND/OR DEBRIS REMOVAL

526 W. Adams Ave. ¹	One Story Frame
528 W. Adams Ave. ¹	One Story Frame – Garage/Outbuilding only
532 W. Adams Ave. ¹	One Story Frame – Garage/Outbuilding only <i>(Does not include the primary residence that is occupied)</i>
¹ 526, 528, & 532 W. Adams Avenue properties includes Trash, Refuse and Debris Site Clean-up Services in addition to the Building Demolition and Site Clearance Services.	

1. Definition (11 O. S. § 22-111 (D) -Cleaning and Mowing of Property)

"Trash" means any refuse, litter, ashes, leaves, debris, paper, combustible materials, rubbish, offal, or waste, or matter of any kind or form which is uncared for, discarded, or abandoned.

"Cleaning" means the removal of trash from property

2. Description

The Contractor shall provide necessary trash, refuse and/or debris abatement services on properties designated by the City which have been determined to be nuisances properties in need of abatement as a result of the health hazards posed to the community. Such services shall be inclusive of, but not limited to, generalized clean up through pick-up of trash, litter, cans, bottles, and other garbage as well as the removal and legal disposal of all such items. Further, such work may include removal of old junk items, as designated by the City, including lumber, wood, wire, parts, tires, household debris, etc. and will be specified by the City to the Contractor.

LANDFILL REQUIREMENTS

Bidders are instructed to include any landfill costs in their bids.

GENERAL REGULATORY REQUIREMENTS

It is the bidder responsibility to comply with all applicable Federal, State and local laws, ordinances and regulations, and applicable industry standards.

PROTECTION

- Bidder shall take necessary steps to protect buildings and facilities on adjacent properties.
- Existing Utilities – Do not disrupt existing utilities serving adjacent structures unless authorized to do so by City.

SITE ACCESS AND TEMPORARY CONTROLS

Conduct building demolition and debris removal operations to ensure minimum interference with roads, streets, walkways and adjacent occupied facilities.

INSTRUCTION TO BIDDERS
BUILDING DEMOLITION AND SITE CLEARANCE SERVICES

City of McAlester
Community & Economic Development Department
Municipal Building, 28 East Washington, McAlester, Oklahoma 74501

Notice is hereby given that the City of McAlester, Oklahoma will accept sealed bids until **2:00 p.m. (local time), Friday, May 1, 2015** for Building Demolition and Site Clearance Services for the various residential and related structures on the properties listed below:

PROPERTY ADDRESS	TYPE OF STRUCTURE
1106 E. Chickasaw Ave.	One Story Frame
513 E. Seminole Ave.	Two Story Frame
16 W. Seminole Ave	One Story Frame
409 N B St.	Two Story Frame
625 S. Oak St.	One Story Frame
105 W. Springer Ave.	One Story Frame
29 E. Jefferson Ave.	One Story Frame
526 W. Adams Ave. ¹	One Story Frame
528 W. Adams Ave. ¹	One Story Frame – Garage/Outbuilding only
532 W. Adams Ave. ¹	One Story Frame – Garage/Outbuilding only (Does not include the <i>primary</i> residence that is <i>occupied</i>)
¹ 526, 528, & 532 W. Adams Avenue properties includes Trash, Refuse and Debris Site Clean-up Services in addition to the Building Demolition and Site Clearance Services.	

At **2:00 p.m. (local time), Friday, May 1, 2015**, the bids will be opened and read aloud at the Community & Economic Development Department Office, located at the Municipal Building, 28 East Washington, McAlester, Oklahoma 74501.

Please submit one (1) original and one (1) copy of your bid in a sealed envelope reflecting on the outside thereof the bidder's name and **"Sealed Bid for Building Demolition and Site Clearance Services"**. Bids may be hand delivered to the address provided above or mailed to the Community & Economic Development Department, City of McAlester, P.O. Box 578, McAlester, Oklahoma 74501.

Any bid received more than ninety-six (96) hours excluding Saturdays, Sundays and holidays before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered and shall be returned unopened to the bidder submitting same. The City of McAlester shall be the sole judge of the bid(s) and the resulting agreement that is in its' best interest and the City's decision shall be final. All bidding and award procedures undertaken by the City in regard to this project shall be consistent with the City's adopted procurement procedures. Bid prices shall remain in effect for 90 days after bid opening.

INFORMATION FOR BIDDERS:

1. The City may consider informal any bid not prepared and submitted in accordance with the provisions herein and may waive any informalities 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.
2. Each bid must be prepared and submitted on the prescribed forms (contained herein as Attachment #2- Bid Form). All blank spaces for bid prices must be completed in ink or typewritten, in both words and figures, and all required certifications, affidavits, and forms must be fully completed and executed when submitted.
3. Subcontracts: The bidder is specifically advised that any person, or other party to whom it is proposed to award a subcontract under this contract must: be acceptable to the owner; and submit all certifications that are also required of the Prime Contractor, as contained herein. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the required Certifications and has been approved by the City.

Building Demolition And Site Clearance Services Bid Package- See Attachment #1 Contract For Building Demolition And Site Clearance Services; Attachment #2 Bid Form and Attachment #3 Building Demolition Specifications and Special Conditions.

Qualifications of Bidder: The City may make such investigations as necessary to determine the ability of the bidder to perform the work. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. Conditional bids will not be accepted.

Time of Completion and Liquidated Damages: Bidder must agree to commence work on the date to be specified in a written "Notice to Proceed" and fully complete the project within ninety (90) consecutive calendar days thereafter or within a time frame that is agreed to by City and Contractor. Bidder must also agree to pay as liquidated damages, the sum of \$50 for each consecutive calendar day thereafter as hereinafter provided by this bid package and Contract until the project is completed.

Conditions of Work: Each bidder must inform himself/herself fully of the conditions relating to the each Demolition & Site Clearance project to be bid on and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

Addenda and Interpretations: No interpretation of the meaning of the plans, specification or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be **made in writing**, addressed to:

George Estrada
Building Inspector
City of McAlester
Community & Economic Development Department
Municipal Building, 28 East Washington, McAlester, Oklahoma 74501

**Instruction to Bidders
City of McAlester
Building Demolition and Site Clearance Services**

Page 3

OR george.estrada@cityofmcalester.com

To be given consideration, interpretation requests must be received at least **five (5)** days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addendum to the specifications which, if issued, will be faxed or mailed to all prospective bidders (at the respective addresses furnished for such purposes), not later than 72 hours prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under the bid as submitted. All addenda so issued shall become part of the contract documents.

Payment Method: Payment will be issued by City to Contractor upon completion of all work for each individual property address awarded to the Contractor as they are completed. No Progress payments shall be made on individual properties.

Bids must be submitted on the Bid Form (Attachment #2) contained herein along with the additional documents identified therein.

**NOTICE OF AWARD
BUILDING DEMOLITION AND SITE CLEARANCE SERVICES
CITY OF MCALESTER**

TO: _____

DATE: _____

BUILDING DEMOLITION & SITE CLEARANCE SERVICES:

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total Award		\$

The City of McAlester has considered the Bid Proposal submitted by you for the above described Building Demolition & Site Clearance Services in response to its' Advertisement for Bids dated April 19 & 26, 2015 and the Instructions to Bidders.

You are hereby notified that your bid has been accepted for items in the amount of
\$ _____.

You are required by the "Instructions to Bidders" to execute the Contract For Building Demolition And Site Clearance Services and furnish the required Certificates of Insurance within 7 calendar days from the date of this Notice of Award to you. If you fail to execute said Contract and to furnish required Certificates of Insurance within 7 calendar days from the date of this Notice of Award. If you fail to do so, the City will be entitled to consider all your rights arising out of the City's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Bond (if applicable). The Owner will be entitled to such other rights as may be granted by law.

Your are required to return one original and one copy acknowledging receipt of this Notice of Award.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

CITY MANAGER, Pete Stasiak

DATE

Acknowledgement of Receipt by Bidder:

CONTRACTOR

DATE

NOTICE TO PROCEED

TO: _____
(Official Name of Contractor)

(Address of Contractor)

FROM: City of McAlester _____

DATE: _____

SUBJ: _____
(Project Contract Number)

_____, herein called the Contractor, is authorized to begin work
(Name of Contractor)
on this _____ day of _____, 2015 on the Building Demolition & Site
Clearance Services listed below.

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS ¹
		\$
		\$
		\$
		\$
		\$
		\$
Total Award		\$

All work will be done as specified in the Contract for Building Demolition and Site Clearance Services and the attachments thereto. Work will proceed on this job within _____ days from the date of this notification as provided in Section _____ of said Contract, unless otherwise specified. Work on this job is scheduled for completion on _____,
(Date)

Prior to beginning the Building Demolition and Site Clearance Services, all permits and licenses required by Local, State, and Federal law shall be obtained by the Contractor, unless otherwise specified. The method of assessing liquidated damages for noncompliance with the project of said Contract is contained in Section 10 of said Contract.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

CITY MANAGER, Pete Stasiak

Council Chambers
Municipal Building
April 28, 2015

The McAlester Airport Authority met in Regular session on Tuesday, April 28, 2015 at 6:00 P.M. after proper notice and agenda was posted April 27, 2015.

Present: Robert Karr, Travis Read, Weldon Smith, Buddy Garvin, John Titsworth & Steve Harrison
Absent: Jason Barnett
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 April 14, 2015, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item C, regarding claims ending April 21, 2015. (*Toni Ervin, Chief Financial Officer*) in the amount of \$330.18 and Airport Grant of \$22,292.02.

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

AYE: Trustees Karr, Smith, Read, Garvin, Titsworth & 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. There was no discussion and the vote was taken as follows:

AYE: Trustees Karr, Read, Smith, Garvin, Titsworth & Chairman Harrison
NAY: None

Chairman Steve Harrison declared the motion carried.

Steve Harrison, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
April 28, 2015

The McAlester Public Works Authority met in Regular session on Tuesday, April 28, 2015 at 6:00 P.M. after proper notice and agenda was posted April 27, 2015.

Present: Robert Karr, Travis Read, Weldon Smith, Buddy Garvin, John Titsworth & Steve Harrison
Absent: Jason Barnett
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 April 14, 2015, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item C, regarding claims ending April 21, 2015. (*Toni Ervin, Chief Financial Officer*) in the amount of \$ 164,997.29.
- Confirm action taken on City Council Agenda Item E, authorization of payment to Poe & Associates, Inc. Invoice #0-102096-9578, in the amount of \$10,012.56 for Engineering Design Services related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)
- Confirm action taken on City Council Agenda Item F, receipt of permit No. WL000061150279 from the Oklahoma Department of Environment Quality (ODEQ) for the construction of 2,100 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the City of McAlester's 2014 CDBG project, which includes portions of Walker Avenue and Pine Street. (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)
- Confirm action taken on City Council Agenda Item 4, a Memorandum of Understanding between the McAlester Public Works Authority and the Board of Education of Independent School District No. 80, Pittsburg County, Oklahoma that authorizes the release of funds derived from City Ordinance 2159, for the acquisition, construction or equipment of educational facilities. (*Peter Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 5, 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#1). (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)

- Confirm action taken on City Council Agenda Item 6, authorizing the Mayor to sign a Professional Services Agreement with EST, Inc., for Construction Management Services related to CIP#4 which includes a segment of South Avenue from a point, two hundred feet west of Strong Boulevard, to a point one hundred eighty feet east of Franklin Street. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 7, the determination of a project for Community Development Block Grant (CDBG) funding. This funding is available through the (CDBG) 2015 State Small Cities Program. *(Peter Stasiak, City Manager)*
- Confirm action taken in City Council New Business, approving the Resolution adopting the Capital Improvement Program for 2015/2016-2019/2020.

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

AYE: Trustees Karr, Smith, Read, Garvin, Titsworth & 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, and the motion was seconded by Mr. Read. There was no discussion and the vote was taken as follows:

AYE: Trustees Karr, Smith, Read, Garvin, Titsworth & Chairman Harrison.

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary