



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, September 22, 2015 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

Steve Harrison	Mayor
Weldon Smith	Ward One
John Titsworth	Ward Two
Travis Read, Vice Mayor.....	Ward Three
Robert Karr	Ward Four
Buddy Garvin	Ward Five
Jason Barnett	Ward Six
Peter J. Stasiak	City Manager
William J. Ervin	City Attorney
Cora M. Middleton	City Clerk

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

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Approval of the revised Minutes from the August 25, 2015, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the August 27, 2015, Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of the Minutes from the August 31, 2015, Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- D. Approval of Claims for September 1, 2015 through September 15, 2015. *(Toni Ervin, Chief Financial Officer)*
- E. Consider and act upon, approval of an agreement between the City of McAlester and SimplexGrinnell for Fire Alarm Sprinkler Testing Service at the SE Expo Center. *(Mel Priddy, Community Services Director)*
- F. Consider and act upon, authorizing the Mayor to sign a Contract Agreement with Sooner Recon Roofing, LLC, in the amount of \$18,950.00 for a new TPO roof system for the Genealogy Building. *(Peter Stasiak, City Manager)*
- G. Consider and act upon, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #4", in the amount of \$356,070.28, for the construction of road and infrastructure improvements related to CIP#4 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, authorization of payment to Weddle Signs, Invoice 67540, in the amount of \$2,260.00, for removal of one message center and I.D. sign in front of Puterbaugh School and removal of one I.D. sign in front of Will Rodgers School, related to CIP#4 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)*
- I. Consider and act upon, to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 200982-LR. *(Cora Middleton, City Clerk)*

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.

SCHEDULED BUSINESS

1. Discussion and possible action, on acceptance and authorization for the Mayor to sign an agreement between the City of McAlester and Dr. Jason McElyea, as Medical Director for the McAlester Fire/EMS Department. *(Brett Brewer, Fire Chief)*

Executive Summary

Motion to approve the agreement.

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

Executive Summary

Discussion

3. Consider and act upon, Change Order No. 4 to the contract with Carstensen Contracting, Inc. for the construction of CIP#2 Improvements and authorize the Mayor to sign Change Order No. 4. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

Executive Summary

Motion to approve Change Order No. 4 to the contract with Carstensen Contracting, Inc. and authorizing the Mayor to sign Change Order No. 4. The Change Order will add 125 days to the project.

4. Consider and act upon, Change Order No. 1 to the contract with Carstensen Contracting, Inc. for the construction of CIP#4 Amendment Improvements and authorize the Mayor to sign Change Order No. 1. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

Executive Summary

Motion to approve Change Order No. 1 to the contract with Carstensen Contracting, Inc for the construction of CIP#4 Amendment Improvements and authorizing the Mayor to sign Change Order No. 1 which increases the Contract Price from \$1,083,261.40 to \$1,098,691.60.

5. Consider and act upon, accepting the bid amount of \$278,261.39 from Katcon, Inc. for the construction of drainage improvements on Illinois Avenue, from Ninth Street to Tenth Street, and authorizing the Mayor to sign the Notice of Award to Katcon, Inc., and the Agreement to complete the drainage improvements. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

Executive Summary

Motion to approve accepting the bid amount of \$278,261.39 from Katcon, Inc. for the construction of drainage improvements on Illinois Avenue, from Ninth Street to Tenth Street, and authorizing the Mayor to sign the Notice of Award of Katcon, Inc. and the Agreement to complete the drainage improvements.

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 September 8, 2015, Regular Meeting of the McAlester Airport Authority. (Cora Middleton, City Clerk)
- Confirm action taken on City Council Agenda Item D, regarding claims ending September 15, 2015. (Toni Ervin, Chief Financial Officer)
- Confirm action taken on City Council Agenda Item 2, the discussion and update of the Financials. (Toni Ervin, Chief Financial Officer)

ADJOURN MAA**CONVENE AS McALESTER PUBLIC WORKS AUTHORITY**

Majority of a Quorum required for approval

- Approval of the Minutes from the August 18, 2015, Special Meeting of the McAlester Public Works Authority. (Cora Middleton, City Clerk)
- Approval of the Minutes from the August 31, 2015, Special Meeting of the McAlester Public Works Authority. (Cora Middleton, City Clerk)

- Approval of the Minutes from the September 8, 2015, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item D, regarding claims ending September 15, 2015. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item G, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #4", in the amount of \$356,070.28, for the construction of road and infrastructure improvements related to CIP#4 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 H, authorization of payment to Weddle Signs, Invoice 67540, in the amount of \$2,260.00, for removal of one message center and I.D. sign in front of Puterbaugh School and removal of one I.D. sign in front of Will Rodgers School, related to CIP#4 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 I, to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 200982-LR. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 2, the discussion and update of the Financials. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 3, Change Order No. 4 to the contract with Carstensen Contracting, Inc. for the construction of CIP#2 Improvements and authorize the Mayor to sign Change Order No. 4. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 4, Change Order No. 1 to the contract with Carstensen Contracting, Inc. for the construction of CIP#4 Amendment Improvements and authorize the Mayor to sign Change Order No. 1. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 5, accepting the bid amount of \$278,261.39 from Katcon, Inc. for the construction of drainage improvements on Illinois Avenue, from Ninth Street to Tenth Street, and authorizing the Mayor to sign the Notice of Award to Katcon, Inc., and the Agreement to complete the drainage improvements. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

ADJOURN MPWA

CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the August 25, 2015 Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of September, 2015. *(Toni Ervin, CFO)*

ADJOURN MRTA

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, August 25, 2015, at 6:00 P.M. after proper notice and agenda was posted, August 24, 2015 at 2:57 P.M.

Call to Order

Mayor Harrison called the meeting to order.

Captain Robert Daniels, Salvation Army gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

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

Absent: None

Presiding: Steve Harrison, Mayor

Staff Present: Peter J. Stasiak, City Manager; John Modzelewski, City Engineer/Public Works Director; Gary Wansick, Police Chief; Toni Ervin, CFO; Ralph Jernigen, Assistant Fire Chief; Jerry Lynn Wilson, Expo Center Manager; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Ceremony & Awards

Mayor Harrison presented Toni Ervin, CFO, and the Finance Department of the City of McAlester with an "Achievement of Excellence in Financial Reporting" Award from the Government Finance Officers Association. He commended Ms. Ervin and the Finance Department for taking the extra steps to achieve this award.

Citizens Comments on Non-Agenda Items

There were no Citizen comments.

Consent Agenda

- A. Approval of the Minutes from the August 11, 2015, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for August 6, 2015 through August 18, 2015. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$115,091.63; Parking

Authority - \$129.45 Nutrition - \$1,785.69; Landfill Res/Sub-Title D - \$1,087.95; Tourism Fund - \$2,680.32; SE Expo Center - \$9,024.74; E-911 - \$5,743.62; Economic Development - \$23,947.82; Fleet Maintenance - \$17,956.62; CIP Fund - \$20,969.40 and Technology Fund – 4182.99.

- C. Ratify and approve an agreement between the City of McAlester and the American Red Cross for use of the JI Stipe Recreation Center as an Emergency Shelter. *(Cora Middleton, City Clerk)*
- D. Ratify and approve an agreement between the City of McAlester and the Oklahoma Tourism and Recreation Commission to help distribute promotional brochures for the City of McAlester. *(Cora Middleton, City Clerk)*
- E. Ratify and approve an agreement between the City of McAlester and American Municipal Services (AMS) for the collection of delinquent fines. *(Cora Middleton, City Clerk)*
- F. Consider and act upon, adoption of a corrected schedule for the Fire Fighter's Pay Scale. This is a correction to a scrivener's error and has no effect on the original resolution. The previous schedule, presented at the June 23rd Council Meeting, and the corrected one are attached. There will be no past or current effect to any employee's pay. *(Toni Ervin, Chief Financial Officer)*
- G. Consider and act upon, authorizing the Mayor to sign Customer Service Agreement with Unifirst for the purchase and rental of uniforms to be provided to the Non-Uniform employees of the City of McAlester. This is a new vendor. It is funded by the Clothing Allowance line item in each department. *(Toni Ervin, Chief Financial Officer)*
- H. Consider and act upon, authorization of payment to T. McDonald Construction, Inc. "Contractor's Application for Payment #9", in the amount of \$80,937.56, 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., CFM, City Engineer and Public Works Director)*
- I. Consider and act upon, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #3", in the amount of \$796,332.60, for the construction of road and infrastructure improvements related to CIP#4 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)*
- J. Consider and act upon, authorization of payment to Poe & Associates, Inc., Invoice # WIC 9608, in the amount of \$878.73, for engineering services related to CIP#4 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)*

Councilman Smith requested that item "E" be removed for individual consideration.

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

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

NAY: None

Mayor Harrison declared the motion carried.

Items removed from Consent Agenda

- E. Ratify and approve an agreement between the City of McAlester and American Municipal Services (AMS) for the collection of delinquent fines. *(Cora Middleton, City Clerk)*

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to Ratify and approve an agreement between the City of McAlester and American Municipal Services (AMS) for the collection of delinquent fines.

Before the vote, Councilman Smith commented that he wanted clarification on the fee.

Following a brief discussion concerning the original agreement, the two (2) addendums to the agreement, how State statutes had changed, and how well the service was being performed, it was decided to pull the item until the next Council meeting.

Manager Stasiak informed the Council that staff would look at a new agreement and information on how well the collections had been. He added this would be presented to the Council.

No action was take on this item.

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

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

NAY: None

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

Public Hearing

- **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.

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

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

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

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

Scheduled Business

1. Presentation of Financial Reporting under GASB Statements (Actuarial Report) for the City of McAlester Defined Benefit Retirement Plan and Trust as of June 30, 2015. (*Bruce R. Nordstrom, FSA, EA, MAAA, Senior Consulting Actuary, MHBT Inc.*)

Executive Summary

Motion to accept and place on file the Actuarial Report for period ending June 30, 2015.

Bruce Nordstrom, Senior Consulting Actuary, MHBT, Inc. addressed the Council reviewing the Actuarial Report for the City of McAlester Defined Benefit Retirement Plan and Trust as of June 30, 2015. He commented on the continued level funding of the Plan by the City and how it would lead to the Plan eventually being fully funded. He stated that the City had gained more control of the Plan.

Mayor Harrison inquired about the difference in the Market and Actuarial value of the Plan's assets and he commented that the Plan seemed to be doing better than in the past.

There was no action taken on this item.

2. Accept and place on file, the FY 2015 Annual Report for the McAlester Public Works Authority's "Water System Operation and Maintenance Agreement" with Severn Trent Environmental Services., Inc. (*John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director*)

Executive Summary

Accept the FY 2015 Annual Report for the McAlester Public Works Authority's "Water System Operation and Maintenance Agreement" with Severn Trent Environmental Services., Inc. for the months July 2014 through June 2015.

Director Modzelewski addressed the Council explaining that as it was the end of the fiscal year Severn Trent was going to present the Annual Report instead of a Quarterly Report. He then briefly highlighted some of the improvements that had been made at the Water Treatment Plant. Director Modzelewski introduced Jake Walton, Severn Trent Project Manager for the City of McAlester Water Treatment Plant.

Mr. Walton addressed the Council commenting that the first year of operations at the McAlester Water Treatment Plant had come to an end and during the year there had been many changes and improvements. He informed the Council that Severn Trent had ended the year within the Chemical Cap with a total savings of \$74,094.63. But there had also been many needed repairs and capital improvements identified. He commented that many of the improvements and regular maintenance throughout the facility had been deferred over the years. He then reviewed some of the improvements that had been accomplished over the past year. He then introduced Stephanie Cerling, PE, Engineering Manager, Technical Solutions Group.

Ms. Cerling addressed the Council reviewing many of the ‘Critical’ Capital improvement Projects and concerns that were needed at the Water Treatment Plant.

There was discussion among the Council, Manager Stasiak, Mr. Walton and Ms. Cerling concerning prioritizing the needs, establishing how the City could fund these needs, continuing maintenance on old or outdated machinery, the condition of the pumps that send water to the City from the Plant, how the residual solids could be used and if the City used fluoride in its’ treatment process.

At the end of the discussion, a motion was made by Councilman Smith and seconded by Vice-Mayor Read to accept Severn Trent’s Annual Report. There was no further discussion, and the vote was taken as follows:

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

NAY: Councilman Garvin

Mayor Harrison declared the motion carried.

3. 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. 2543

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 Karr and seconded by Councilman Smith to approve **ORDINANCE NO. 2543**, amending Fiscal Year 2014-2015 Budget.

Before the vote, CFO Ervin addressed the Council reviewing the exhibits and explaining that this amendment would appropriate funds Donations, additional Retirees Funds and additional Contracted Refuse Service. There was no discussion, and the vote was taken as follows:

AYE: Councilman Karr, Smith, Barnett, Titsworth, Read, Garvin & 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 Garvin and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

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

Executive Summary

Motion to approve the budget amendment ordinance.

ORDINANCE NO. 2544

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

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve **ORDINANCE NO. 2544**, amending Fiscal Year 2015-2016 Budget.

Before the vote, CFO Ervin addressed the Council reviewing the exhibits for the amendment. She explained that this amendment would move all open projects from Fiscal Year 2014-2015 Budget into the current fiscal year. There was no other discussion, and the vote was taken as follows:

AYE: Councilman Smith, Read, Garvin, Karr, Barnett, Titsworth & 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 Garvin and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

5. Consider and act upon, awarding the bid in the amount of \$74,800.00 to McCabe Crane & Sign, LLC, for a new digital marquee sign for the Southeast Expo. *(Jerry Lynn Wilson, Expo Center Manager)*

Executive Summary

Motion to approve the award bid to McCabe Crane & Sign, LLC.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to award the bid in the amount of \$74,800.00 to McCabe Crane & Sign, LLC, for a new digital marquee sign for the Southeast Expo.

Before the vote, Expo Center Manager Jerry Lynn Wilson addressed the Council explaining that three (3) bids had been received and opened on July 11th for the digital marquee sign at the Expo Center. After review of all bids it was staff's recommendation to award the bid to McCabe Crane & Sign, LLC.

After discussion among the Council including Ms. Wilson, Manager Stasiak and Attorney Ervin regarding the amount of the bid, how the low bidder could perform quality work at that price, the references for this company, where the contract was for this project and bringing it back at the next meeting with a contract for the project, this item was pulled with no action taken.

6. Discussion and possible action, on approval of certain costs related to the Fire Department. Funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services. *(Brett Brewer, Fire Chief)*

Executive Summary

Motion to approve the purchase of new Nomex Firefighting Hoods. The cost of the hoods not to exceed \$1,500.00. Purchase to be made with funds from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve the purchase of new Nomex Firefighting Hoods. The cost of the hoods not to exceed \$1,500.00. Purchase to be made with funds from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Before the vote, Assistant Fire Chief Jernigen addressed the Council explaining that the Fire Department would like to purchase an extra Nomex hood for each of the firefighters and the purchase would be funded through the use of the City's portion of the County quarter cent excise tax for fire services.

After a brief discussion regarding the cost of the hoods, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

7. Consider and act upon, awarding a bid in the amount of \$25,493.86 to John Vance Auto Group pursuant to Section 2-275 of the McAlester City Code, for 1 new and unused ½ Ton Truck. (*Gary Wansick, Chief of Police/Sheila Norman, Purchasing Fixed Assets*)

Executive Summary

Motion to approve award of bid to John Vance Auto Group.

Council Karr moved to award a bid in the amount of \$25,493.86 to John Vance Auto Group pursuant to Section 2-275 of the McAlester City Code, for 1 new and unused ½ Ton Truck. The motion was seconded by Councilman Garvin.

Before the vote, Police Chief Wansick addressed the Council explaining that the City's Purchasing Department had requested State Contract Bids for a new, in-stock ½ ton four wheel drive, four door pickup for the Police Department. He added that information had been received from two (2) vendors with John Vance Auto Group being the low bid. He then explained that the available vehicle had additional equipment from what was on the requested specs and the cost had increased to \$25,930.11, but it was still the lowest bid.

Mayor Harrison inquired about the increase being within the budget. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

8. Consider and act upon, authorizing the Mayor to sign a Professional Services Agreement with Infrastructure Solutions Group, LLC, dba Mehlburger Brawley, for the design of road improvements for a segment of Washington Avenue from Fifth Street to Eighth Street. (*John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director*)

Executive Summary

Motion to approve authorizing the Mayor to sign a Professional Services Agreement with Infrastructure Solutions Group, LLC, dba Mehlburger Brawley, for the design of road improvements for a segment of Washington Avenue from Fifth Street to Eighth Street. The Fee Proposal is a lump sum amount of \$92,800.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to authorize the Mayor to sign a Professional Services Agreement with Infrastructure Solutions Group, LLC, dba Mehlburger Brawley, for the design of road improvements for a segment of Washington Avenue from Fifth Street to Eighth Street. The Fee Proposal is a lump sum amount of \$92,800.

Before the vote, Director Modzelewski addressed the Council explaining that this agreement would allow the consultant to provide engineering services for the design of road improvements

for a segment of Washington Avenue from Fifth Street to Eighth Street. He added the engineering services included design and utility survey, geotechnical study, utilities plan and coordination, roadway plans, and bid documents, including final plans and specifications.

After a brief discussion concerning the use of ground pavement as base material and being able to do this project along with addressing the needs at the Water Treatment Plant, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

9. Consider and act regarding the completion of CIP #1 – 17th Street. (*Peter Stasiak, City Manager*)

Executive Summary

Discussion and possible action regarding implementation of a plan for completion of CIP#1.

Manager Stasiak addressed the Council informing them that on August 3, 2015 he was brought a Change Order for CIP #1. He reminded them that the City had contracted with Carstensen Contracting for approximately \$114,000.00 to finish CIP #1. He commented that when he received the Change Order in the amount of \$42,680.50 he immediately contacted Attorney Ervin. He added that by State law change orders cannot exceed 15% of the total contract. He stated that he, Attorney Ervin, CFO Ervin and members of EST contacted Josh Dede to discuss the Change Order and the City's limitations by State law. He commented that Mr. Dede was not satisfied with the options that were presented to him and requested to address the Council in person.

Josh Dede, 612 North Tamarack, Pipestone, Minnesota, addressed the Council reviewing the process that his company had taken to complete CIP #1, adding that the work had exceeded the bid quantities and he was here to figure out what could be done to receive payment for the work that had been completed.

After discussion regarding the three (3) options that had been presented by the Attorney Ervin, the language in the agenda, if the City had been notified prior to the additional work being done, if the contractor was aware of the 15% limitation, if there had been any indication from the Bonding Company, and if the work had been verified, Councilman Garvin moved to approve the Change Order for 15% of the contract, \$17,147.92. The motion was seconded by Councilman Barnett and the vote was taken as follows:

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

NAY: Councilman Read

Mayor Harrison declared the motion carried.

New Business

There was no New Business.

City Manager's Report

- Report on activities for the past two weeks.

Manager Stasiak reported that 90% of the body Cams had been deployed and were in use, the 911 Generator had been installed last week, there would be a Special Meeting on Thursday, August 27th at 5:30 P.M. to address a proposal to refinance some of the City's remaining bonds, there was a Planning and Zoning meeting at 6:30 P.M. that evening followed by a Board of Adjustment meeting and Bids had been opened for the Sandy Creek Canal Wall project and hopefully would be bringing the recommendation before the Council soon.

Remarks and Inquiries by City Council

There were no remarks of inquiries by the City Council 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 Vice-Mayor Read. There was no discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried and the meeting was recessed at 7:42 P.M.

Reconvene Council Meeting

The meeting was reconvened at 7:44 P.M.

Adjournment

There being no further business to come before the Council, Councilman Karr 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 Karr, Smith, Titsworth, Read, Garvin, Barnett & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 7:21 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

Council Chambers
Municipal Building
August 27, 2015

The McAlester City Council met in Special session on Thursday, August 27, 2015 at 5:30 P.M. after proper notice and agenda was posted, August 26, 2015, at 4:31 P.M.

Call to Order

Mayor Harrison called the meeting to order.

Roll Call

Council Roll Call was as follows:

Present: Weldon Smith, John Titsworth, Travis Read, Robert Karr, Buddy Garvin, Jason Barnett & Steve Harrison
Absent: None
Presiding: Steve Harrison, Mayor

Staff Present: Peter J. Stasiak, City Manager; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Scheduled Business

1. Consider and take action with respect to a resolution of the City of McAlester, Oklahoma (The 'City') approving the incurrence of indebtedness by the McAlester Public Works Authority (The 'Authority') issuing its Sales Tax Revenue Refunding Note, taxable Series 2015 (The 'Note'); providing that the organization document creating the Authority is subject to the provisions of the note indenture authorizing the issuance of said note; waiving competitive bidding with respect to the sale of said Note and approving the proceedings of the Authority pertaining to the sale of said Note; approving and authorizing execution of a Sales Tax Agreement by and between the City and the Authority pertaining to the year-to-year pledge of certain sales tax revenues; and containing other provisions relating thereto.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve RESOLUTION NO. 15-12, approving the indebtedness of the McAlester Public Works Authority and issuing its Sales Tax Revenue Refunding Note, taxable Series 2015.

Before the vote, Jon Wolff Vice-President, Municipal Finance Services, Inc. addressed the Council reviewing a brief history of the City's refinancing of its' bonds. He then reviewed the recent activity of the stock market and how it affected the City's refinancing and possible interest rates. He commented that JP Morgan Chase had proposed a fixed interest rate of 3.68% to refinance the remaining bond debt that could be refinanced. Mr. Wolff then reviewed a summary of the City's existing debt and the proposed payments. He added that McAlester was

one (1) of the few cities in Oklahoma that none of its utility revenues have gone toward repaying its utility bond debt. He then reviewed the breakout of the financing with the Council stating that this refinancing could save \$1.1 million.

After a brief discussion concerning the previous refunding, this being the last of the refunding and what information the banks actually bid on, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

Recess Council Meeting

A motion was made by Councilman Karr and seconded by Councilman Smith to recess the Special Meeting and convene the McAlester Public Works Authority.

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

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

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 6:00 P.M.

Reconvene Council Meeting

The meeting was reconvened at 6:01 P.M.

Adjournment

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

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

NAY: None

Mayor Harrison declared the motion carried and the meeting was adjourned at 6:02 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

The McAlester City Council met in Special session on Monday, August 31, 2015 at 5:30 P.M. after proper notice and agenda was posted, August 28, 2015, at 4:33 P.M.

Call to Order

Mayor Harrison called the meeting to order.

Roll Call

Council Roll Call was as follows:

Present: Weldon Smith, John Titsworth, Travis Read, Robert Karr, Buddy Garvin, Jason Barnett & Steve Harrison
Absent: None
Presiding: Steve Harrison, Mayor

Staff Present: Peter J. Stasiak, City Manager and Cora Middleton, City Clerk

Scheduled Business

1. Consider and act upon, Change Order No. 4 to the contract with Carstensen Contracting, Inc. for the construction of CIP#4 Improvements and authorize the Mayor to sign Change Order No. 4. *(Peter Stasiak, City Manager)*

Executive Summary

Motion to approve Change Order No. 4 to the contract with Carstensen Contracting, Inc. and authorizing the Mayor to sign Change Order No. 4 which includes adding a Cast in Place manhole for the 6" sewer lines and adding an 8" sanitary Sewer line from the manhole to manhole B3 at a cost of \$29,330.08.

A motion was made by Councilman Smith and seconded by Councilman Titsworth to approve Change Order No. 4 to the contract with Carstensen Contracting, Inc. and authorize the Mayor to sign Change Order No. 4 which includes adding a Cast in Place manhole for the 6" sewer lines and adding an 8" sanitary Sewer line from the manhole to manhole B3 at a cost of \$29,330.08.

Before the vote, Manager Stasiak addressed the Council explaining the Change Order and informing them that all prices in the contract had been checked.

After discussion among the Council and Manager Stasiak concerning the number of additional days this Change Order would add to the project, emailing the Council with the correct date of completion and having the Mayor write the number of additional days on the Change Order and the adjusted date of completion, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

2. Consider and act upon, Change Order No. 5 to the contract with Carstensen Contracting, Inc. for the construction of CIP#4 Improvements and authorize the Mayor to sign Change Order No. 5. (*Peter Stasiak, City Manager*)

Executive Summary

Motion to approve Change Order No. 5 to the contract with Carstensen Contracting, Inc. and authorizing the Mayor to sign Change Order No. 5 which includes the connection of three (3) 10"x6" Sanitary Sewer Connections that were not shown on the original plans at a cost of \$6,744.95.

A motion was made by Councilman Garvin and seconded by Councilman Karr to approve Change Order No. 5 and authorize the Mayor to sign Change Order No. 5 which includes the connection of three (3) 10"x6" Sanitary Sewer Connections that were not shown on the original plans at a cost of \$6,744.95.

Before the vote, Manager Stasiak addressed the Council explaining the reason for this Change Order, explaining that there were three (3) homes between 13th Street and 14th Street on South Avenue that needed to be connected to the sewer main and it would add seven (7) days to the completion date.

After a brief discussion concerning the number of additional days, changing the completion date to March 5, 2016 and the Mayor writing in the completion date on the Change Order, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

Recess Council Meeting

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to recess the Special Meeting and convene the McAlester Public Works Authority.

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

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

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 5:35 P.M.

Reconvene Council Meeting

The meeting was reconvened at 5:36 P.M.

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 and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried and the meeting was adjourned at 5:36 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**September 1, 2015
Thru
September 15, 2015**

9/15/2015 1:06 PM
 PACKET : 13245 13247 13269 13281
 VENDOR SET: Mult
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00028	"A" PLUS LAWN SERVICE					
	I-471864	01	-5542308	CONTRACTED SE CHAD PK/MEMORIAL MOW	075413	1,250.00
01-A00048	AMY YARGEE dba A.C. LAW					
	I-9/2015 MOWING	01	-5652318	ABATEMENTS CONTRACT MOWING	075414	725.00
01-A00200	ADAM TRUE VALUE & AG SU					
	I-273788	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075415	100.00
01-A00267	AIRGAS, INC					
	I-9042758679	01	-5432202	OPERATING SUP OXYGEN FOR EMS	075418	73.05
	I-9043019016	01	-5432202	OPERATING SUP OXYGEN FOR EMS	075418	325.18
	I-9043019016-1	01	-5432202	OPERATING SUP EMS SUPPLIES	075418	600.00
	I-9929666770	01	-5542203	REPAIRS & MAI MONTHLY BOTTLE RENTAL	075418	44.33
	I-9929666770	01	-5543203	REPAIRS & MAI MONTHLY BOTTLE RENTAL	075418	76.60
	I-9929803634	01	-5432202	OPERATING SUP OXYGEN FOR EMS	075418	186.50
01-A00362	VYVE BROADBAND					
	I-201509017811	01	-5431328	INTERNET SERV FIRE EMERG. RESPONSE COMPLEX	075377	62.95
	I-201509017811	01	-5320328	INTERNET SERV DETECTIVE DIVISION	075377	98.56
	I-201509097821	01	-5542328	INTERNET SERV INTERNET SVS-STIPE CENTER	075400	76.34
01-A00500	AMERICAN MUNICIPAL SERV					
	I-201509097830	01	-2105	COLLECTION AG COURT COLLECTION FEE-7/2015	075420	7,815.00
	I-201509157849	01	-2105	COLLECTION AG COURT COLLECTION FEE 8/2015	075420	9,051.45
01-A00751	ATWOODS					
	I-2736/9	01	-5542203	REPAIRS & MAI MISC REPAI & MAINT ITEMS	075421	99.97
	I-2745/9	01	-5542203	REPAIRS & MAI MISC REPAI & MAINT ITEMS	075421	69.92
	I-2752/9	01	-5547203	REPAIRS & MAI MISC REPAI & MAINT ITEMS	075421	123.92
	I-2763/9	01	-5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	075421	25.98
01-A00775	AUTO ZONE					
	C-0519777177CR	01	-5432203	REPAIR & MAIN MISC REPAIR PARTS	075422	13.43-
	C-0519777178	01	-5432203	REPAIR & MAIN MISC REPAIR PARTS	075422	19.69-
	I-0519775676	01	-5432203	REPAIR & MAIN MISC REPAIR PARTS	075422	26.86
	I-0519775723	01	-5432203	REPAIR & MAIN MISC REPAIR PARTS	075422	37.41
01-B00101	BARCO PRODUCTS INC					
	I-051501524	01	-5542203	REPAIRS & MAI PET LITTER BAGS	075423	223.26
01-B00180	UNION IRON WORKS, INC.					
	I-S1875674.001	01	-5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	075426	22.68
	I-S1878746.001	01	-5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	075426	71.55
	I-S1878843.001	01	-5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	075426	18.50
	I-S1879484.001	01	-5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	075426	4.09
	I-S1880688.001	01	-5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	075426	39.86
	I-S1880701.001	01	-5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	075426	20.81

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G00010	G & C RENTAL CENTER, IN	I-36216	01 -5865218	STREET REPAIR TOOL & EQUIP RENTAL	075449	79.00
01-H00075	HARRIS CONSTRUCTION SER	I-468213	01 -5865218	STREET REPAIR HAULING FEE	075453	4,975.43
01-I00099	IKON OFFICE SOLUTIONS	I-27427826	01 -5321308	CONTRACTED SE POLICE COPIER LEASE FEE	075454	284.00
01-I00110	IMPRESS OFFICE SUPPLY	I-037876	01 -5215202	OPERATING SUP PRINTING FEE	075455	277.87
		I-037880	01 -5215202	OPERATING SUP OFFICE SUPPLIES	075455	20.00
		I-037888	01 -5215202	OPERATING SUP OFFICE SUPPLIES	075455	5.00
		I-037892	01 -5215202	OPERATING SUP OFFICE SUPPLIES	075455	13.26
		I-037901	01 -5215202	OPERATING SUP OFFICE SUPPLIES	075455	11.00
01-I00115	INTERMEDIX TECHNOLOGIES	I-INVTECH6059	01 -5432308	CONTRACTED SE CONTRACTED EMS FEES-AUG 2015	075456	2,861.62
01-I00262	INVESTIGATIVE CONCEPTS,	I-1212122846	01 -5653348	DRUG TESTING/ MISC BACKGROUND CKS	075458	19.95
01-J00110	JACKIE BRANNON CORR. CT	I-20160256	01 -5547203	REPAIRS & MAI INMATE CREW FEES	075459	71.31
		I-20160258	01 -5542308	CONTRACTED SE INMATE FEES	075459	141.25
01-J00121	JAMESCO ENTERPRISES, LL	I-11587	01 -5215202	OPERATING SUP JANITOIAL SUPPLIES	075460	442.20
01-K00205	KIAMICHI AUTOMOTIVE WHO	I-007513	01 -5431203	REPAIRS & MAI MISC AUTO PARTS FOR REPAI	075465	124.95
01-L00067	COMPLIANCE RESOURCE GRO	I-044169	01 -5653348	DRUG TESTING/ RANDOM DRUG TESTS	075467	50.00
01-L00380	LOCKE SUPPLY CO.	I-026604234-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	075471	7.92
01-L00428	LOWE'S CREDIT SERVICES	I-02988	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075472	3.99
		I-06097	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075472	98.75
		I-06840	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075472	113.96
		I-07061	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075472	5.67
		I-07255	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075472	24.92
		I-07808	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075472	28.44
		I-0906365	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075473	41.65
		I-14155	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075473	128.74
		I-14546	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075473	170.80
		I-14568	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075473	64.52

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-000530	OML-OK MUNICIPAL LEAGUE					
	I-058109	01 -5212202	OPERATING SUP OML DIRECTORIES		075497	15.00
01-000556	OMAG-OK MUNICIPAL ASSUR					
	I-2015-2ND QTR PMT	01 -5215322	LIABILITY INS PROPERTY INS PREM		075498	11,858.13
	I-2015-2ND QTR PMT	01 -5215322	LIABILITY INS GF-LIABILITY INS		075498	19,155.66
	I-2015-2ND QTR PMT	01 -5215322	LIABILITY INS GF-EQUIP INS		075498	414.70
	I-2015-2ND QTR PMT	01 -5215321	AUTO INSURANC AUTO INS-GENERAL		075498	9,137.35
01-000595	OSBI					
	I-201509097828	01 -2101	AFIS PAYABLE AFIS FEES-8/2015		075408	4,156.53
	I-201509097828	01 -2102	FORENSICS PAY FORENSIC FEES-8/2015		075408	4,015.13
	I-201509097828	01 -2106	OSBI-LAB FEE LAB FEES-8/2015		075408	149.92
01-P00329	PITSTOP					
	I-7432	01 -5542203	REPAIRS & MAI KEYS FOR STIPE CENTER		075502	56.00
01-P00337	PITTS COUNTY CRIMINAL J					
	I-201509157850	01 -5213335	COUNTY INCARC INCARCERATION FEES-AUG 2015		075503	12,584.00
01-P00340	PITTS. COUNTY ELEC. BOA					
	I-15-00590	01 -5101350	ELECTIONS ELECTION FEE/ SALES TAX		075504	5,575.10
01-P00451	PURCHASE POWER / PITNEY					
	I-1389093-SEPT 1	01 -5215317	POSTAGE POSTAGE FOR POSTAGE MACH		075506	750.00
01-P00510	PRO-KIL, INC					
	I-157865	01 -5542308	CONTRACTED SE MONTHLY PEST CONTROL		075507	68.00
	I-157866	01 -5544308	CONTRACT LABO MONTHLY PEST CONTROL		075507	106.00
	I-158018	01 -5548203	REPAIRS & MAI PEST CONTROL AT CITY HALL		075507	170.00
	I-3157	01 -5542308	CONTRACTED SE MONTHLY PEST CONTRIL		075507	126.00
01-P00560	PUBLIC SERVICE/AEP					
	I-201509017808	01 -5215313	ELECTRIC UTIL 1699 E. CARL ALBERT 8/2015		075381	24.14
	I-201509097825	01 -5215313	ELECTRIC UTIL ELEC UTIL-STREET LIGHTS		075409	19.05
	I-201509097825	01 -5215313	ELECTRIC UTIL ELEC UTIL- LIBRARY		075409	3,259.94
	I-201509097825	01 -5215313	ELECTRIC UTIL ELEC UTIL-GENERAL		075409	16,436.46
	I-201509097825	01 -5215313	ELECTRIC UTIL ELEC UTIL-RECYCLE CENTER		075409	70.10
01-Q00007	QFS, LLC					
	I-7291	01 -5542203	REPAIRS & MAI REFILL EXTIGUISHER		075509	30.00
01-Q00035	QUILL OFFICE SUPPLIES					
	I-7300606	01 -5215202	OPERATING SUP INK FOR STOCK		075510	162.99
	I-7303206	01 -5215202	OPERATING SUP INK FOR STOCK		075510	114.27
	I-7307024	01 -5215202	OPERATING SUP INK FOR STOCK		075510	19.99
	I-7318260	01 -5215202	OPERATING SUP INK FOR STOCK		075510	32.54
	I-7353908	01 -5215202	OPERATING SUP INK FOR STOCK		075510	11.99
	I-7430577	01 -5215202	OPERATING SUP INK FOR STOCK		075510	383.95

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FUND	01	GENERAL FUND	TOTAL:	175,052.78
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 FUND : 02 MPWA

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00251	FORT COBB FUEL AUTHORIT	I-201509097823	02 -5267314	GAS UTILITY GAS UTIL-HEREFORD LN	075405	17.51
01-H00016	HD SUPPLY WATERWORKS, L	I-E350145	02 -5975209	UTILITY MAINT MISC REPAIR PARTS-UTM	075452	476.04
		I-E406612	02 -5975209	UTILITY MAINT MISC REPAIR PARTS-UTM	075452	392.82
		I-E41546	02 -5975209	UTILITY MAINT MISC REPAIR PARTS-UTM	075452	78.12
		I-E420514	02 -5975209	UTILITY MAINT MISC REPAIR PARTS-UTM	075452	2,044.50
		I-E420790	02 -5975209	UTILITY MAINT MISC REPAIR PARTS-UTM	075452	485.00
		I-E435699	02 -5975209	UTILITY MAINT MISC REPAIR PARTS-UTM	075452	221.34
		I-E439811	02 -5975209	UTILITY MAINT MISC REPAIR PARTS-UTM	075452	983.46
01-H00075	HARRIS CONSTRUCTION SER	I-468213A	02 -5975218	STREET REPAIR HAULING FEE	075453	2,466.76
01-K00225	KI BOIS COMMUNITY ACTIO	I-07/31/2015	02 -5866307	CONTRACTED RE RECYCLE CENTER LABOR	075466	1,980.00
		I-08/31/2015	02 -5866307	CONTRACTED RE RECYCLE CENTER LABOR	075466	1,890.00
01-L00428	LOWE'S CREDIT SERVICES	I-906008	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	075474	17.05
		I-907718	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	075474	37.94
01-L00429	LOVE BOTTLING CO.	I-8271186	02 -5973203	REPAIRS & MAI DISTILLED WATER FOR WWTP	075475	60.75
01-MC0140	MCALESTER PAINT & SUPPL	I-00109686	02 -5216202	OPERATING SUP PAINT FOR METER READERS	075483	136.80
01-N00250	MCALESTER NEWS CAPITAL	I-300003003	02 -5871330	DUES & SUBSCR PUBLICATION FEE	075486	72.80
01-N00345	NSI SOLUTIONS, INC	I-324149	02 -5973304	LAB TESTING WWM SAMPLE RETEST FEE	075489	67.00
01-O00556	OMAG-OK MUNICIPAL ASSUR	I-2015-2ND QTR PMT	02 -5267322	LIABILITY INS PROPERTY INS PREM	075498	4,954.86
		I-2015-2ND QTR PMT	02 -5267322	LIABILITY INS MPWA-LIABILITY INS	075498	3,849.91
		I-2015-2ND QTR PMT	02 -5267322	LIABILITY INS MPWA-EQUIP INS	075498	175.47
		I-2015-2ND QTR PMT	02 -5267321	AUTO INSURANC AUTO INS-MPWA	075498	1,270.21
01-P00040	PACE ANALYTICAL SERVICE	I-157521965	02 -5973304	LAB TESTING MONTHLY TESTING FEE	075499	71.22
01-P00560	PUBLIC SERVICE/AEP	I-201509107833	02 -5267313	ELECTRIC UTIL ELEC EXP-MPWA	075508	40,984.48
01-R00600	RURAL WATER DISTRICT #1	I-201509017812	02 -5267316	WATER UTILITY UTILITIES WATER @ LANDFILL	075382	14.30

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 FUND : 03 AIRPORT AUTHORITY

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00200	ADAM TRUE VALUE & AG SU	I-275187	03 -5876203	REPAIRS & MAI PAINT FOR AIRPORT	075415	92.96
01-C00320	CENTERPOINT ENERGY ARKL	I-201509017810	03 -5876314	GAS UTILITY AIRPORT	075379	27.52
01-F00015	FLEETCOR TECHNOLOGIES	I-201509107832	03 -5876212	FUEL EXPENSE FUEL EXPENSE-AIRPORT	075444	274.53
01-J00440	JOANN CRABTREE	I-2015	03 -5876208	LAND MAINTENA EASEMENT MARKER LEASE	075462	582.00
01-000556	OMAG-OK MUNICIPAL ASSUR	I-2015-2ND QTR PMT	03 -5876322	INSURANCE/BON PROPERTY INS PREM	075498	2,495.11
		I-2015-2ND QTR PMT	03 -5876322	INSURANCE/BON AIRPORT-EQUIP INS	075498	12.28
		I-2015-2ND QTR PMT	03 -5876321	AUTO INSURANC AUTO INS-AIRPORT	075498	89.07
01-P00560	PUBLIC SERVICE/AEP	I-201509017808	03 -5876313	ELECTRIC UTIL AIRPORT 8/2015	075381	2,003.70
01-U00020	UNITED STATES CELLULAR	I-201509017806	03 -5876315	TELEPHONE UTI AIRPORT	075383	27.95
			FUND 03 AIRPORT AUTHORITY	TOTAL:		5,605.12

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VENDOR SET: Mult

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00324	ALISHA RAE HOWELL					
		I-201509147839	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	075419	165.00
		I-201509147840	08 -5549308	CONTRACT SERV MILEAGE REIMB FOR MEAL DELIV	075419	125.93
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201509107831	08 -5549212	FUEL EXPENSE FUEL EXPENSE-NUTRITION	075443	635.02
01-G00288	GERALDINE E MALKOWSKI					
		I-201509147841	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	075450	165.00
		I-201509147842	08 -5549308	CONTRACT SERV MILEAGE REIMB FOR MEAL DELIV	075450	97.75
01-000556	OMAG-OK MUNICIPAL ASSUR					
		I-2015-2ND QTR PMT	08 -5549322	LIABILITY INS NUTRITION-LIABILITY	075498	1,032.90
		I-2015-2ND QTR PMT	08 -5549321	AUTO INSURANC AUTO INS-NUTRITION	075498	269.03
01-P00139	PAUL W LALLI					
		I-201509147843	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	075500	15.00
		I-201509147844	08 -5549308	CONTRACT SERV MILEAGE REIMB FOR MEAL DEL	075500	11.50
01-R00304	RICHELLE CHEYENNE					
		I-201509147845	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	075511	87.98
01-U00020	UNITED STATES CELLULAR					
		I-201509017806	08 -5549315	TELEPHONE UTI NUTRITION	075383	83.85
				FUND 08 NUTRITION	TOTAL:	2,688.96

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VENDOR SET: Mult

FUND : 24 AIRPORT GRANT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00220 LBR, INC.		I-5144	24 -5876401	CAPITAL OUTLA CONSULTING FEE-AIRPORT	075470	46,340.00
			FUND	24 AIRPORT GRANT	TOTAL:	46,340.00

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 PACKET : 13245 13247 13269 13281
 VENDOR SET: Mult
 FUND : 28 SE EXPO CENTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00192	BEN E. KEITH	I-62831412	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	075427	496.26
01-C00469	CITY OF MCALESTER SPECI	I-1028	28 -5654349	COUNCIL PARTN COUNCIL PARTSHP FOR EOSC	075433	2,000.00
01-C00646	COMPTON ELECTRIC COMPAN	I-13103	28 -5654316	REPAIRS & MAI RANGE INSTALLATION FEE	075434	1,075.00
01-F00015	FLEETCOR TECHNOLOGIES	I-201509107831	28 -5654212	FUEL EXPENSE FUEL EXPNESE-EXPO	075443	145.96
01-J00110	JACKIE BRANNON CORR. CT	I-20160259	28 -5654308	CONTRACT SERV INMATE FEES	075459	65.86
01-J00121	JAMESCO ENTERPRISES, LL	I-11580	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	075460	366.20
01-L00078	LAMBERT MECHANICAL INC	I-150689	28 -5654316	REPAIRS & MAI BOILER/AC REPAIR	075468	2,258.83
01-L00380	LOCKE SUPPLY CO.	I-26744428	28 -5654203	REPAIR & MAIN MAINTSUPPLIES	075471	19.00
01-000556	OMAG-OK MUNICIPAL ASSUR	I-2015-2ND QTR PMT	28 -5654322	LIABILITY INS PROPERTY INS PREM	075498	7,201.27
		I-2015-2ND QTR PMT	28 -5654322	LIABILITY INS EXPO-LIABILITY INS	075498	939.01
		I-2015-2ND QTR PMT	28 -5654321	AUTO INSURANC AUTO INS-EXPO/TOURIS	075498	153.00
01-P00210	PEPSI COLA	I-1769215	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	075501	230.00
01-P00342	PITTS. COUNTY FREE FAIR	I-101	28 -5654317	ADVERTISING & MAGIC SHOW @ COUNTY FAIR	075505	950.00
01-P00560	PUBLIC SERVICE/AEP	I-201509017808	28 -5654313	ELECTRIC UTIL EXPO 8/2015	075381	6,845.63
01-S00009	SADLER PAPER CO	I-28532	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	075513	670.44
01-S00580	AT & T	I-201509097820	28 -5654315	TELEPHONE UTI PHONE EXP-ATM LINE @ EXPO	075410	48.63
01-U00020	UNITED STATES CELLULAR	I-201509017806	28 -5654315	TELEPHONE UTI EXPO	075383	83.85
01-W00040	WALMART COMMUNITY BRC	I-001093	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	075539	142.34
			FUND 28 SE EXPO CENTER	TOTAL:		23,691.28

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FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00015	FLEETCOR	TECHNOLOGIES						
		I-201509107831	30	-5652212	FUEL EXPENSE	FUEL EXPNESE-ECON DEV	075443	72.86
01-I00230	INTERNATIONAL	ECONOMIC						
		I-PA4 PUBLIC<100K	30	-5652330	DUES & SUBSCR	IDEC PA4 MEMBERSHIP FEE	075457	385.00
01-MC0050	MCALESTER	CHAMBER OF						
		I-15-000561	30	-5652331	EMPLOYEE TRAV	LEADERSHIP MCA TUITION	075482	395.00
01-O00530	OML-OK	MUNICIPAL LEAGUE						
		I-058109	30	-5652202	OPERATING SUP	OML DIRECTORIES	075497	15.00
01-S00184	SECURITY BANK	CARD CENT						
		I-201509147848	30	-5652350	BUSINESS DEVE	MDSA	075514	30.86
		I-201509147848	30	-5652331	EMPLOYEE TRAV	STAMPEDE REGISTRATION	075514	700.00
		I-201509147848	30	-5652350	BUSINESS DEVE	BUSINESS DEV MEETING EXP	075514	259.11
		I-201509147848	30	-5652350	BUSINESS DEVE	BUSINESS DEV MEETING EXP	075514	81.49
		I-201509147848	30	-5652350	BUSINESS DEVE	BUSINESS DEV MEETING EXP	075514	776.25
		I-201509147848	30	-5652331	EMPLOYEE TRAV	TRAVEL TRAINING-STAMPEDE	075514	383.20
01-T00231	THE SPECTRUM	GROUP MEMB						
		I-10383	30	-5211361	LOBBYING SERV	ECON DEV CONSULTANT FEES	075529	317.31
		I-10383	30	-5652340	MCAPP STRATEG	ECON DEV CONSULTANT FEES	075529	19,060.92
					FUND	30 ECONOMIC DEVELOPMENT	TOTAL:	22,477.00

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VENDOR SET: Mult

FUND : 33 CDBG GRANTS FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00347	MEHLBURGER BRAWLEY, INC	I-MC-14-04-05	33 -5971516	2014 CDBG PRO CONSULTANT FEES 201	075490	8,384.00
				FUND 33 CDBG GRANTS FUND	TOTAL:	8,384.00

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 PACKET : 13245 13247 13269 13281
 VENDOR SET: Mult
 FUND : 35 FLEET MAINTENANCE

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-M00590	MOSS WRECKER SERVICE					
	I-1202	35	-5862203	REPAIRS & MAI WRECKER FEE- GRADALL	075480	650.00
01-N00271	FREEDOM FORD INC					
	I-165515	35	-5862203	REPAIRS & MAI MAINT & REPAIR ITEMS	075487	45.95
	I-85734	35	-5862203	REPAIRS & MAI MAINT & REPAIR ITEMS	075487	498.98
	I-85746	35	-5862203	REPAIRS & MAI MAINT & REPAIR ITEMS	075487	41.70
	I-85774	35	-5862203	REPAIRS & MAI MAINT & REPAIR ITEMS	075487	77.69
	I-85786	35	-5862203	REPAIRS & MAI MAINT & REPAIR ITEMS	075487	42.68
	I-85788	35	-5862203	REPAIRS & MAI MISC MAINT ITEMS	075487	21.66
01-O00075	O'REILLY AUTO PARTS					
	C-0230-313749CR	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075491	199.94-
	C-0230-314076CR	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075491	15.80-
	C-0230-315239CR	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075491	25.00-
	C-0230-317199CR	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075491	25.00-
	I-0230-312787	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075491	5.35
	I-0230-313080	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075491	130.49
	I-0230-313081	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075491	186.83
	I-0230-313714	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075491	20.04
	I-0230-313935	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075491	134.29
	I-0230-313955	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075491	108.51
	I-0230-314016	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075491	16.14
	I-0230-314114	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075491	21.25
	I-0230-314216	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075491	157.83
	I-0230-314397	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075491	42.49
	I-0230-314954	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075492	96.39
	I-0230-315221	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075492	38.99
	I-0230-315410	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075492	58.04
	I-0230-315476	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075492	35.69
	I-0230-315723	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075492	20.84
	I-0230-315751	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075492	19.99
	I-0230-315752	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075492	39.98
	I-0230-316119	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075492	25.70
	I-0230-316267	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075492	19.94
	I-0230-317247	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075492	340.90
	I-0230-317255	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075492	12.78
	I-0230-317256	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075492	3.51
	I-0230-317274	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075492	14.06
	I-0230-317528	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075493	48.84
01-P00329	PITSTOP					
	I-7214	35	-5862203	REPAIRS & MAI KEYS AND MISC ITEMS	075502	150.00
	I-7430	35	-5862203	REPAIRS & MAI KEYS AND MISC ITEMS	075502	10.00
01-R00480	ROGER KEY EQUIPMENT					
	I-92305	35	-5862203	REPAIRS & MAI REPAIR PARTS FOR WP-16	075512	115.01
01-S00234	SHARE CORPORATION					

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VENDOR SET: Mult

FUND : 36 WORKER'S COMPENSATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00629	MUTUAL ASSURANCE ADIMIN	I-201509	36 -5215315	THIRD PARTY A W/C ADMIN	075481	941.68
				FUND 36 WORKER'S COMPENSATION	TOTAL:	941.68

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PACKET : 13245 13247 13269 13281

VENDOR SET: Mult

FUND : 44 TECHNOLOGY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00046	C D W GOVERNMENT, INC					
		I-XP15488	44 -5225402	SOFTWARE & TE HARD DRIVES FOR SERV	075431	1,656.00
		I-XP56444	44 -5225402	SOFTWARE & TE HARD DRIVES FOR SERV	075431	620.00
		I-XR28536	44 -5225401	TECHNOLOGY UP EMAIL SERV PROF INSTAL	075431	1,240.00
		I-XR77794	44 -5225401	TECHNOLOGY UP EMAIL SERV PROF INSTAL	075431	1,070.70
			FUND 44	TECHNOLOGY FUND	TOTAL:	4,586.70
					REPORT GRAND TOTAL:	685,031.87

** G/L ACCOUNT TOTALS **

				=====LINE ITEM=====			=====GROUP BUDGET=====		
YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
01	-5544202	OPERATING SUPPLIES	28.96	20,000	14,950.00				
01	-5544203	REPAIRS & MAINTENANCE SUPP	44.87	16,000	11,420.76				
01	-5544212	FUEL EXPENSE	233.83	2,870	2,301.78				
01	-5544308	CONTRACT LABOR	391.00	20,000	16,159.00				
01	-5544328	INTERNET SERVICE	52.07	1,360	1,203.79				
01	-5547203	REPAIRS & MAINT SUPPLIES	435.23	11,000	6,189.68				
01	-5547212	FUEL EXPENSE	252.39	7,543	6,138.65				
01	-5548203	REPAIRS & MAINTENANCE SUPP	4,142.45	53,270	37,864.92				
01	-5548212	FUEL EXPENSE	367.10	4,660	4,084.71				
01	-5548311	PARKING RENTAL	375.00	4,500	0.00				
01	-5548316	REPAIRS & MAINTENANCE	877.50	22,000	12,655.94				
01	-5652212	FUEL EXPENSE	223.08	3,525	3,041.54				
01	-5652317	ADVERTISING & PRINTING	33.35	2,300	1,899.70				
01	-5652318	ABATEMENTS	725.00	15,000	10,085.00				
01	-5652336	FEES	156.00	1,800	1,400.00				
01	-5653202	OPERATING SUPPLIES	93.35	1,000	717.38				
01	-5653212	FUEL EXPENSE	60.20	805	654.29				
01	-5653213	SAFETY EXPENSE	9.88	25,500	12,915.00				
01	-5653215	AWARDS/NUC PROGRAM	5.95	9,500	3,866.00				
01	-5653317	ADVERTISING & PRINTING	246.95	2,500	2,190.00				
01	-5653348	DRUG TESTING/PHYSICALS	102.95	8,000	4,750.00				
01	-5865203	REPAIR & MAINT-TRAFFIC CON	630.56	49,500	41,363.08				
01	-5865212	FUEL EXPENSE	1,759.06	45,406	41,272.82				
01	-5865218	STREET REPAIRS & MAINTENAN	17,637.63	235,000	97,894.27				
02	-5216202	OPERATING SUPPLIES	179.90	9,000	631.37				
02	-5216207	CLOTHING ALLOWANCE	100.00	1,625	1,325.01				
02	-5216212	FUEL EXPENSE	685.26	5,695	4,175.35				
02	-5267313	ELECTRIC UTILITY	40,984.48	396,500	316,886.23				
02	-5267314	GAS UTILITY	65.37	8,000	7,776.19				
02	-5267315	TELEPHONE UTILITY	7,556.18	85,000	61,351.50				
02	-5267316	WATER UTILITY	14.30	275	231.84				
02	-5267321	AUTO INSURANCE - FLEET	1,270.21	12,241	7,160.17				
02	-5267322	LIABILITY INSURANCE/BONDS	8,980.24	48,652	12,586.61				
02	-5864212	FUEL EXPENSE	40.31	5,676	2,175.99				
02	-5864329	DEQ FEES	44.68	2,000	1,352.29				
02	-5866212	FUEL EXPENSE	429.65	8,065	6,960.76				
02	-5866230	RECYCLING CENTER EXPENSE	100.00	2,300	600.00				
02	-5866307	CONTRACTED RECYCLE SERVICE	3,870.00	23,000	12,200.00				
02	-5871212	FUEL EXPENSE	122.98	1,275	1,072.76				
02	-5871330	DUES & SUBSCRIPTIONS	72.80	1,300	916.80				
02	-5871331	EMPLOYEE TRAVEL & TRAININ	232.80	3,000	2,067.20				
02	-5973203	REPAIRS & MAINT SUPPLIES	632.84	37,500	3,100.40				
02	-5973212	FUEL EXPENSE	660.38	10,315	8,798.25				
02	-5973302	CONSULTANTS (IND. PRETREAT	1,800.00	20,000	12,000.00				
02	-5973304	LAB TESTING	138.22	32,100	23,451.00				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	30 -5211361	LOBBYING SERVICES	317.31	24,000	0.00				
	30 -5652202	OPERATING SUPPLIES	15.00	4,000	3,612.30				
	30 -5652212	FUEL EXPENSE	72.86	3,700	3,549.89				
	30 -5652330	DUES & SUBSCRIPTIONS	385.00	8,500	8,115.00				
	30 -5652331	EMPLOYEE TRAVEL & TRAINING	1,478.20	22,500	19,949.59				
	30 -5652340	MCAPP STRATEGIC PLAN PROJE	19,060.92	0	260,699.93-	Y			
	30 -5652350	BUSINESS DEVELOPMENT EXPEN	1,147.71	24,600	22,762.62				
	32 -5215209	POLICE DONATION EXPENSE	6,550.00	24,600	14,863.92				
	33 -5971516	2014 CDBG PROJECT	8,384.00	0	160,815.00-	Y			
	35 -5862203	REPAIRS & MAINTENANCE SUPP	9,144.94	240,000	157,072.94				
	35 -5862212	FUEL EXPENSE	233.84	3,386	2,902.51				
	35 -5862315	TELEPHONE UTILITY	62.28	750	563.12				
	35 -5862316	REPAIRS & MAINTENANCE	130.85	30,000	16,660.26				
	36 -5215315	THIRD PARTY ADM FEES	941.68	11,300	0.00				
	41 -5210480	CONTINGENCY	11,211.00	75,000	43,407.35				
	41 -5321401	CAPITAL OUTLAY	1,504.55	75,000	88,071.71-	Y			
	41 -5431401	CAPITAL OUTLAY	29,555.00	0	29,555.00-	Y			
	41 -5542401	CAPITAL OUTLAY	87,000.00	0	87,000.00-	Y			
	41 -5865407	9TH & ILLINOIS DRAINAGE PR	312.00	0	2,336.00-	Y			
	41 -5871402	STORM WATER PROJECT	8,864.20	0	39,564.40-	Y			
	41 -5974403	20 INCH WATER LINE RELOCAT	2,274.00	0	458,465.00-	Y			
	44 -5225401	TECHNOLOGY UPGRADES	2,310.70	142,500	116,015.91				
	44 -5225402	SOFTWARE & TECHNOLOGY UPDA	2,276.00	20,000	15,767.35				
	** 2015-2016 YEAR TOTALS **		685,031.87						

NO ERRORS

** END OF REPORT **

FUND	PERIOD	AMOUNT
01	9/2015	175,052.78
02	9/2015	185,542.54
03	9/2015	5,605.12
05	9/2015	137.07
08	9/2015	2,688.96
09	9/2015	28,742.50
16	9/2015	0.00
24	9/2015	46,340.00
27	9/2015	4,476.87
28	9/2015	23,691.28
29	9/2015	19,522.71
30	9/2015	22,477.00
32	9/2015	6,550.00
33	9/2015	8,384.00
35	9/2015	9,571.91
36	9/2015	941.68
38	9/2015	0.00
41	9/2015	140,720.75
44	9/2015	4,586.70
		685,031.87
		685,031.87



Service Solution

Customer:
MCALESTER CITY HALL
Date: 03-SEP-15
Proposal #: 442573
Term: 01-OCT-15 to 30-SEP-16

Billing Customer:
MCALESTER CITY HALL
28 E WASHINGTON AVE
P O Box 578
MCALESTER, OK 74501-0578

Service Location:
SOUTHEAST EXPO CENTER
4500 W Hwy 270
Po Box 578
MCALESTER, OK 74502-0000

SimplexGrinnell
Sales Representative:
JOHN C WHITNEY
6111 NEW SAPULPA ROAD
TULSA, OK 74131-2648
JoWhitney@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax • Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
SIMPLEX 4004/4005 SYSTEM			
Main Fire Alarm Panel	1	Annual	
Smoke Detector Conventional	36	Annual	
Heat Detector Restorable	13	Annual	
Pull Station	3	Annual	
Audio-Visual Notification Conventional	40	Annual	
Waterflow Test	2	Annual	
Tamper Switch	2	Annual	
Fire Alarm Test & Inspect Total:			\$885.00
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	2	Annual	
Sprinkler Test & Inspect Total:			\$368.00
Sprinkler Test & Inspect			
BACKFLOW SYSTEM			
Backflow Preventer-Fire	1	Annual	
Sprinkler Test & Inspect Total:			\$190.00
Total Recurring Annual Investment:			\$1,443.00

SUMMARY OF SERVICES**Sprinkler Test & Inspect - WET SPRINKLER SYSTEM****TEST AND INSPECTION:**

Our trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Annual Wet pipe sprinkler test & Inspect includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and flow switches, and local alarms and signals; opening main drain to record static and residual pressures; inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

Sprinkler Test & Inspect - BACKFLOW SYSTEM**TEST AND INSPECTION:**

Our trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Fire Alarm Test & Inspect - SIMPLEX 4004/4005 SYSTEM**TEST AND INSPECTION:**

Our trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more



Service Solution

restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.



Service Solution

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by SimplexGrinnell LP ("Company") to **MCALESTER CITY HALL** and is effective **01-OCT-15 to 30-SEP-16** (the "Initial Term").

PAYMENT TERM: *Annual In Advance Under State Contract SW 403*

PAYMENT AMOUNT: **\$1,443.00** - **Proposal # : 442573**

MCALESTER CITY HALL

Signature: _____

Print Name: _____

Title: _____

Phone#: _____

Fax #: _____

Email: _____

PO#: _____

Date: _____

SimplexGrinnell

JOHN C WHITNEY

Phone #: 918-277-0168

Fax #: 918-582-6207

License #: 0731

(If Applicable)

Authorized

Signature: _____

Print Name: JC Whitney

Title: PSR

Date: 9-3-2015

CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20____ by and between THE CITY OF McALESTER, hereinafter called "OWNER" and SOONER RECON ROOFING, LLC doing business as 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 installation of
New "TPO" Roof System
And
New Parapet Wall Cap
Per Plans and Specifications
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 Thirty (30) calendar days after the date of the NOTICE TO PROCEED and will complete the same within 30 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 Eighteen Thousand Nine Hundred Fifty Dollars (\$18,950.00), as shown in the BID FORM.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (a) INVITATION TO BIDS
 - (b) INFORMATION TO BIDDERS
 - (c) BID FORM
 - (d) NON-COLLUSION
 - (e) BUSINESS RELATIONSHIPS AFFIDAVIT
 - (f) RELEASE OF CLAIMANTS

AGREEMENT (continued)

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in **three (3) copies** each of which shall be deemed 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: SOONER RECON ROOFING, LLD

By:

Name

Address:

ATTEST: _____

Name _____

BID TABULATION SHEET

New Roof System for Genealogy Building

Bid Opening

September 1, 2015 at 10:00 A.M

Bidder

Citation Roofing ^{Sheet metal}
1117 E Lewisville

Broken Arrow OK
1/14/12

Sooner Roofing

1207 So. Lakota Ave

Broken Arrow OK
1/14/12

Amount

\$ 29,550.00

^{Calculation}
(^{Decking}
^{2.50 Sqt})

\$ 18,950.00

^{Calculation}
(^{Decking}
^{3.50 Sqt})

BID PROPOSAL

City of McAlester
Municipal Building
McAlester, Oklahoma 74501

Gentlemen:

1.

The undersigned, having familiarized (himself) (themselves) (itself) with the "Scope of Work", and the form of this "Bid Proposal", hereby proposes to furnish those items at the price indicated as follows:

Item Bid No.	Item Description	Total Price
1.	Furnish Materials and Labor Necessary to install new TPO Roofing System and new Parapet Wall Cap	<u>18,950</u>

In submitting this bid, the bidder understands that the right is reserved by the City of McAlester to reject or accept any and/or all bids or any portion thereof.

9-1-2015
DATE

Sooner Recon Roofing, LLC

Name of Bidder

BY: Kyle Souther

Estimator

Title

918-237-7944

GENEALOGY BUILDING ROOF REPLACEMENT, MCALESTER, OK
SCOPE OF WORK

REMOVE ALL LAYERS OF EXISTING ROOFING AND HAUL AWAY DEBRIS.

REMOVE EXISTING CAP STONE AND HAUL AWAY DEBRIS.

INSPECT EXPOSED WOOD DECKING FOR DETERIORATED WOOD OR BROKEN
BOARDS THAT WILL NOT SUPPORT NEW ROOFING MATERIALS AND REPLACE AS
NEEDED AT A COST OF \$ 3.50 PER SQUARE FOOT.

INSTALL 1.2" THICK SECUREROCK OR EQUIVALENT ON INSIDE OF VERTICAL PARAPET WALLS
TO PROVIDE A SMOOTH SURFACE FOR NEW ROOFING TO
BE APPLIED OVER.

MECHANICALLY FASTEN A MINIMUM 1.5" THICK POLYSILOXANE INSULATION OR EQUIVALENT
DIRECTLY OVER WOOD DECKING USING SCREW AND METAL PLATES.

TOTALLY ADHERE MINIMUM .60 MIL TPO ROOFING SYSTEM OVER NEW INSULATION EXTENDING
UP VERTICAL PARAPET WALL TO PARAPET CAP

INSTALL NEW NAILER ON TOP OF PARAPET WALL

FABRICATE AND INSTALL NEW BREAKMETAL CAP ON PARAPET WALL

FABRICATE AND INSTALL ONE (1) TPO COATED METAL THRU WALL SCUPPER.

FABRICATE AND INSTALL ONE (1) 24 GAUGE PREFINISHED METAL COLLECTOR HEAD AND
ONE MATCHING 6"X6" DOWNSPOUT.

PROVIDE A 15-YEAR NO DOLLAR AMOUNT LIMIT ROOF SYSTEM WARRANTY.

CLEAN UP DURING AND AT COMPLETION OF JOB AND HAUL AWAY ALL REMAINING
ROOFING RELATED DEBRIS.

BUILDING SIZE IS 25' WIDE BY 70' LONG

BID PROPOSAL

City of McAlester
Municipal Building
McAlester, Oklahoma 74501

Gentlemen:

1.

The undersigned, having familiarized (himself) (themselves) (itself) with the "Scope of Work", and the form of this "Bid Proposal", hereby proposes to furnish those items at the price indicated as follows:

Item Bid No.	Item Description	Total Price
1.	Furnish Materials and Labor Necessary to install new TPO Roofing System and new Parapet Wall Cap	<u>29,550.00</u>

TWENTY NINE THOUSAND FIVE HUNDRED FIFTY DOLLARS AND NO CENTS

In submitting this bid, the bidder understands that the right is reserved by the City of McAlester to reject or accept any and/or all bids or any portion thereof.

MONDAY AUG. 31, 2015
DATE

Rick Jackson RICK JACKSON
Name of Bidder
BY: ACTION ROOFING INC. 1117 E. LOUISVILLE
PRESIDENT BROKEN ARROW OK
Title 74012

**ACTION ROOFING
& SHEET METAL INC.**
1117 E. LOUISVILLE
BROKEN ARROW, OK 74012-5700
(918) 258-3595

GENEALOGY BUILDING ROOF REPLACEMENT, MCALESTER, OK
SCOPE OF WORK

REMOVE ALL LAYERS OF EXISTING ROOFING AND HAUL AWAY DEBRIS.

REMOVE EXISTING CAP STONE AND HAUL AWAY DEBRIS.

INSPECT EXPOSED WOOD DECKING FOR DETERIORATED WOOD OR BROKEN
BOARDS THAT WILL NOT SUPPORT NEW ROOFING MATERIALS AND REPLACE AS
NEEDED AT A COST OF \$ 2.50 PER SQUARE FOOT.

INSTALL 1.2" THICK SECUREROCK OR EQUIVALENT ON INSIDE OF VERTICAL PARAPET WALLS
TO PROVIDE A SMOOTH SURFACE FOR NEW ROOFING TO
BE APPLIED OVER.

MECHANICALLY FASTEN A MINIMUM 1.5" THICK POLYSILOXANE INSULATION OR EQUIVALENT
DIRECTLY OVER WOOD DECKING USING SCREW AND METAL PLATES.

TOTALLY ADHERE MINIMUM .60 MIL TPO ROOFING SYSTEM OVER NEW INSULATION EXTENDING
UP VERTICAL PARAPET WALL TO PARAPET CAP

INSTALL NEW NAILER ON TOP OF PARAPET WALL

FABRICATE AND INSTALL NEW BREAKMETAL CAP ON PARAPET WALL

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ONE MATCHING 6"X6" DOWNSPOUT.

PROVIDE A 15-YEAR NO DOLLAR AMOUNT LIMIT ROOF SYSTEM WARRANTY.

CLEAN UP DURING AND AT COMPLETION OF JOB AND HAUL AWAY ALL REMAINING
ROOFING RELATED DEBRIS.

BUILDING SIZE IS 25' WIDE BY 70' LONG

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: September 10, 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, Inc.

CREDITOR

800276032

TRUST NO.

P.O. Box 754 Pipestone, MN 56164

MAILING ADDRESS

Construction Services

ITEM

Invoice: Payment # 4

ITEM NO.

September 2, 2015

DATE

CIP #4

PURPOSE

\$356,070.28

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: September 10, 2015

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City

Progress Estimate (LUMP SUM BIDS)

Contractor's Application

For (contract):		CIP 4		Application Number:		Pay Application #4											
Application Period:		8/1/15 To 8/31/15		Application Date:		8/31/2015											
A		B		Work Completed		E		F		G							
ITEM		Scheduled Value		C		D		E		F							
Pay Item No.				Description		From Previous Application (C+D)		This Period		Materials Presently		Total Completed and Stored to Date (C + D + E)		% (F/A)		Balance to Finish (B - F)	
South Ave - Roadway																	
1		Clearing and Grubbing		\$ 6,871.00		\$ 6,871.00		\$ -		\$ 6,871.00		1.00		\$ -			
4		Type A Salvaged Topsoil		\$ 15,577.00		\$ 15,577.00		\$ -		\$ 15,577.00		1.00		\$ -			
42		Removal of Structures & Obstructions		\$ 14,984.00		\$ 14,984.00		\$ -		\$ 14,984.00		1.00		\$ -			
55		Construction Traffic Control		\$ 6,329.00		\$ 4,746.75		\$ -		\$ 4,746.75		0.75		\$ 1,582.25			
56		Traffic Items		\$ 19,100.00		\$ -		\$ 2,715.00		\$ -		\$ 2,715.00		0.15		\$ 15,385.00	
52		SWPPP Documentation and Management		\$ 8,745.00		\$ 6,558.75		\$ -		\$ 6,558.75		0.75		\$ 2,186.25			
54		Mobilization		\$ 76,395.00		\$ 76,395.00		\$ -		\$ 76,395.00		1.00		\$ -			
57		Construction Staking Level II		\$ 27,495.00		\$ 24,745.50		\$ -		\$ 24,745.50		0.90		\$ 2,749.50			
South Ave - Water																	
105		CLSM Backfill - Fill Existing Waterline		\$ 28,905.00		\$ 19,077.30		\$ 9,827.70		\$ -		\$ 28,905.00		1.00		\$ -	
106		Hydrostatic Pressure Testing & Disinfection		\$ 11,757.00		\$ 7,759.62		\$ 3,997.38		\$ -		\$ 11,757.00		1.00		\$ -	
107		3" Master Meter Vault For Puterbaugh School		\$ 26,237.00		\$ 26,237.00		\$ -		\$ 26,237.00		1.00		\$ -			
108		3" Master Meter Vault For Will Rogers School		\$ 26,155.00		\$ 26,155.00		\$ -		\$ 26,155.00		1.00		\$ -			
109		Remove Exist Master Meter Vault For Puterbaugh School		\$ 3,940.00		\$ 3,940.00		\$ -		\$ 3,940.00		1.00		\$ -			
110		Remove Exist Master Meter Vault For Will Rogers School		\$ 3,940.00		\$ 3,940.00		\$ -		\$ 3,940.00		1.00		\$ -			
South Ave - Sewer																	
112		CLSM Backfill - Fill Existing Waterline		\$ 8,163.00		\$ 6,122.25		\$ 2,040.75		\$ -		\$ 8,163.00		1.00		\$ -	
122		Leakage Test (Sanitary Sewer Manholes) By Neg. Pres. (vacuum)		\$ 1,550.00		\$ 1,162.50		\$ 387.50		\$ -		\$ 1,550.00		1.00		\$ -	
123		Deflection & Leakage Test (Sanitary Sewer Mains)		\$ 3,055.00		\$ 2,291.25		\$ 763.75		\$ -		\$ 3,055.00		1.00		\$ -	
				\$ 289,198.00												\$ 266,295.00	

Total This Estimate \$ 19,732.08

To Finish Lump Sum Items \$ 21,903.00

Contractor's Application

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

Progress Estimate (S.AVE Water)

Contractor's Application

For (contract): CIP 4					Application Number: Pay Application #4												
Application Period: 8/1/15 To 8/31/15					Application Date: 8/31/2015												
A					B		C		D		E		F		G		H
Specification Section No.	ITEM Description	Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	Total \$ Completed and Stored to Date	% (F/G)	Balance to Finish (B - F)	Total Spent on Unit Price Items				
73	Unclassified Excavation	1,050.00	CY	\$ 14.60	\$ 15,330.00	1,050.00	\$ 15,330.00	-	1,050.00	15,330.00	100%	\$ -	\$ 15,330.00				
74	8" PolyVinyl Chloride (PVC) Pipe	2,185.00	LF	\$ 44.50	\$ 97,232.50	2,185.00	\$ 97,232.50	-	2,185.00	97,232.50	100%	\$ -	\$ 97,232.50				
75	6" PolyVinyl Chloride (PVC) Pipe	150.00	LF	\$ 36.60	\$ 5,490.00	150.00	\$ 5,490.00	-	150.00	5,490.00	100%	\$ -	\$ 5,490.00				
76	4" PolyVinyl Chloride (PVC) Pipe	50.00	LF	\$ 33.00	\$ 1,650.00	50.00	\$ 1,650.00	-	50.00	1,650.00	100%	\$ -	\$ 1,650.00				
77	3" PolyVinyl Chloride (PVC) Pipe	50.00	LF	\$ 31.50	\$ 1,575.00	50.00	\$ 1,575.00	-	50.00	1,575.00	100%	\$ -	\$ 1,575.00				
78	Fire Hydrant and Assembly R.J.	5.00	EA	\$ 3,343.00	\$ 16,715.00	5.00	\$ 16,715.00	-	5.00	16,715.00	100%	\$ -	\$ 16,715.00				
79	8" Gate Valve R.J.	16.00	EA	\$ 1,889.00	\$ 30,224.00	16.00	\$ 30,224.00	-	16.00	30,224.00	100%	\$ -	\$ 30,224.00				
80	6" Gate Valve R.J.	6.00	EA	\$ 1,273.00	\$ 7,638.00	9.00	\$ 11,457.00	-	9.00	11,457.00	150%	\$ (3,819.00)	\$ 11,457.00				
81	4" Gate Valve R.J.	2.00	EA	\$ 837.00	\$ 1,674.00	2.00	\$ 1,674.00	-	2.00	1,674.00	100%	\$ -	\$ 1,674.00				
82	Standard Valve Box	24.00	EA	\$ 164.00	\$ 3,936.00	24.00	\$ 3,936.00	-	24.00	3,936.00	100%	\$ -	\$ 3,936.00				
83	2" Solid Sleeve R.J.	1.00	EA	\$ 415.00	\$ 415.00	2.00	\$ 830.00	-	2.00	830.00	200%	\$ (415.00)	\$ 830.00				
84	6" Solid Sleeve R.J.	5.00	EA	\$ 321.00	\$ 1,605.00	2.00	\$ 642.00	-	2.00	642.00	40%	\$ (963.00)	\$ 642.00				
85	4" Solid Sleeve R.J.	1.00	EA	\$ 272.50	\$ 272.50	3.00	\$ 817.50	-	3.00	817.50	300%	\$ (545.00)	\$ 817.50				
86	3" Solid Sleeve (Couplings) R.J.	6.00	EA	\$ 262.00	\$ 1,572.00	2.00	\$ 524.00	-	2.00	524.00	33%	\$ (1,048.00)	\$ 524.00				
87	8" 45 Fitting R.J.	10.00	EA	\$ 624.00	\$ 6,240.00	16.00	\$ 9,984.00	-	16.00	9,984.00	160%	\$ (3,744.00)	\$ 9,984.00				
88	6" 45 Fitting (Vertical) R.J.	12.00	EA	\$ 943.00	\$ 11,316.00	25.00	\$ 23,575.00	-	25.00	23,575.00	208%	\$ (12,259.00)	\$ 23,575.00				
89	6" 45 Fitting R.J.	2.00	EA	\$ 332.00	\$ 664.00	6.00	\$ 1,992.00	-	6.00	1,992.00	300%	\$ (1,328.00)	\$ 1,992.00				
90	6" 45 Fitting (Vertical) R.J.	12.00	EA	\$ 527.00	\$ 6,324.00	17.00	\$ 8,959.00	-	17.00	8,959.00	142%	\$ (2,635.00)	\$ 8,959.00				
91	4" 45 Fitting (Vertical) R.J.	2.00	EA	\$ 406.00	\$ 812.00	3.00	\$ 1,218.00	-	3.00	1,218.00	150%	\$ (406.00)	\$ 1,218.00				
92	3" 45 Fitting R.J.	4.00	EA	\$ 247.00	\$ 988.00	4.00	\$ 988.00	-	4.00	988.00	100%	\$ -	\$ 988.00				
93	8" 22 1/2" Fitting R.J.	2.00	EA	\$ 622.00	\$ 1,244.00	1.00	\$ 622.00	-	1.00	622.00	50%	\$ (622.00)	\$ 622.00				
94	8" 11 1/4" Fitting R.J.	4.00	EA	\$ 400.00	\$ 1,600.00	1.00	\$ 400.00	-	1.00	400.00	25%	\$ (1,200.00)	\$ 400.00				
95	8" x 6" Reducing Fitting R.J.	5.00	EA	\$ 478.00	\$ 2,390.00	3.00	\$ 1,434.00	-	3.00	1,434.00	60%	\$ (956.00)	\$ 1,434.00				
96	8" x 4" Reducing Fitting R.J.	1.00	EA	\$ 459.00	\$ 459.00	2.00	\$ 918.00	-	2.00	918.00	200%	\$ (459.00)	\$ 918.00				
97	4" x 3" Reducing Fitting R.J.	2.00	EA	\$ 338.00	\$ 676.00	0.00	\$ -	-	-	-	0%	\$ (676.00)	\$ -				
98	8"x8"x8" TEE R.J.	9.00	EA	\$ 963.00	\$ 8,667.00	10.00	\$ 9,630.00	-	10.00	9,630.00	111%	\$ (963.00)	\$ 9,630.00				
99	8"x8"x8" TEE R.J.	5.00	EA	\$ 916.00	\$ 4,580.00	6.00	\$ 5,496.00	-	6.00	5,496.00	120%	\$ (916.00)	\$ 5,496.00				
100	8"x8"x8" TEE R.J.	2.00	EA	\$ 812.00	\$ 1,624.00	2.00	\$ 1,624.00	-	2.00	1,624.00	100%	\$ -	\$ 1,624.00				
101	8" Plug R.J.	1.00	EA	\$ 320.00	\$ 320.00	3.00	\$ 960.00	-	3.00	960.00	300%	\$ (640.00)	\$ 960.00				
102	5/8"x3/4" Water Service Connection (Short) 8"x1"	11.00	EA	\$ 1,246.00	\$ 13,706.00	11.00	\$ 13,706.00	-	11.00	13,706.00	100%	\$ -	\$ 13,706.00				
103	5/8"x3/4" Water Service Connection (Long) 8"x1"	10.00	EA	\$ 1,549.00	\$ 15,490.00	10.00	\$ 15,490.00	-	10.00	15,490.00	100%	\$ -	\$ 15,490.00				
104	2" Water Service Connection (Short) 8"x2"	1.00	EA	\$ 3,170.00	\$ 3,170.00	1.00	\$ 3,170.00	-	1.00	3,170.00	100%	\$ -	\$ 3,170.00				
				\$ 269,999.00				288,263.00				\$ (22,664.00)					

Total This Estimate

\$ 288,263.00

To Finish Unit Price Items

\$ (22,664.00)

Progress Estimate (S. AVE Sewer)

Contractor's Application

For (contract): CIP 4					Application Number: Pay Application #4									
Application Period: 8/1/15 To 8/31/15					Application Date: 8/31/2015									
ITEM		Bid Quantity	Unit Price	B		C		D	E	F		G	H Total Spent on Unit Price Items	
Specification Section No.	Description			Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	Total \$ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)		
111	Unclassified Excavation	700.00	CV	\$ 0.74	\$ 6,818.00	700.00	\$ 6,818.00	-	-	700.00	6,818.00	100%	\$ -	\$ 6,818.00
113	10" PolyVinyl Chloride (PVC) Pipe (Sewer Main)	710.00	LF	\$ 44.00	\$ 31,240.00	507.00	\$ 35,508.00	-	-	507.00	35,508.00	114%	\$ (4,268.00)	\$ 35,508.00
114	8" PolyVinyl Chloride (PVC) Pipe (Sewer Main)	335.00	LF	\$ 39.00	\$ 13,065.00	335.00	\$ 13,065.00	-	-	335.00	13,065.00	100%	\$ -	\$ 13,065.00
115	Manhole (4' Dia) Standard	10.00	EA	\$ 3,241.00	\$ 32,410.00	10.00	\$ 32,410.00	-	-	10.00	32,410.00	100%	\$ -	\$ 32,410.00
116	Add'l Depth in MH (4' Diameter)	15.00	VF	\$ 225.00	\$ 3,375.00	15.00	\$ 3,375.00	-	-	15.00	3,375.00	100%	\$ -	\$ 3,375.00
117	Sanitary Sewer Service Connection (10"x4")	12.00	CA	\$ 385.00	\$ 4,620.00	12.00	\$ 4,620.00	-	-	12.00	4,620.00	100%	\$ -	\$ 4,620.00
118	Sanitary Sewer Service Connection (8"x4")	4.00	CA	\$ 262.00	\$ 1,048.00	4.00	\$ 1,048.00	-	-	4.00	1,048.00	100%	\$ -	\$ 1,048.00
119	4" PolyVinyl Chloride (PVC) Pipe (Sewer Service Line)	550.00	LF	\$ 35.00	\$ 19,250.00	550.00	\$ 19,250.00	-	-	550.00	19,250.00	100%	\$ -	\$ 19,250.00
120	(PL) Video Inspection of Conduit (Pre-Const)	1,045.00	LF	\$ 3.00	\$ 3,135.00	0.00	\$ -	-	-	-	-	0%	\$ 3,135.00	\$ -
121	(PL) Video Inspection of Conduit (Post-Const)	1,045.00	LF	\$ 3.00	\$ 3,135.00	0.00	\$ -	-	-	-	-	0%	\$ 3,135.00	\$ -
				\$ -	\$ -								\$ -	\$ -
				\$ 118,096.00						116,094.00		\$ 2,002.00		
						Total This Estimate		\$ 116,094.00			To Finish Unit Price Items		\$ 2,002.00	

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: September 10, 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.

Weddle Signs	800276032
CREDITOR	TRUST NO.

<u>18 West Cherokee Avenue McAlester, OK 74501</u>
MAILING ADDRESS

<u>Removal of signs at the school</u>	<u>Invoice: 67540</u>
ITEM	ITEM NO.

<u>September 2, 2015</u>	<u>CIP #4</u>	<u>\$2,260.00</u>
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: September 10, 2015

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City



WEDDLE SIGNS

HTW Enterprises Inc.
18 West Cherokee Avenue
McAlester Oklahoma 74501-5215
Phone 918-423-4619 Fax 423-2181

INVOICE

CITY OF MCALESTER
PO BOX 578
MCALESTER, OK
74502

RECEIVED
SEP 09 2015

BY: *EX*



P.O. NO.	TERMS	INVOICE DATE	INVOICE #	DUE DATE
	Purchase Order	7/27/2015	67540	7/28/2015
QTY	DESCRIPTION	RATE	AMOUNT	
1.00	Removed one double faced LED message center and main I.D sign in front of Puterbaugh School and hauled to shop for storage and to prep for new install at a latter date. Removed one double faced Main I.D sign in front of the Will Rodgers School and also hauled to shop to prep for new installation at a new date.	2,260.00	2,260.00	
			Subtotal	\$2,260.00
			Sales Tax	\$0.00
			TOTAL	\$2,260.00
			Payments/Credits	\$0.00
			Balance Due	\$2,260.00



Oklahoma Municipal Assurance Group

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

September 10, 2015

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



RE: Member : City of McAlester
Claimant : Michael Eddy
Date of Loss : 8/15/2015
Claim No. : 200982-LR

Dear Ms. Middleton:

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

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

Thus to begin the 180-day statute of limitations prior to 11/17/15, you must deny this claim in writing before 11/17/15. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

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

Sincerely,


Lori Randall
Claims Examiner



Oklahoma Municipal Assurance Group

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

September 10, 2015

Michael Eddy
1402 E. South Ave
McAlester, OK 74501

RE: Member : City of McAlester
 Claimant : Michael Eddy
 Date of Loss : 8/15/2015
 Claim No. : 200982-LR

Dear Mr. Eddy:

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

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

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

Sincerely,

Lori Randall
Claims Examiner

cc: City of McAlester



Oklahoma Municipal Assurance Group

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

August 21, 2015

Michael Eddy
1402 E. South Ave
McAlester, OK 74501

Re: Member	:	City of McAlester
Claimant	:	Michael Eddy
Date of Loss	:	8/15/2015
Claim Number	:	200982-LR

Dear Mr. Eddy,

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

Sincerely,

Lori Randall
Claims Examiner

LR/as

cc: City of McAlester

Cora Middleton

From: Cora Middleton
Sent: Thursday, August 20, 2015 12:09 PM
To: 'claimsdepartment@omag.org'
Subject: Notice of Tort Claim
Attachments: Email statement.pdf; Jared Eddy Damage Report 8-17-15 E Miami.docx; Notice of Tort Claim.pdf; photos.pdf

To Whom it May Concern;

Attached is a claim for auto damage that allegedly occurred on August 15, 2015. The vehicle belongs to Jared Eddy. Please process. If you have question please do not hesitate to contact me.

Thank you,

Cora

Cora Middleton

From: Douglas Basinger
Sent: Tuesday, August 18, 2015 2:28 PM
To: Peter Stasiak; Toni Ervin; Cora Middleton
Subject: Jared Eddy damage claim
Attachments: Jared Eddy Damage Report 8-17-15 E. Miami.docx; 2156_001.pdf

Pete, Toni, and Cora,

Attached is the report and pictures from Jared Eddy's damage claim. This occurred on E. Miami where we are having people detour near the South St. project. Jared Eddy is the inspector on this project and I believe most of our projects.

John and Tommy both stated they were unaware the road was sunken this far. It could be due to the added traffic or was simply missed. Tommy responded and is attempting to fix this problem by feathering in some asphalt. He says this section of road will need to be repaired also when the other project is done.

I haven't received his estimate yet but was told it could be \$1400.00.

Doug

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the

City of McAlester

Public entity you are filing this claim against.

AUG 18 2015

[Signature]

PLEASE PRINT OR TYPE AND SIGN

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

CLAIMANT(S) Michael Jared Eddy
ADDRESS 1402 E. South Ave.
McAlester, OK 74501

CLAIMANT(S) SOCIAL SECURITY NO. 014-28-6680
CLAIMANT(S) DATE OF BIRTH 09/27/1977
PHONE: HOME (918) 519-1213 BUS. (918) 427-4877

Continue on another sheet if needed
for any information requested)

- DATE AND TIME OF INCIDENT 08/15/15 11:00 a.m. 1 p.m.
- LOCATION OF INCIDENT Approximately the 1500 block of E. Main
- DESCRIBE INCIDENT Main is a narrow road that is currently a detour. I had to move over to the far right side of the road due to oncoming traffic. There is a ledge in the existing concrete panel where it has fallen (the panel). The ledge caught my front and rear passenger wheels and tires causing damage to both.
- LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

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

Describe injury _____

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

NAME OF DOCTOR OR HOSPITAL _____

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

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

VEHICLE NAME Honda BODY TYPE Accord EX-L YEAR 2012

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

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS _____

PROPERTY DAMAGE (Attach repair bills or two estimates) \$ _____
LIST OTHER DAMAGES CLAIMED \$ _____
TOTAL PROPERTY \$ _____

5. NAME OF YOUR INSURANCE CO. Amica POLICY NO. 9507351003 AMOUNT CLAIMED _____ AMOUNT RECEIVED _____

6. The names of any witnesses known to you.

Name	Address	Phone Number

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

TOTAL CLAIM \$ 807.20

Michael J. Eddy
SIGNATURE(S)

8/18/2015
DATE

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

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

This Notice of Tort Claim was received by Cora Middleton
(Title) City Clerk, on August 18, 2015

For further information on this claim contact Doug Basinger
(Title) Safety / Risk Mgmt. Officer, by telephone at (918) 433-9300 ext. 4934

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

Photos, Damage Report, Repair Estimate

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

	Name	Title/Position	Telephone
1.	<u>Tommy Hill</u>	<u>Streets Foreman</u>	<u>(918) 434-8092</u>
2.			
3.			
4.			

Submitted by: Cora Middleton Date August 19, 2015
Title: City Clerk

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

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

T & B TIRE AND AUTOMOTIVE

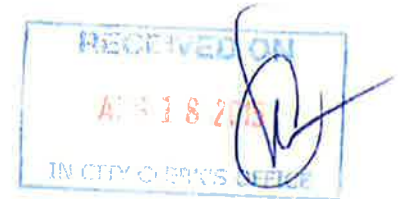
1803 east college ave MCALESTER, OK 74501
PHONE 918-426-5005

Phone # 918-426-5005

Fax # 918-426-5010

Date	Estimate #
8/18/2015	2081

Name / Address
MICHAEL EDDY



			Project
Description	Qty	Rate	Total
245/35R20 TOYO HP EXTENSA	2	123.00	246.00T
OKLAHOMA STATE DISPOSAL FEE	2	2.50	5.00
WHEEL/HEELS HL845	2	245.00	490.00T
		Subtotal	\$741.00
		Sales Tax (9.0%)	\$66.24
		Total	\$807.24

CERTIFICATE OF TITLE

STATE OF OKLAHOMA

VEHICLE IDENTIFICATION NUMBER

1HGCP2F8XCA051104

BODY TYPE

4D

AGENT NO.

6107

YEAR

2012

MAKE

HOND

TITLE NO.

610712352011

DATE 1st SOLD

11/27/2012

ODOMETER

5346

ACTUAL

DATE ISSUED

12/17/2012

TYPE OF TITLE

ORIGINAL

DATE INS.
LOSS OR SALVAGE

NAME AND ADDRESS OF VEHICLE OWNER



MICHAEL OR CARRIE S. EDDY

1402 E SOUTH AVE

MCALESTER

OK 74501-7259

THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIEN(S):

11/27/2012 09:00 AMERICAN HONDA FINANCE CORP

It is hereby certified that, according to the records of the Oklahoma Tax Commission, the person named hereon is the owner of the vehicle described above which is subject to a lien(s) as shown; however, the vehicle may be subject to other liens or security interests.

CONTROL NO. 123526107A8045

27650494

(This is not a title number)



IF REGISTERED
OWNER (SELLER) IS
A LICENSED DEALER,
PLACE OKLAHOMA
MOTOR VEHICLE TAX
STAMP HERE

ASSIGNMENT OF TITLE BY REGISTERED OWNER (If Dealer, List License # Here: _____)

I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate.

Purchaser(s) Name (Type or Print): _____

Purchaser(s) Complete Address: _____

Actual Purchase Price of Vehicle: _____

I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTUAL MILEAGE of the vehicle UNLESS one of the accompanying statements is checked:

☐ ☐ ☐ ☐ ☐ ☐ (NO TENTHS)

☐ 1. The odometer has exceeded its mechanical limits.

☐ 2. The odometer reading is NOT the actual mileage. Warning — Odometer Discrepancy

Signature of Seller(s): _____ Printed Name of Seller(s): _____

Subscribed and Sworn to Before me this _____ Day of _____, 20____

Notary Public: _____ Commission Expiration: _____

Notarization required only of seller's signature(s). Affix notary seal/stamp to the right.

Signature of Buyer(s): _____ Printed Name of Buyer(s): _____

Affix
Notary Seal / Stamp
Here

VOID IF ALTERED









McAlester City Council

AGENDA REPORT

Meeting Date:	<u>09/22/2015</u>	Item Number:	<u>1</u>
Department:	<u>Fire Department</u>		
Prepared By:	<u>Brett Brewer</u>	Account Code:	<u></u>
Date Prepared:	<u>09/14/2015</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u>1</u>

Subject

Discussion and possible action, on acceptance and authorization for the Mayor to sign an agreement between the City of McAlester and Dr. Jason McElyea, as Medical Director for the McAlester Fire/EMS Department.

Recommendation

Motion to approve the agreement.

Discussion

With the pending retirement of Dr. Staggs, we have recently received notice from him that he will be resigning as our medical director. As an emergency medical service provider, we are required to operate under a medical director's supervision. We have several medics that have advanced their skills and are now at the Paramedic level; because of that, we are looking for a director with experience in emergency medicine, as well as, someone who is willing to work with all of our medics to help them to better serve the citizens of McAlester. We are happy to announce that Dr. Jason McElyea has agreed to act as the Medical Director for the McAlester Fire/EMS Department. We believe Dr. McElyea will be a great asset to the McAlester Fire Department and recommend the acceptance of this agreement.

Approved By

Department Head
City Manager

P. Stasiak

Initial
BB

PJS

Date
09/14/2015

9-16-15

Professional Medical Service Agreement.

I, Jason A McElyea D.O., agree to serve as medical director of the McAlester fire department ambulance service for and in consideration for the payment by the City of McAlester, Oklahoma of gross pay per period \$1,071. This amount is to be paid on the city's current schedule of every ~~semi-monthly~~ ^{monthly} for employees.

This payment is to cover:

- physicians procurement of his own medical malpractice and liability for medical director services
- 12-24 hours of chart review and EMS education monthly
- Assistance in maintaining compliance with OSDH
- Establishment/review of protocols for starting a paramedic service.
- Consult with medical personnel regarding deviations from regulations as needed.
- Run report audits for quality assurance

These services/this contract may be terminated by either party with 30 days written notice.

There will be a yearly review of the terms of this contract effective on the date of execution.

Sincerely,



Jason McElyea, D.O.

9-15-15

9-12-2015

To Whom It May Concern:

Effective 10/1/2015 I resign as Medical Director of McAlester Fire Department. If Dr. McElyea chooses to start earlier I will gladly change my effective date as deemed necessary. Please take the necessary steps to remove me as responsible party from all applicable components of EMS.

Regards,

A handwritten signature in black ink, appearing to read "D. Staggs", written in a cursive style.

Dennis Staggs, D.O.

McAlester Fire Department Medical Director.

EMS
City of McAlester
McAlester, OK 74501

Re: Medical Director

To Whom It May Concern:

Please be advised that I accept the offer to become the new medical director for the emergency medical service at the McAlester Fire Department, to become effective upon completion of a contract with the city of McAlester on or before October 1, 2015.

Please make whatever arrangements regarding this position that are necessary in order to transfer this position from the previous medical director to myself. Upon signing the necessary contracts I will accept the required responsibilities for this position.

I look forward to an exciting and professional relationship with the McAlester Fire Department. If you require any additional information, or if I can be of further assistance in this matter, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. McElyea', with a stylized, flowing script.

Jason A McElyea, D.O.

Jason A McElyea, D.O.

3209 W. Houston Place
Broken Arrow, Ok 74012
(918)698-1943

EDUCATION

University of Science and Arts of Oklahoma; Bachelor of Science, 2001-2004

- Majors: Physics, Biology, Natural Science
- Minors: Chemistry, Math, Liberal Arts

Oklahoma State University College of Osteopathic Medicine; Doctor of Osteopathic Medicine, 2005-2009

Oklahoma State University Center for Health Sciences; Family Medicine Residency, 2009-2012

CURRENT EMPLOYMENT:

McAlester Regional Health Center Interim DME and Program Director for Family Medicine residency August, 2013 – Present

- Oversight of residents, coordination of rotations, routine academics and lectures.
Assuring compliance with AOA basic standards

McAlester Regional Health Center Emergency Department Physician-Staff

- Level III Emergency Medicine Department, 35-40,000 patients per year

PREVIOUS EMPLOYMENT

Oklahoma State University, Family Medicine Resident, July 2009-June 2012

- Oklahoma State University Medical Center, Chairman of the Chiefs Council and Chief Resident, 2012
 - Planning/Scheduling of residents, Conflict Resolution, Teaching
 - Management of 156 Residents and Fellows, Coordination of Resident Compliance

Cleveland Area Hospital, Cleveland, Oklahoma; Part time Emergency Room Physician

Holdenville General Hospital, Holdenville, Oklahoma; Locum Tenums Emergency Room Physician

13minutes.net

- Computer Programmer(2000-2001)
- Web Designer (1999-2000)

PREVIOUS TEACHING EXPERIENCE

University of Science and Arts of Oklahoma:

- General Physics II Instructor (Spring 2002)
- Electronics Lab Instructor and Course Author (Summer 2003)

- Resident Advisor (2001-2003)

CERTIFICATION

American Osteopathic Board of Family Medicine/OMT, Board Certified, 2012
Advanced Trauma Life Support, 2013
National Board of Osteopathic Medical Examiners (Parts 1,2,3) Top 20%, 2010
Advanced Cardiac Life Support, 2011
Pediatric Advanced Life Support, 2011
Advanced Life Support in Obstetrics, 2009

LICENSURE

Current-Oklahoma #4928
Current DEA # FM2111778

PROFESSIONAL SOCIETIES

Chair of Graduate Medical Education Committee (Mcalester Regional Healthcare Center)
Oklahoma State Trauma Board
American Osteopathic Association
American Board of Osteopathic Family Physicians
Congress of the College of Osteopathic Family Physicians (2012) Resident Representative
Osteopathic Medical Consortium of Oklahoma (2013-present) Board Member
Osteopathic Medical Consortium of Oklahoma (2011-2012) Resident Representative
Maternal/Fetal Medicine Committee OSU (2010-2012) Resident Representative
Library Development Committee OSU (2009-2010)

PERSONAL

Married to an Osteopathic Family Medicine Physician
One daughter
Interests include 5K runs, Dogs, Infrared Signaling Interfaces/Protocols, DIY Projects



McAlester City Council

AGENDA REPORT

Meeting Date: September 22, 2015
Department: Finance
Prepared By: Toni Ervin
Date Prepared: September 15, 2015

Item Number: 2
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Discussion and update on Financials.

Recommendation

Discussion.

Discussion

Discussion on City of McAlester's Financials as of June 30, 2015 end of the fiscal year.

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

9-16-15

City of McAlester
Financial Summary for Fiscal Year Ending June 30, 2015

GENERAL FUND AT A GLANCE				
	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL	% OF BUDGET
BEGINNING FUND BALANCE	\$ 1,995,542	\$ 1,995,542	\$ 1,995,542	
REVENUES	12,676,034	12,747,016	12,601,129	98.86%
EXPENDITURES	(13,289,088)	(13,741,111)	(12,979,941)	94.46%
REVENUES OVER (UNDER) EXPENDITURES BEFORE TRANSFERS	\$ (613,054)	\$ (994,095)	\$ (378,812)	
TRANSFERS IN	\$ 1,899,224	\$ 1,899,224	\$ 1,899,224	100.00%
TRANSFERS OUT	(1,286,170)	(2,038,695)	(2,038,695)	100.00%
NET TRANSFERS	\$ 613,054	\$ (139,471)	\$ (139,471)	
INCREASE (DECREASE) TO BEGINNING CARRYOVER BALANCE	\$ -	\$ (1,133,566)	\$ (518,283)	
ENDING CARRYOVER BALANCE	\$ 1,995,542	\$ 861,976	\$ 1,477,259	

MPWA FUND AT A GLANCE				
	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL	% OF BUDGET
BEGINNING FUND BALANCE	\$ 1,348,793	\$ 1,348,793	\$ 1,348,793	
REVENUES	8,822,142	8,822,142	8,330,718	94.43%
EXPENDITURES	(6,922,918)	(7,110,206)	(6,548,492)	92.10%
REVENUES OVER (UNDER) EXPENDITURES BEFORE TRANSFERS	\$ 1,899,224	\$ 1,711,936	\$ 1,782,226	
TRANSFERS IN	\$ -	\$ -	\$ -	
TRANSFERS OUT	(1,899,224)	(2,595,881)	(2,223,703)	85.66%
	\$ (1,899,224)	\$ (2,595,881)	\$ (2,223,703)	
INCREASE (DECREASE) TO BEGINNING CARRYOVER BALANCE	\$ -	\$ (883,945)	\$ (144,215)	
ENDING CARRYOVER BALANCE	\$ 1,348,793	\$ 464,848	\$ 1,204,578	

CITY OF MCALESTER
FINANCIAL REPORT (UNAUDITED)
AS OF JUNE 30, 2015

01 -GENERAL FUND
FINANCIAL SUMMARY

YEAR COMPLETED : 100.00

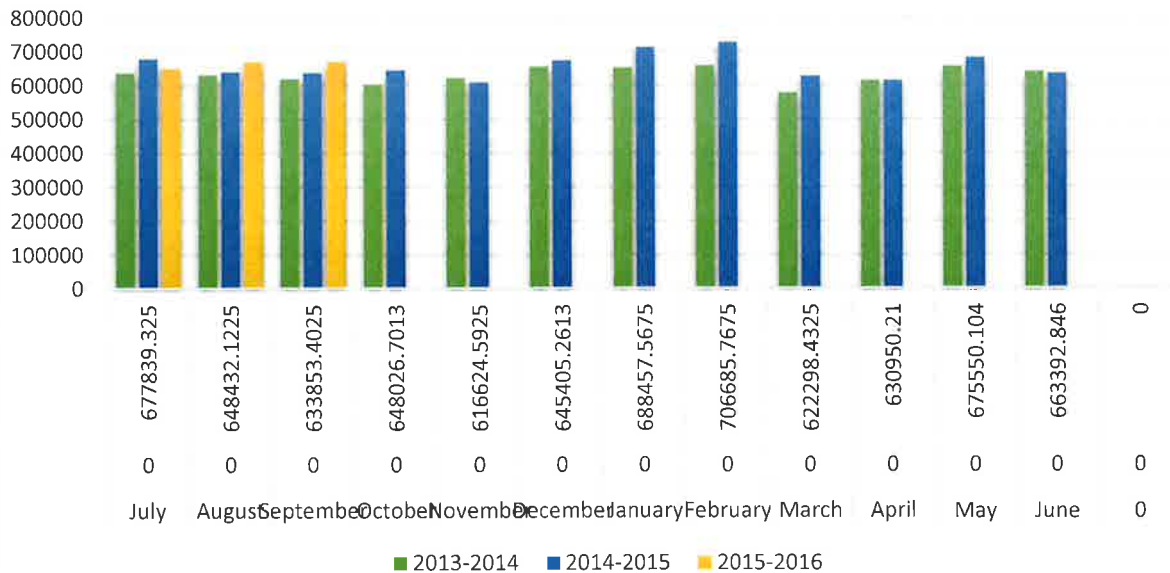
	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET BALANCE	% OF BUDGET	2014-2015 Y-T-D ACTUAL	% OF TOTAL	2013-2014 PRIOR YEAR	% OF TOTAL	YEAR TO YEAR CHANGE	% OF BUDGET
REVENUE SUMMARY										
TAXES	9,642,898	9,642,898	21,349	99.78 %	9,621,550	76.35%	9,306,598	74.60%	314,951	3.27%
LICENSES AND PERMITS	82,300	82,300	-19,977	124.27 %	102,277	0.81%	141,134	1.13%	-38,857	-37.99%
GRANTS	25,300	96,282	42,765	55.58 %	53,517	0.42%	42,658	0.34%	10,859	20.29%
CHARGES FOR SERVICES	2,034,100	2,034,100	183,191	90.99 %	1,850,909	14.69%	2,079,088	16.67%	-228,180	-12.33%
FINES AND FORFEITURES	755,500	755,500	-116,908	115.47 %	872,408	6.92%	758,963	6.08%	113,445	13.00%
MISCELLANEOUS	135,936	135,936	35,467	73.91 %	100,469	0.80%	146,243	1.17%	-45,774	-45.56%
TOTAL REVENUE	12,676,034	12,747,016	145,886.77	98.86 %	12,601,129	100.00%	12,474,685	100.00%	126,444.54	1.00%
EXPENDITURE SUMMARY										
101-CITY COUNCIL	107,060	124,492	6,378	94.88 %	118,114	0.91%	92,774	0.71%	25,340	21.45%
210-CITY MANAGER	370,908	394,616	8,785	97.77 %	385,831	2.97%	342,060	2.61%	43,771	11.34%
211-FINANCE	251,058	281,687	1,902	99.32 %	279,785	2.16%	243,320	1.86%	36,464	13.03%
212-CITY CLERK	109,438	117,074	9,909	91.54 %	107,165	0.83%	92,433	0.71%	14,731	13.75%
213-MUNICIPAL COURT	173,217	281,768	1,865	99.34 %	279,903	2.16%	193,091	1.47%	86,812	31.01%
214-LEGAL	74,029	129,239	1,018	99.21 %	128,221	0.99%	183,906	1.40%	-55,686	-43.43%
225-INFORMATION SERVICES	184,623	170,406	8,061	95.27 %	162,345	1.25%	147,242	1.12%	15,103	9.30%
320-CID CRIMINAL INVEST	649,155	665,978	17,714	97.34 %	648,264	4.99%	563,689	4.30%	84,575	13.05%
321-PATROL	2,936,932	3,107,351	103,318	96.68 %	3,004,033	23.14%	2,899,654	22.12%	104,378	3.47%
322-ANIMAL CONTROL	54,494	52,380	6,601	87.4 %	45,779	0.35%	57,284	0.44%	-11,505	-25.13%
324-COMMUNICATIONS	176,115	222,902	13,896	93.77 %	209,006	1.61%	207,986	1.59%	1,020	0.49%
431-FIRE	3,240,595	3,386,467	158,993	95.31 %	3,227,474	24.87%	3,249,037	24.78%	-21,563	-0.67%
432-E M S	165,186	110,269	13,517	87.74 %	96,752	0.75%	85,765	0.65%	10,987	11.36%
542-PARKS	782,949	799,359	28,677	96.41 %	770,682	5.94%	930,210	7.10%	-159,528	-20.70%
543-SWIMMING POOL	130,469	134,977	14,419	89.32 %	120,558	0.93%	115,612	0.88%	4,946	4.10%
544-RECREATION	295,161	285,012	32,648	88.55 %	252,364	1.94%	226,595	1.73%	25,769	10.21%
547-CEMETERY	338,926	343,479	2,210	99.36 %	341,269	2.63%	346,021	2.64%	-4,752	-1.39%
548-FACILITY MAINTENANCE	273,512	292,767	13,002	95.56 %	279,765	2.16%	282,044	2.15%	-2,279	-0.81%
652-PLANNING & COMM DEV	374,260	406,755	101,385	75.07 %	305,370	2.35%	266,032	2.03%	39,339	12.88%
653-HUMAN RESOURCES/RISK	206,471	206,471	16,077	92.21 %	190,394	1.47%	179,510	1.37%	10,883	5.72%
865-STREETS	1,347,279	1,488,246	155,184	89.57 %	1,333,062	10.27%	1,697,160	12.95%	-364,098	-27.31%
215-INTERDEPARTMENTAL	1,047,251	739,416	45,611	93.83 %	693,805	5.35%	708,993	5.41%	-15,188	-2.19%
TOTAL EXPENDITURES	13,289,088	13,741,111	761,170	94.46 %	12,979,941	100.00%	13,110,419	100.00%	-130,478	-1.01%
REVENUE OVER/(UNDER) EXPENDITURES	-613,054	-994,095	-615,283	38.11 %	-378,812		-635,735		256,923	-67.82%
APPROP. FUND BALANCE	0	1,133,566	1,133,566	0 %	0		0		0	
OTHER FINANCING SOURCES	1,899,224	1,899,224	0	100 %	1,899,224		1,760,943		138,281	7.28%
OTHER FINANCING USES	1,286,170	2,038,695	0	100 %	2,038,695		993,963		1,044,732	51.25%
NET OTHER SOURCES & USES	613,054	994,095	1,133,566	-14.03 %	-139,471		766,980		-906,451	649.92%
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER USE	0	0	518,283	0 %	-518,283		131,245		-649,528	125.32%

SALES TAX COLLECTION - GENERAL FUND

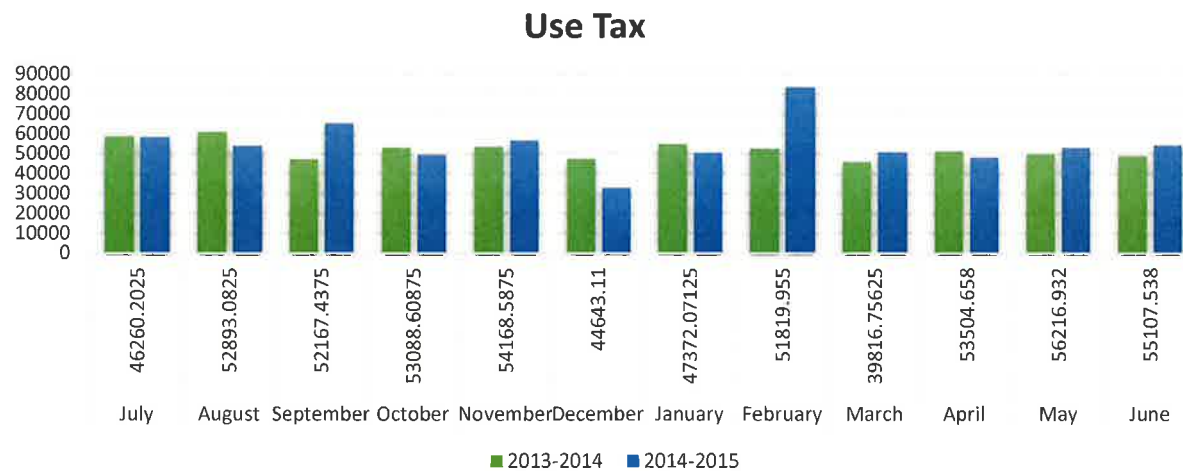
Year - to - Date Comparison

Month	2013-2014	2014-2015	2015-2016
July	638,883	678,826	651,128
August	632,369	639,149	670,479
September	619,254	637,490	671,817
October	602,907	646,480	
November	621,063	609,468	
December	655,147	673,245	
January	653,898	713,781	
February	658,527	728,463	
March	578,831	627,860	
April	614,862	613,352	
May	655,718	680,791	
June	639,904	634,765	
	7,571,363	7,883,669	

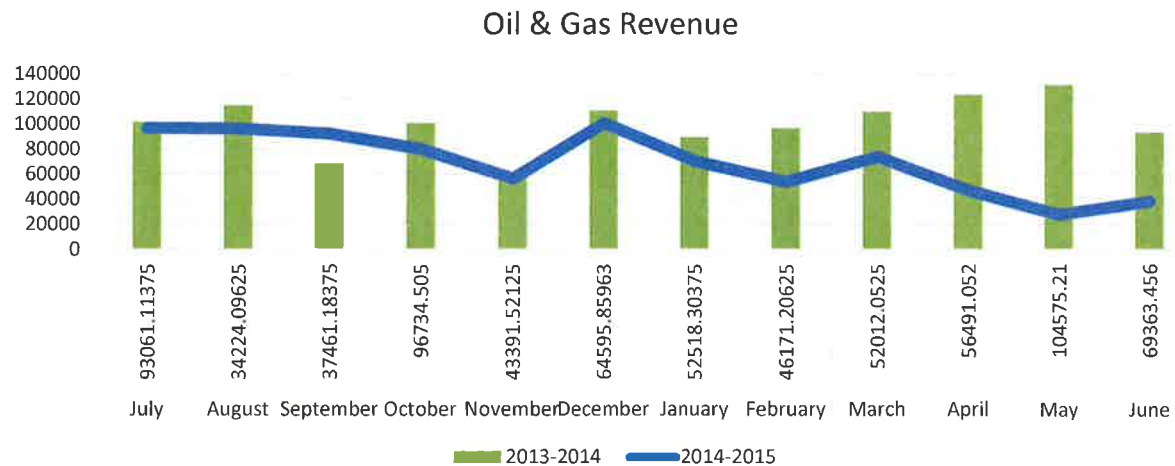
Sales Tax



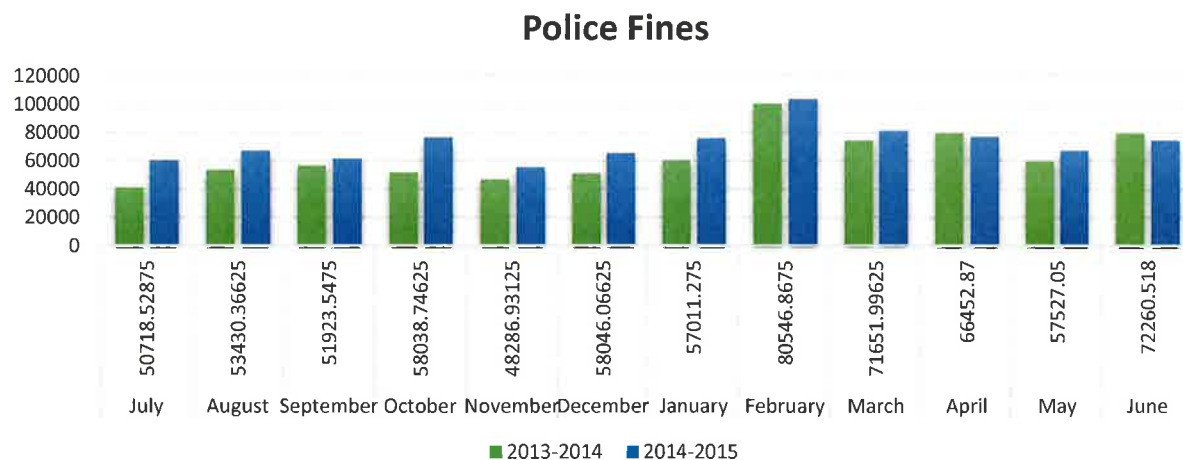
GENERAL FUND REVENUES



Use Tax has increased over previous year.



2014-2015 Blue line illustrates the steady decline in Oil & Gas Revenue compared to previous year.



This graph displays collection in Police Fines have remained consistent.

CITY OF MCALESTER
FINANCIAL REPORT (UNAUDITED)
AS OF JUNE 30, 2015

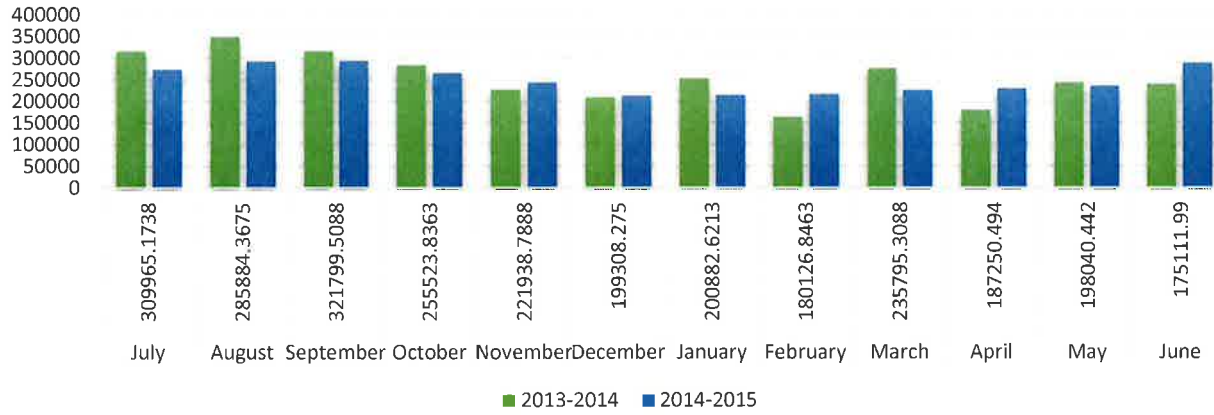
02- MPWA
 FINANCIAL SUMMARY

YEAR COMPLETED : 100.00

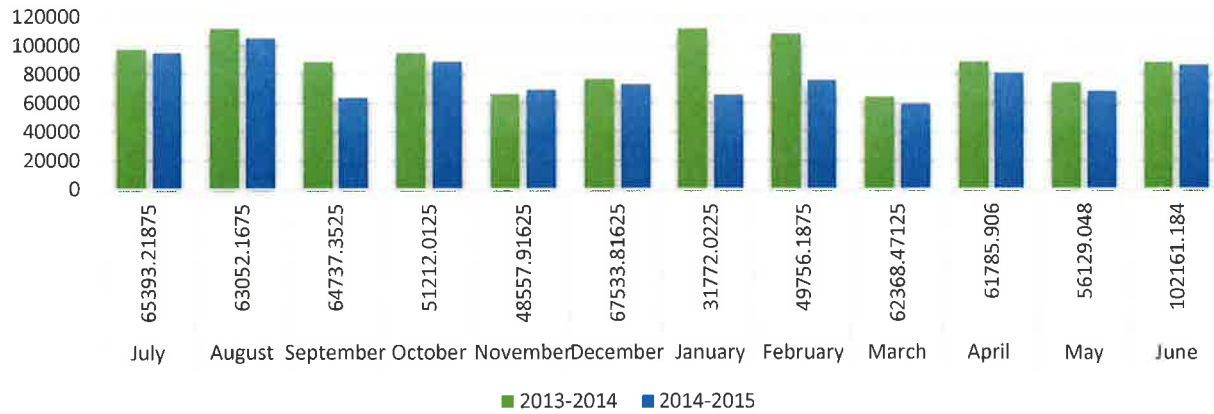
	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET BALANCE	% OF BUDGET	2014-2015 Y-T-D ACTUAL	% OF TOTAL	2013-2014 PRIOR YEAR	% OF TOTAL	YEAR TO YEAR CHANGE	% OF CHANGE
REVENUE SUMMARY										
CHARGES FOR SERVICES	8,781,142	8,781,142	490,308.26	94.42%	8,290,834	99.52%	8,462,776.52	99.50%	-171,943	-2.07%
MISCELLANEOUS	41,000	41,000	1,116.01	97.28%	39,884	0.48%	42,891.78	0.50%	-3,008	-7.54%
TOTAL REVENUE	8,822,142	8,822,142	491,424	94.43%	8,330,718	100.00%	8,505,668	100.00%	-174,951	-2.10%
EXPENDITURE SUMMARY										
216-UTILITY BILL & COLL	547,998	530,183	55,090	89.61%	475,093	7.25%	497,057	7.55%	-21,965	-4.62%
864-LANDFILL	193,187	201,234	4,593	97.72%	196,641	3.00%	231,936	3.52%	-35,296	-17.95%
866-REFUSE COLLECTION	1,862,240	1,953,606	13,088	99.33%	1,940,518	29.63%	1,907,997	28.97%	32,521	1.68%
871-ENGINEERING	393,644	393,657	32,354	91.78%	361,303	5.52%	409,688	6.22%	-48,385	-13.39%
973-WASTEWATER TREATMENT	727,091	780,796	60,809	92.21%	719,987	10.99%	776,061	11.78%	-56,074	-7.79%
974-WATER TREATMENT	1,448,796	1,387,829	10,175	99.27%	1,377,654	21.04%	1,313,967	19.95%	63,687	4.62%
975-UTILITY MAINTENANCE	947,154	1,007,400	175,929	82.54%	824,704	12.59%	748,739	11.37%	75,965	9.21%
267-INTERDEPARTMENTAL	802,808	855,501	202,910	76.28%	652,591	9.97%	700,215	10.63%	-47,624	-7.30%
TOTAL EXPENDITURES	6,922,918	7,110,206	554,947	92.10%	6,548,492	100.00%	6,585,661	100.00%	-37,169	-0.57%
REVENUE OVER/(UNDER) EXPENDITUR	1,899,224	1,711,936	(63,523)	103.71%	1,782,226		1,920,006		(63,523)	-3.56%
APPROP. FUND BALANCE	-	883,945	883,945		-		-		883,945	
OTHER FINANCING USES	1,899,224	2,595,881	372,178	85.66%	2,223,703		1,888,742		372,178	16.74%
NET OTHER SOURCES & USES	(1,899,224)	(1,711,936)	511,767	129.89%	(2,223,703)		(1,888,742)		511,767	-23.01%
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER USES	-	-	448,244		(441,477)		31,264		448,244	-101.53%

MPWA REVENUES

Water Sales



WATER DISTRICTS & WHOLESALE





McAlester City Council

AGENDA REPORT

Meeting Date: September 22, 2015 Item Number: 3
Department: Public Works / Engineering
Prepared By: John C. Modzelewski, P.E., CFM Account Code: _____
Date Prepared: September 16, 2015 Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon, Change Order No. 4 to the contract with Carstensen Contracting, Inc for the construction of CIP#2 Improvements and authorize the Mayor to sign Change Order No. 4.

Recommendation

Motion to approve Change Order No. 4 to the contract with Carstensen Contracting, Inc and authorizing the Mayor to sign Change Order No. 4. The Change Order will add 125 days to the project.

Discussion

This Change Order includes:

- 1) adding 101 days due to rain days and wet ground conditions. This includes 71 weather days and 30 wet condition days
- 2) adding 10 days for Change Order #2
- 3) adding 14 days for Change Order #3

These additional days change the date of Substantial Completion to August 21, 2015 and Final Completion to September 30, 2015.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	09/16/15
City Manager	P. Stasiak <i>PJS</i>	<i>9-16-15</i>

CITY OF McALESTER, OKLAHOMA

CHANGE ORDER NO. 4

OWNER: CITY OF McALESTER

DATE OF AGREEMENT: October 7, 2014

CONTRACTOR: Carstensen Contracting, Inc.

DATE OF CHANGE ORDER: August 6, 2015

PROJECT: CIP#2 A Street and 6th Street

The following changes are made to the CONTRACT Documents:

1) adding 101 days due to rain days and wet ground conditions. This includes 71 weather days and 30 wet condition days

2) adding 10 days for Change Order #2

3) adding 14 days for Change Order #3

These additional days change the date of Substantial Completion to August 21, 2015 and Final Completion to September 30, 2015.

JUSTIFICATION:

Original CONTRACT Price:	\$ 2,882,649.25
--------------------------	-----------------

Present CONTRACT Price:	\$2,880,077.08
-------------------------	----------------

The CONTRACT price due to this
Change Order No. 4 will be

(Increased) (Decreased) by:	\$ 0.00
-----------------------------	---------

The new CONTRACT price including this Change Order will be:	\$2,880,077.08
--	----------------

THE DAYS NEEDED FOR COMPLETION OF THIS WORK WILL BE: 125 days

CONTRACTOR:
Carstensen Contracting, Inc.

OWNER:
City of McAlester

By: 

Steve Harrison, Mayor

ENGINEER:
EST, Inc.
Consulting Engineers

By: _____

Construction Manager



Resident Engineer
EST



CARSTENSEN CONTRACTING Time extension request

Note: This is a NO COST Change Order to extend the contract extra days due to Rain delays, Wet Ground Conditions, CO 002 and CO 003

CIP 2 - A Street and 6th Street

Item	Description	Quantity	Unit
1	Rain Days and Wet Ground Conditions	101	Days
2	CO Inlet extension A and Miami	10	Days
3	CO Inlet and extra sidewalk 6th Street	14	Days
Total Extra Days		125	Days
Original Substantial Completion		April 18, 2015	
Original Final Completion		May 28, 2015	
New Substantial Completion		August 21, 2015	
New Final Completion		September 30, 2015	

John Dea
Carstensen Contracting

[Signature]
Engineer
Resident Engineer
EST
9/16/15

August 6, 2015

John Modzelewski
City of McAlester
McAlester, OK 74501

Project: 2013 Street Reconstruction Program; Project #2
Subject: Request Time Extension Due to Weather Delays

Dear John,

Carstensen Contracting would like to formally submit a time extension to the City of McAlester on the 2013 Street Reconstruction Program, Project #2 due to substantial weather delays.

The project has received considerable amounts of snow, rain, and freezing conditions over the last several Months which has delayed the Carstensen Contracting crews from performing work as it was originally scheduled. Crews have experienced some complete rain out days but have also made an effort to work partial days as weather permitted to try and continue with production. The weather has caused frozen and wet ground conditions which takes multiple days to dry in order to allow for workable conditions where work can proceed.

Attached to this letter is a calendar showing the weather days that have caused delay on the project to date and the past weather reports from:

weather underground at <http://www.wunderground.com/history/>

Oklahoma Mesonet at https://www.mesonet.org/index.php/weather/station_monthly_summaries

The below values summarize the identified weather days.

Weather Days – 71 Days

Wet Ground Conditions – 30 Days

Total Days Delayed - 101 Days

CCI would like to move the substantial completion date from April 18, 2015 to July 25, 2015 and Final Completion from May 28, 2015 to September 6, 2015.

Sincerely,



Joshua Dede
Project Manager
Carstensen Contracting, Inc.

Jan-15						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Mar-15						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				



May-15						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Jul-15						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Feb-15						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

Apr-15						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Jun-15						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

 Actual Rain Days
 wet subgrade/healing subgrade



Daily Weather History & Observations

2015	Temp. (°F)			Dew Point (°F)			Humidity (%)			Sea Level Press. (in)			Visibility (mi)			Wind (mph)			Precip. (in)	Events
181	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg	high	sum	
	37	34	30	35	30	18	97	86	61	30.43	30.28	30.22	10	6	1	8	2	-	0.18	1 Rain
	39	37	35	38	36	34	97	94	89	30.27	30.16	29.98	10	5	1	8	5	-	0.36	2 Rain, Thunderstorm
	44	42	39	39	38	37	96	90	81	30.08	29.93	29.84	10	8	2	12	5	-	0.06	3 Rain
	41	30	19	35	19	10	85	67	43	30.74	30.44	30.10	10	10	6	24	13	39	0.01	4 Snow
	43	30	18	20	14	9	81	51	28	30.74	30.55	30.31	10	10	10	14	6	24	0.00	
	46	36	27	27	23	20	85	58	42	30.49	30.42	30.35	10	10	10	14	6	23	0.00	
	30	23	14	20	7	-3	64	48	30	30.95	30.79	30.47	10	10	9	31	17	45	0.00	Snow
	33	20	8	14	6	1	83	56	31	30.85	30.50	30.27	10	10	10	21	5	29	0.00	
	33	26	18	16	9	3	84	50	28	30.64	30.56	30.38	10	10	10	20	8	28	0.00	Snow
	37	28	19	18	10	5	59	45	30	30.58	30.45	30.32	10	10	10	10	4	17	0.00	
	39	34	30	37	33	19	96	90	54	30.32	30.21	30.11	10	6	1	9	5	-	0.02	1 Rain
	37	34	32	36	31	22	96	85	61	30.52	30.36	30.20	10	7	1	20	9	29	0.00	Snow
	39	32	24	21	19	15	75	61	46	30.58	30.48	30.42	10	10	10	14	9	-	0.00	
	42	32	23	24	20	16	81	60	45	30.44	30.36	30.29	10	10	10	6	2	-	0.00	
	55	42	30	25	23	20	79	55	31	30.33	30.28	30.24	10	10	10	12	2	-	0.00	
	63	44	24	33	27	21	88	57	26	30.30	30.20	30.06	10	10	9	13	4	-	0.00	
	63	51	39	37	33	27	67	53	30	30.22	30.02	29.91	10	10	10	17	10	24	0.00	
	68	47	26	29	25	21	84	45	17	30.26	30.16	30.04	10	10	10	22	7	30	0.00	
	66	54	39	34	30	26	77	46	26	30.02	29.98	29.93	10	10	9	10	6	-	0.00	
	63	48	33	35	32	28	89	62	28	30.20	30.05	29.96	10	10	10	20	5	28	0.00	
	55	42	30	41	32	28	96	76	38	30.27	30.23	30.18	10	7	0	12	2	-	0.00	Fog
	48	42	37	38	36	31	97	85	52	30.43	30.36	30.29	10	9	4	13	8	21	0.51	22 Rain
	48	38	28	33	29	25	89	71	41	30.31	30.21	30.12	10	10	8	14	6	21	0.00	
	60	44	27	35	30	24	92	66	34	30.15	30.05	29.92	10	10	10	10	6	-	0.00	
	57	48	37	36	33	30	76	55	36	30.16	29.97	29.85	10	10	10	26	12	36	0.00	Rain
	71	48	25	37	31	23	92	64	25	30.20	30.11	30.00	10	9	4	15	3	-	0.00	
	75	54	34	39	35	31	89	53	23	30.19	30.11	30.05	10	10	10	8	2	-	0.00	
	78	64	51	42	39	37	61	41	24	30.09	30.01	29.91	10	10	10	15	7	28	0.00	
	57	50	42	43	34	30	65	52	43	30.51	30.29	29.99	10	10	10	20	10	30	0.00	Rain
	52	41	30	31	29	25	85	59	35	30.54	30.46	30.33	10	10	8	8	4	-	0.00	
	52	48	44	43	33	27	93	61	41	30.31	30.10	29.86	10	8	2	10	6	21	0.23	31 Rain

report this as

Daily Weather History & Observations

2015	Temp. (°F)			Dew Point (°F)			Humidity (%)			Sea Level Press. (in)			Visibility (mi)			Wind (mph)			Precip. (in)	Events
Feb.	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg	high	sum	
	48	38	25	47	37	13	97	80	57	30.34	29.95	29.81	10	7	2	22	10	34	0.31	Rain, Snow
	37	27	17	19	13	8	75	59	38	30.45	30.37	30.29	10	10	9	21	10	29	0.00	Snow
	55	41	27	27	23	18	75	51	28	30.32	30.21	30.12	10	10	10	17	7	25	0.00	
	61	46	30	43	33	25	92	74	52	30.38	30.18	30.02	10	7	2	24	11	34	0.00	Rain, Snow
	36	30	23	25	22	17	82	69	59	30.51	30.43	30.37	10	10	9	21	12	29	0.00	Snow
	57	44	30	39	32	25	82	66	45	30.39	30.26	30.11	10	10	6	22	9	29	0.00	
	68	56	43	47	42	38	89	66	39	30.08	29.92	29.79	10	9	5	17	12	30	0.00	
	75	60	44	51	46	38	86	65	29	29.99	29.86	29.77	10	10	8	13	7	25	0.00	
	66	52	39	41	39	36	93	62	37	30.17	30.10	29.99	10	10	6	14	5	17	0.00	
	68	50	33	38	36	32	96	66	30	30.10	30.02	29.91	10	7	2	12	5	17	0.00	
	57	48	37	38	34	25	73	60	44	30.38	30.19	29.99	10	9	6	17	8	29	0.00	Rain
	45	36	28	24	18	14	75	49	30	30.54	30.44	30.37	10	10	8	17	11	28	0.00	
	62	45	28	32	25	18	76	49	29	30.35	30.25	30.14	10	10	7	20	6	24	0.00	
	78	54	30	36	32	27	88	53	18	30.24	30.15	30.05	10	9	6	16	4	23	0.00	
	52	42	32	34	30	26	88	66	38	30.14	30.06	30.01	10	9	4	9	5	17	0.09	15 Rain
	32	26	19	29	25	16	93	87	78	30.25	30.08	30.01	10	5	1	22	11	28	0.19	16 Rain, Snow, Thunderstorm
	50	34	18	31	24	14	92	70	39	30.27	30.20	30.09	10	8	4	23	4	29	0.00	Rain
	43	31	19	20	16	10	89	55	36	30.43	30.35	30.25	10	10	10	14	4	18	0.00	
	48	34	21	18	14	10	66	43	24	30.45	30.31	30.12	10	10	10	12	5	20	0.00	
	55	46	37	53	37	17	90	75	43	30.09	29.88	29.68	10	8	3	15	6	23	0.00	Rain
	59	48	37	55	39	35	97	83	55	30.13	29.88	29.68	10	7	1	17	9	24	0.01	21 Rain
	42	34	25	34	25	16	89	78	66	30.57	30.36	30.13	10	6	0	23	13	30	0.24	22 Fog, Snow
	25	22	19	18	16	10	86	78	53	30.66	30.56	30.43	10	5	0	16	12	26	0.11	23 Fog, Snow
	36	28	21	23	18	15	81	68	48	30.44	30.22	29.99	10	10	8	7	4	-	0.00	
	48	38	28	28	25	23	82	66	41	30.04	29.90	29.79	10	10	8	6	2	-	0.00	
	36	30	24	29	15	8	78	59	45	30.52	30.30	29.98	10	10	9	26	15	34	0.00	Snow
	24	22	19	17	13	7	85	72	51	30.61	30.53	30.48	10	5	0	16	8	20	0.07	27 Fog, Snow
	30	26	21	30	24	18	96	88	80	30.51	30.40	30.33	9	3	1	6	4	-	0.16	28 Rain, Snow

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Daily Weather History & Observations

2015	Temp. (°F)			Dew Point (°F)			Humidity (%)			Sea Level Press. (in)			Visibility (mi)			Wind (mph)			Precip. (in)	Events
	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg	high	sum	
Mar	35	32	30	31	30	28	96	90	82	30.47	30.37	30.32	10	4	2	10	4	-	0.01	Rain
	41	36	32	38	33	27	97	89	78	30.45	30.32	30.13	10	4	0	13	7	16	0.00	Fog
	51	44	37	48	43	37	100	95	86	30.12	29.94	29.84	10	4	0	14	7	22	0.04	Fog, Rain
	46	35	24	46	30	19	100	89	80	30.41	30.13	29.86	9	3	0	25	12	36	0.44	Fog, Rain, Snow
	41	30	18	21	17	13	88	65	40	30.63	30.54	30.36	10	9	1	16	10	29	0.00	
	52	36	21	28	23	18	86	59	37	30.58	30.51	30.43	10	10	10	16	6	21	0.00	
	63	46	28	32	29	24	85	52	28	30.45	30.36	30.25	10	10	10	13	6	20	0.00	
	55	50	46	42	37	32	80	59	45	30.24	30.15	30.08	10	10	10	15	5	22	0.00	
	50	48	46	48	46	42	97	92	80	30.12	30.05	29.96	10	5	2	8	3	-	0.67	9 Rain
	59	49	41	50	46	39	97	90	70	30.15	30.02	29.93	10	6	0	9	5	-	0.01	10 Fog, Rain
	73	54	35	50	40	34	100	84	28	30.32	30.21	30.15	10	4	0	10	1	-	0.00	Fog
	70	57	45	52	48	42	90	74	51	30.25	30.16	30.08	10	10	9	9	4	18	0.00	Rain
	57	55	53	55	53	51	100	94	86	30.10	29.98	29.91	10	3	0	17	7	28	1.39	13 Fog, Rain
	57	55	53	54	51	47	94	87	74	30.22	30.08	29.94	10	4	1	29	15	47	0.37	14 Rain
	71	58	45	54	50	44	97	74	49	30.34	30.27	30.21	10	9	4	8	3	-	0.00	
	75	62	48	56	52	48	100	80	43	30.25	30.18	30.03	10	6	1	14	5	23	0.00	
	73	65	57	56	51	46	83	65	46	30.13	30.08	30.02	10	10	10	16	9	18	0.00	
	57	55	53	54	51	46	97	87	69	30.09	30.02	29.96	10	7	2	7	3	-	0.04	18 Rain
	60	54	50	52	50	48	100	92	75	30.09	30.02	29.98	10	4	0	16	4	23	0.09	19 Fog, Rain
	61	54	48	49	47	44	96	82	60	30.22	30.15	30.09	10	8	2	14	9	22	0.25	20 Rain
66	57	48	54	49	43	93	75	50	30.20	30.14	30.04	10	10	10	7	2	-	0.00		
66	58	50	51	49	46	94	80	54	30.08	30.04	29.99	10	10	6	6	2	-	0.07	22 Rain	
78	60	44	53	48	43	100	77	40	30.14	30.07	29.95	10	6	0	10	3	-	0.00	Fog	
82	72	62	61	54	47	76	55	42	29.94	29.86	29.78	10	10	9	20	12	36	0.01	24 Rain, Thunderstorm	
84	70	57	61	57	50	93	70	37	29.92	29.84	29.67	10	9	1	22	9	33	0.34	25 Rain, Thunderstorm	
61	50	41	57	43	28	94	74	30	30.17	30.04	29.83	10	8	2	25	14	36	0.21	26 Rain, Thunderstorm	
57	48	39	38	35	31	83	61	37	30.24	30.15	30.05	10	10	10	21	8	26	0.00		
73	59	45	45	37	31	71	50	29	30.14	30.07	30.00	10	10	10	10	4	17	0.00		
80	62	46	49	43	36	71	52	33	30.14	30.04	29.98	10	10	10	14	7	26	0.00		
81	62	45	61	47	39	90	60	28	30.21	30.11	30.01	10	10	6	10	4	-	0.00		
87	74	64	65	62	59	90	68	43	30.02	29.92	29.84	10	9	6	12	6	22	0.00		

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Daily Weather History & Observations

2015	Temp. (°F)			Dew Point (°F)			Humidity (%)			Sea Level Press. (in)			Visibility (mi)			Wind (mph)			Precip. (in)	Events
Apr	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg	high	sum	
	81	72	62	64	60	44	88	75	27	30.01	29.87	29.76	10	9	2	16	8	30	0.09	Rain, Thunderstorm
	84	74	66	65	63	61	87	71	54	29.84	29.77	29.72	10	9	7	20	13	31	0.00	
	73	64	53	66	52	35	81	63	42	30.33	29.99	29.72	10	9	7	25	17	37	0.00	Rain
	69	55	42	35	29	20	67	41	18	30.45	30.32	30.18	10	10	10	13	7	-	0.00	
	55	50	46	54	45	33	94	76	47	30.17	30.03	29.91	10	9	3	13	7	21	0.26	Rain
	81	68	55	66	61	53	96	82	58	29.94	29.88	29.80	10	8	5	16	9	28	0.00	
	82	76	69	66	65	64	87	72	58	29.93	29.88	29.84	10	10	6	21	12	29	0.00	
	80	74	69	66	64	62	81	72	54	29.90	29.83	29.74	10	10	7	20	12	30	0.00	
	84	72	57	65	57	36	81	58	32	30.09	29.82	29.72	10	10	9	22	14	31	0.00	Thunderstorm
	71	58	46	45	38	33	80	53	26	30.24	30.16	30.11	10	10	8	17	10	23	0.00	
	78	62	48	47	41	36	80	51	23	30.20	30.10	29.99	10	10	10	9	5	-	0.00	
	80	66	55	64	55	42	84	62	50	30.00	29.92	29.84	10	10	10	12	7	22	0.00	
	70	64	55	66	59	48	97	89	72	30.09	29.97	29.86	10	5	0	38	11	48	2.41	Fog, Rain, Thunderstorm
	57	55	53	54	51	46	97	88	67	30.12	30.07	29.99	10	6	2	13	8	18	0.16	Rain
	68	60	55	57	55	53	97	90	68	30.00	29.96	29.92	10	5	0	7	2	-	0.01	Fog, Rain
	81	67	54	62	57	52	94	74	45	30.05	29.97	29.89	10	10	10	9	4	-	0.00	
	80	68	57	66	60	56	96	77	47	30.05	29.96	29.91	10	10	6	9	3	-	0.00	
	80	70	60	62	60	55	97	80	54	29.97	29.88	29.75	10	9	2	16	6	26	0.31	Rain, Thunderstorm
	72	63	53	57	54	43	93	74	57	29.89	29.74	29.66	10	10	9	22	6	31	0.04	Rain, Thunderstorm
	69	56	44	43	37	28	86	56	24	30.01	29.96	29.89	10	10	10	16	7	28	0.00	
	75	58	42	49	44	39	93	62	33	30.04	29.96	29.88	10	10	10	15	5	24	0.01	Rain
	70	60	53	60	55	48	93	82	65	30.04	29.94	29.87	10	9	2	14	5	17	0.30	Rain, Thunderstorm
	70	64	59	60	58	56	93	83	70	30.01	29.95	29.90	10	9	2	9	5	16	0.02	Rain
	66	63	60	63	58	54	93	85	78	29.92	29.81	29.62	10	10	6	14	8	21	0.12	Rain
	86	72	57	61	57	51	94	70	31	29.67	29.62	29.67	10	10	10	14	10	23	0.00	
	84	70	57	64	59	54	90	70	49	29.83	29.71	29.65	10	9	1	10	6	17	0.51	Rain, Thunderstorm
	66	60	53	61	53	44	94	79	52	30.00	29.86	29.76	10	8	1	17	11	26	1.42	Rain, Thunderstorm
	60	54	48	51	49	46	93	84	62	30.13	30.07	30.01	10	9	3	12	8	-	0.19	Rain
	78	60	43	52	45	41	93	66	30	30.06	29.99	29.92	10	10	7	13	3	-	0.00	
	81	63	46	55	49	45	93	65	31	30.00	29.96	29.93	10	9	4	9	2	17	0.00	

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Daily Weather History & Observations

2015	Temp. (°F)			Dew Point (°F)			Humidity (%)			Sea Level Press. (in)			Visibility (mi)			Wind (mph)			Precip. (in)	Events
May	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg	high	sum	
	81	64	48	51	48	45	93	59	30	30.12	30.06	30.00	10	10	10	7	1	-	0.00	
	81	66	52	54	51	46	89	59	36	30.09	30.03	29.98	10	10	10	12	3	20	0.00	
	82	71	60	58	55	52	78	56	39	30.02	29.96	29.93	10	10	10	20	8	25	0.00	
	82	74	64	62	57	50	81	59	36	30.11	30.04	29.98	10	10	10	13	6	22	0.00	
	79	69	61	66	61	54	94	79	62	30.10	30.02	29.92	10	9	2	14	7	26	0.18	5 Rain, Thunderstorm
	80	72	64	66	64	62	94	76	62	30.00	29.94	29.87	10	9	2	14	10	24	0.67	6 Rain
	81	72	63	69	64	59	93	82	54	29.97	29.90	29.83	10	7	1	25	10	34	1.37	7 Rain, Thunderstorm
	82	72	64	71	66	62	97	88	69	30.04	29.94	29.83	10	7	0	38	5	54	1.38	8 Fog, Rain, Thunderstorm
	72	68	64	67	64	62	97	90	78	30.01	29.88	29.81	10	8	1	23	8	31	0.88	9 Rain, Thunderstorm
	77	69	63	70	68	58	100	90	85	29.98	29.89	29.82	10	4	0	17	9	30	2.65	10 Fog, Rain, Thunderstorm
	71	62	54	61	50	43	93	65	42	30.19	30.07	29.91	10	10	10	15	8	20	0.00	
	73	62	51	62	49	44	92	66	37	30.34	30.25	30.19	10	10	10	8	4	-	0.00	
	70	62	55	63	58	52	94	85	61	30.22	30.12	30.03	10	7	1	10	6	21	0.71	13 Rain
	82	74	66	69	65	63	94	83	60	30.08	30.04	29.95	10	10	7	15	9	26	0.02	14 Rain
	77	72	66	70	67	64	94	84	76	30.03	29.96	29.87	10	9	2	13	8	20	0.77	15 Rain, Thunderstorm
	84	76	69	70	67	65	90	75	58	29.94	29.85	29.73	10	10	7	17	9	28	0.00	Rain, Thunderstorm
	80	72	64	70	64	62	94	84	64	30.03	29.89	29.78	10	7	1	25	14	36	1.32	17 Rain, Thunderstorm
	87	76	66	72	68	65	96	81	51	30.15	30.08	30.02	10	8	0	8	3	-	0.00	Fog
	84	74	66	70	67	63	96	82	54	30.14	30.05	29.92	10	8	2	12	3	20	0.77	19 Rain, Thunderstorm
	71	65	59	68	63	52	97	87	75	30.16	30.00	29.90	10	8	2	15	7	18	0.69	20 Rain, Thunderstorm
	68	60	54	52	49	48	90	70	54	30.26	30.21	30.15	10	10	10	15	11	23	0.00	
	61	58	54	59	55	50	93	89	72	30.25	30.18	30.13	10	7	2	9	3	-	0.94	22 Rain, Thunderstorm
	77	68	60	70	65	59	94	89	78	30.17	30.06	29.92	10	7	0	15	6	28	0.84	23 Fog, Rain, Thunderstorm
	71	67	62	68	63	60	97	93	87	29.98	29.92	29.83	10	5	0	14	7	21	6.06	24 Fog, Rain, Thunderstorm
	81	70	62	70	64	60	97	89	69	29.95	29.88	29.75	10	6	0	20	6	30	0.98	25 Fog, Rain, Thunderstorm
	82	71	60	70	63	60	100	83	54	30.04	29.95	29.87	10	10	6	13	6	18	0.01	26 Rain
	79	72	68	69	67	61	94	82	84	30.13	30.05	29.98	10	9	2	12	4	-	0.09	27 Rain, Thunderstorm
	82	74	66	71	66	64	96	88	67	30.15	30.06	29.92	10	6	1	12	5	20	1.07	28 Rain, Thunderstorm

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Daily Weather History & Observations

2015	Temp. (°F)			Dew Point (°F)			Humidity (%)			Sea Level Press. (in)			Visibility (mi)			Wind (mph)			Precip. (in)	Events
Jun	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg	high	sum	
	82	68	53	66	58	53	100	82	42	30.13	30.08	30.01	10	6	0	5	0	-	0.00	Fog
	84	73	62	66	64	61	94	72	53	30.05	29.99	29.91	10	10	10	9	3	17	0.00	
	88	77	68	67	65	63	87	67	51	29.96	29.92	29.87	10	10	10	10	6	-	0.00	
	89	79	70	69	67	64	84	67	49	30.01	29.97	29.91	10	10	10	9	5	-	0.00	
	91	80	70	71	68	65	87	68	46	30.12	30.02	29.96	10	10	7	8	4	-	0.00	
	93	80	68	72	69	66	94	70	45	30.04	29.98	29.91	10	8	3	6	2	-	0.00	
	93	80	69	70	68	64	93	66	39	29.97	29.91	29.85	10	9	6	13	5	23	0.00	
	91	82	73	74	70	68	91	69	48	29.97	29.92	29.87	10	10	7	9	5	-	0.00	
	95	80	66	70	65	57	93	63	28	29.94	29.89	29.82	10	10	8	5	1	-	0.00	
	93	80	66	70	67	64	90	62	38	29.87	29.82	29.75	10	10	10	8	2	-	0.00	
	93	84	75	70	68	66	79	60	44	29.85	29.78	29.73	10	10	10	15	7	23	0.30	
	91	83	75	72	70	68	85	69	47	29.92	29.84	29.77	10	10	10	18	8	21	0.30	
	87	78	69	73	70	67	96	84	61	29.98	29.89	29.82	10	6	0	25	7	39	2.64	Fog, Rain, Thunderstorm
	88	80	73	75	72	70	94	83	61	29.97	29.92	29.88	10	9	1	16	7	30	0.86	Rain, Thunderstorm
	88	80	73	75	72	70	96	87	59	30.03	29.99	29.93	10	7	1	17	6	17	0.56	Rain, Thunderstorm
	82	77	72	76	72	70	97	91	74	30.10	30.05	29.99	10	7	0	10	3	20	0.58	Fog, Rain, Thunderstorm
	79	76	73	74	72	70	100	93	82	30.05	29.91	29.81	10	5	0	14	5	24	0.03	Fog, Rain
	75	73	71	73	71	69	97	92	87	29.92	29.76	29.66	10	5	1	20	11	29	0.88	Rain
	91	80	68	77	70	67	96	75	47	30.02	29.94	29.89	10	10	10	7	4	-	0.00	
	88	81	75	74	72	71	85	74	58	29.99	29.94	29.89	10	10	10	17	6	23	0.00	
	84	78	73	73	72	68	91	79	69	30.10	30.03	29.95	10	9	2	17	9	24	0.09	Rain
	91	82	75	74	72	70	94	73	57	30.07	30.02	29.98	10	10	9	20	10	30	0.00	
	93	82	73	76	72	70	91	69	48	30.14	30.10	30.03	10	10	9	12	7	20	0.00	
	93	83	73	75	72	70	93	71	80	30.14	30.09	30.03	10	10	7	12	5	20	0.00	
	93	83	73	74	72	69	87	68	49	30.07	30.01	29.93	10	10	10	13	5	20	0.00	
	93	82	72	74	71	67	94	78	52	29.96	29.93	29.84	10	8	1	21	7	28	0.10	Rain, Thunderstorm
	86	77	68	71	66	60	93	71	43	30.06	30.01	29.94	10	10	10	12	7	20	0.00	
	89	75	62	66	64	60	96	68	43	30.04	29.99	29.92	10	9	5	8	2	20	0.00	
	95	82	70	74	66	59	81	62	41	29.98	29.93	29.86	10	10	10	13	6	22	0.00	Thunderstorm
	93	80	66	75	69	63	93	70	50	30.01	29.95	29.90	10	10	10	8	2	-	0.00	

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Daily Weather History & Observations

2015	Temp. (°F)			Dew Point (°F)			Humidity (%)			Sea Level Press. (in)			Visibility (mi)			Wind (mph)			Precip. (in)	Events
	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg	high	sum	
Jul																				
	91	83	75	73	72	70	90	69	48	29.96	29.91	29.87	10	10	9	17	10	25	0.00	
	89	82	73	73	71	69	93	75	59	29.96	29.89	29.84	10	9	1	17	12	25	0.42	2 Rain, Thunderstorm
	89	80	71	75	70	65	94	80	63	29.95	29.91	29.85	10	9	0	24	8	43	0.92	3 Rain, Thunderstorm
	91	80	70	75	70	66	93	81	57	29.97	29.93	29.88	10	10	2	12	4	21	0.12	4 Rain, Thunderstorm
	91	80	70	75	72	67	93	75	55	30.04	29.97	29.91	10	9	6	13	6	21	0.00	
	87	82	77	75	73	70	84	74	61	30.02	29.95	29.86	10	10	9	13	7	24	0.00	
	87	80	73	74	73	69	96	82	65	29.99	29.95	29.90	10	8	0	15	8	23	0.85	7 Fog, Rain, Thunderstorm
	78	76	73	74	73	70	97	91	84	29.99	29.95	29.89	10	6	0	26	10	37	1.43	8 Fog, Rain, Thunderstorm
	89	80	73	74	72	70	93	79	59	30.07	30.01	29.96	10	9	2	15	6	26	0.12	9 Rain, Thunderstorm
	90	82	73	72	70	68	87	68	51	30.09	30.04	30.01	10	10	10	13	7	21	0.00	
	91	83	75	72	70	68	82	67	52	30.12	30.07	30.03	10	10	10	19	7	22	0.00	
	93	83	75	74	71	69	79	66	53	30.06	30.00	29.93	10	10	10	16	7	23	0.00	
	95	85	77	77	73	70	79	67	52	29.94	29.85	29.78	10	10	10	15	8	21	0.00	
	95	85	77	77	74	72	84	69	56	29.85	29.81	29.77	10	10	10	10	7	-	0.00	
	93	85	77	75	72	69	82	66	52	29.92	29.88	29.84	10	10	10	12	5	-	0.00	
	93	82	73	72	70	68	85	64	45	29.94	29.90	29.86	10	10	8	14	6	23	0.00	
	93	85	77	74	71	69	79	65	49	29.94	29.89	29.85	10	10	10	16	7	22	0.00	
	95	86	78	75	73	70	81	66	52	29.96	29.92	29.88	10	10	10	16	7	20	0.00	
	95	86	77	75	72	70	82	64	47	30.00	29.94	29.89	10	10	10	12	6	-	0.00	
	97	84	73	78	74	70	91	68	51	29.94	29.88	29.80	10	10	10	12	5	18	0.00	
	91	84	78	76	73	69	85	70	50	29.93	29.86	29.82	10	10	10	16	5	23	0.00	
	91	82	73	78	75	72	97	85	57	29.94	29.88	29.81	10	8	2	10	5	-	0.35	7 Rain, Thunderstorm
	96	88	79	77	73	70	77	65	52	29.94	29.90	29.86	10	10	10	12	6	-	0.00	
	97	87	77	78	73	70	79	64	44	29.99	29.94	29.90	10	10	10	12	5	-	0.00	
	98	85	73	75	72	68	91	66	39	29.98	29.92	29.87	10	10	10	9	4	-	0.00	
	98	85	73	74	72	68	93	65	39	29.93	29.89	29.85	10	10	7	12	2	-	0.00	
	98	86	75	74	72	71	90	64	44	29.94	29.89	29.85	10	10	10	9	3	17	0.00	
	96	86	75	73	70	65	87	59	41	29.95	29.91	29.88	10	10	10	12	6	21	0.00	
	99	86	73	75	70	66	84	62	36	30.06	30.00	29.96	10	10	10	5	1	-	0.00	
	99	86	75	75	73	70	91	67	43	30.11	30.06	30.03	10	10	6	21	4	39	0.00	Thunderstorm
	93	82	73	73	70	65	91	71	44	30.13	30.08	30.01	10	10	10	6	3	-	0.04	31

report this ad

RESOURCES CLIMATOLOGICAL DATA SUMMARY

January 2015

TIME ZONE: Midnight-Midnight CST

(MCA) McAlester

Nearest City: 4.0 S McAlester

County: Pittsburg

Latitude: 34-52-56

Longitude: 95-46-51

Elevation: 755 feet

DAY	TEMPERATURE (°F)				DEG DAYS		HUMIDITY (%)			RAIN	PRESSURE (in)		WIND SPEED (mph)			SOLAR	4" SOIL TEMPERATURE							
	MAX	MIN	AVG	DEWPT	HDD	CDD	MAX	MIN	AVG	(in)	STN	MSL	DIR	AVG	MAX	(MJ/m²)	SOD	BARE	MAX	MO				
1	36	29	32.4	28.0	33	0	99	67	84	0.26	29.48	30.29	N	1.9	11.4	1.66	40.1	37.3	39					
2	39	35	37.1	36.8	28	0	100	97	99	0.54	29.33	30.14	NE	3.7	13.1	1.25	41.3	39.8	41					
3	43	39	40.0	38.6	24	0	100	85	95	0.26	29.10	29.91	SW	4.9	18.3	2.80	42.5	42.0	44					
4	42	19	27.0	18.1	35	0	92	46	70	0.00	29.66	30.48	NNW	10.8	33.9	12.50	40.3	37.7	42					
5	43	16	30.2	14.9	36	0	90	29	56	0.00	29.70	30.52	S	5.9	22.2	12.52	37.6	35.4	39					
6	46	26	36.4	23.9	29	0	93	43	62	0.00	29.58	30.40	NNE	5.2	21.7	11.99	38.6	37.7	45					
7	31	13	24.2	8.1	43	0	71	29	51	0.00	29.93	30.76	NNE	13.1	40.9	10.57	37.4	34.6	36					
8	35	7	20.2	7.0	44	0	91	30	60	0.00	29.64	30.46	SSW	5.2	27.0	11.09	35.2	32.7	33					
9	33	17	25.2	9.6	40	0	91	28	55	0.00	29.70	30.52	N	7.3	26.2	11.88	34.7	32.4	33					
10	38	16	28.1	11.0	38	0	82	30	50	0.00	29.60	30.42	S	5.1	20.0	5.86	34.4	32.2	32					
11	39	30	34.9	33.0	31	0	100	55	93	0.05	29.38	30.19	S	NA	15.6*	2.39	35.4	32.5	33					
12	37	31	34.7	31.2	31	0	100	67	87	0.00	29.55	30.37	N	10.0	26.6	1.85	37.6	34.3	37					
13	39	23	30.2	19.7	34	0	81	47	65	0.00	29.64	30.46	NNE	6.0	18.8	12.18	37.3	35.9	42					
14	41	21	32.3	21.5	34	0	93	47	66	0.00	29.52	30.34	N	2.2	8.6	7.89	37.6	36.5	41					
15	55	28	38.1	24.4	24	0	90	32	61	0.00	29.44	30.26	NW	3.0	16.2	12.91	39.9	40.0	48					
16	63	22	42.5	27.6	22	0	98	25	63	0.00	29.38	30.19	SW	4.6	19.5	13.31	40.2	40.1	49					
17	62	36	48.7	33.5	16	0	76	31	57	0.00	29.20	30.01	S	8.0	22.4	12.17	42.6	43.0	51					
18	68	23	48.6	24.9	19	0	95	17	48	0.00	29.34	30.15	SSW	7.7	27.1	13.73	42.2	42.0	49					
19	66	37	50.8	29.8	13	0	86	25	48	0.00	29.17	29.98	SSW	3.9	14.6	10.61	44.4	44.8	53					
20	62	31	45.1	32.8	19	0	97	29	67	0.00	29.23	30.04	NNE	5.0	24.7	10.59	44.3	43.9	51					
21	55*	29*	42.0*	33.1*	23*	0*	100*	41*	74*	0.00*	29.40*	30.22*	NNE*	3.9*	15.4*	8.23*	43.7*	42.6*	49*					
22	47	35	39.7	36.7	24	0	99	51	90	0.65	29.52	30.34	NE	5.2	20.0	2.39	43.7	42.4	44					
23	48	26	37.0	29.4	28	0	97	42	77	0.00	29.38	30.19	NNW	5.7	21.2	12.45	43.3	42.1	49					
24	59	25	41.3	30.8	23	0	97	37	70	0.01	29.22	30.03	SW	5.2	15.7	14.07	42.2	41.4	51					
25	57	35	48.3	33.4	19	0	84	37	58	0.00	29.16	29.96	NNW	11.6	37.5	13.68	44.1	43.9	50					
26	70	25	44.0	31.8	17	0	99	26	69	0.00	29.28	30.09	SW	4.2	18.2	14.02	43.8	43.2	52					
27	75	32	53.0	35.2	12	0	97	22	58	0.00	29.29	30.10	SW	2.6	12.2	14.23	45.9	47.2	57					
28	78	47	63.9	39.5	2	0	67	24	42	0.00	29.20	30.01	SSW	7.6	24.1	12.96	48.3	49.9	57					
29	60	41	50.8	35.1	14	0	69	45	55	0.00	29.47	30.28	N	9.6	29.6	11.85	48.9	48.4	52					
30	52	28	41.9	29.2	25	0	96	34	63	0.00	29.62	30.44	NE	3.4	11.5	10.40	46.4	44.7	51					
31	51	43	45.8	32.3	18	0	96	44	61	0.48	29.31	30.12	SSE	5.5	19.7	5.21	46.8	45.6	48					
	51*	28*	39.2*	27.1*	←- Monthly Averages →-							29.43*	30.25*	NNE*			5.9*	40.9*	9.65*	41.3*	40.2*	45*		
Temperature - Highest: 78*							Degree Days - Total HDD: 800*					Number of Days With:												
Lowest: 7*							Total CDD: 0*					Tmax ≥ 90: 0* Rainfall ≥ 0.01 inch: 7*												
Rainfall: Monthly Total: 2.25* in.							Humidity - Highest: 100*					Tmax ≤ 32: 1* Rainfall ≥ 0.10 inch: 5*												
Greatest 24 Hr: 0.65* in.							Lowest: 17*					Tmin ≤ 32: 22* Avg Wind Speed ≥ 10 mph: 4*												
												Tmin ≤ 0: 0* Max Wind Speed ≥ 30 mph: 3*												

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* Denotes incomplete record

Monthly data generated at 2015-04-02 13:07:31 UTC

(MCAL) McAlester
Latitude: 34-52-56

Nearest City: 4.0 S McAlester
Longitude: 95-46-51

County: Pittsburg
Elevation: 755 feet

DAY	TEMPERATURE (°F)				DEG DAYS		HUMIDITY (%)			RAIN	PRESSURE (in)		WIND SPEED (mph)			SOLAR	4" SOIL TEMPERATURE			
	MAX	MIN	AVG	DEWPT	HDD	CDD	MAX	MIN	AVG	(in)	STN	MSL	DIR	AVG	MAX	(MJ/m²)	SOD	BARE	MAX	MO
1	48	24	39.5	33.6	29	0	99	62	80	0.37	29.19	30.00	NNW	13.7	32.6	6.46	46.2	44.2	47	
2	36	15	24.6	13.7	39	0	86	37	64	0.00	29.52	30.34	N	6.0	26.8	15.50	40.6	36.8	42	
3	56	23	39.9	23.5	26	0	89	28	55	0.00	29.39	30.20	S	6.6	21.9	15.00	40.8	39.3	48	
4	60	28	43.3	34.5	21	0	98	54	73	0.02	29.31	30.12	S	9.7	33.9	11.92	43.6	43.2	53	
5	36	22	29.8	22.5	36	0	87	62	75	0.00	29.59	30.40	N	6.9	27.3	6.74	41.9	38.5	41	
6	57	29	42.7	32.8	22	0	90	46	69	0.00	29.43	30.24	SSW	8.3	25.0	15.62	42.8	41.9	50	
7	67	41	53.1	42.2	11	0	93	41	69	0.00	29.10	29.91	S	10.3	31.4	16.00	45.6	46.3	54	
8	75	42	57.5	46.3	7	0	92	30	70	0.00	29.06	29.86	S	5.1	24.5	14.66	49.6	51.9	61	
9	65	38	51.1	39.4	13	0	96	39	67	0.00	29.28	30.09	NNE	5.0	16.6	16.18	49.8	50.5	59	
10	67	31	48.7	36.4	16	0	100	30	67	0.00	29.20	30.01	SSE	4.4	18.1	16.00	49.2	48.8	58	
11	58	37	46.0	34.4	18	0	83	45	64	0.00	29.36	30.17	NNE	7.7	26.4	8.05	48.4	46.7	51	
12	45	27	36.2	19.4	29	0	85	28	53	0.00	29.61	30.43	NNE	6.8	25.5	16.83	46.0	42.9	50	
13	62	29	43.2	24.9	20	0	82	28	51	NA	29.42	30.24	SSW	5.7	23.3	15.65	45.5	43.4	52	
14	78	27	51.3	32.0	12	0	98	18	57	NA	29.33	30.14	SW	5.0	19.3	16.91	46.8	46.5	57	
15	53	31	42.1	30.9	23	0	95	39	67	NA	29.25	30.07	ESE*	4.6*	15.6*	8.47	47.5	46.0	51	
16	31	17	25.6	23.9	41	0	98	87	93	NA	29.29	30.10	NA	NA	NA	3.71	43.0	38.0	43	
17	49	16	32.2	24.3	32	0	97	39	76	NA	29.35	30.17	W *	NA	27.5*	14.32	40.9	38.4	46	
18	42*	18*	29.9*	16.5*	35*	0*	96*	36*	61*	NA	29.51*	30.33*	NE *	4.2*	18.7*	NA	41.2*	38.7*	46*	
19	49	19	34.3	14.6	31	0	80	24	48	NA	29.47	30.29	SSE	5.1	18.4	17.95	41.1	39.2	48	
20	55	36	43.7	36.7	19	0	96	44	77	NA	29.08	29.88	SSE	5.9	22.4	2.90	42.6	41.2	45	
21	58	37	43.6	38.4	18	0	100	57	83	NA	29.12	29.93	N	7.8	24.5	11.94	45.2	45.6	52	
22	42	24	32.1	27.3	32	0	96	71	82	NA	29.51	30.33	NNE	10.5	27.6	2.43	42.7	38.9	43	
23	24	20	21.7	16.2	43	0	93	54	80	NA	29.72	30.54	NNE	8.4	24.3	4.56	39.4	35.1	36	
24	36	20	26.5	18.2	37	0	91	45	72	NA	29.38	30.19	WNW	3.3	10.7	14.57	39.0	34.7	35	
25	48	26	34.6	25.2	28	0	90	38	71	NA	29.08	29.88	SW	2.1	9.4	16.29	39.2	36.2	42	
26	35	23	27.7	15.9	36	0	93	45	62	NA	29.46	30.28	N	13.0	34.2	14.90	38.8	36.0	40	
27	24	19	20.4	13.0	44	0	93	53	74	NA	29.68	30.50	NE	5.7	18.8	4.60	36.1	33.6	35	
28	31	20	25.4	24.0	40	0	99	85	94	NA	29.58	30.39	ENE*	NA	11.2*	3.19	35.9	33.4	33	
	49*	26*	37.4*	27.2*	<- Monthly Averages ->						29.37*	30.18*	NNE*	6.9*	34.2*	11.53*	43.2*	41.3*	47*	

Temperature - Highest: 78*
Lowest: 15*

Degree Days - Total HDD: 758*
Total CDD: 0*

Rainfall: Monthly Total: 0.39* in.
Greatest 24 Hr: 0.37* in.

Humidity - Highest: 100*
Lowest: 18*

Number of Days With:

Tmax ≥ 90: 0* Rainfall ≥ 0.01 inch: 2*
Tmax ≤ 32: 4* Rainfall ≥ 0.10 inch: 1*
Tmin ≤ 32: 22* Avg Wind Speed ≥ 10 mph: 4*
Tmin ≤ 0: 0* Max Wind Speed ≥ 30 mph: 4*

MESONET CLIMATOLOGICAL DATA SUMMARY

April 2015

Time Zone: Midnight-Pitchfork CST

(MCAL) McAlester

Nearest City: 4.0 S McAlester

County: Pittsburg

Latitude: 34-52-56

Longitude: 95-46-51

Elevation: 755 feet

DAY	TEMPERATURE (°F)				DEG DAYS		HUMIDITY (%)			RAIN	PRESSURE (in)		WIND SPEED (mph)			SOLAR	4" SOIL TEMPERATURE				
	MAX	MIN	AVG	DEWPT	HDD	CDD	MAX	MIN	AVG	(in)	STN	MSL	DIR	AVG	MAX	(MJ/m²)	SOD	BARE	MAX	MO	
1	80	59	69.6	59.9	0	4	93	29	76	NA	29.04	29.85	S	9.5	29.8	10.88	64.8	65.3	70		
2	82	66	73.4	64.0	0	9	88	53	73	NA	28.98	29.78	SSW	10.9	32.1	14.31	65.4	67.1	73		
3	73	49	62.8	49.6	4	0	85	43	63	NA	29.23	30.04	N	13.1	35.6	18.12	65.0	64.0	69		
4	67	39	53.5	30.7	12	0	77	19	45	NA	29.50	30.31	ENE	4.7	16.7	26.31	60.9	58.5	70		
5	55	46	51.3	45.6	15	0	96	51	82	NA	29.23	30.04	SSE	5.4	19.5	5.91	58.7	55.6	58		
6	80	55	67.3	61.5	0	2	97	59	83	NA	29.06	29.87	S	9.0	27.4	11.72	60.7	61.8	70		
7	82	68	73.8	65.1	0	10	88	59	75	NA	29.08	29.89	S	9.6	26.9	13.63	65.1	67.3	74		
8	79*	67*	72.2*	64.2*	0*	8*	85*	58*	76*	NA	29.04*	29.84*	S *	10.0*	26.5*	NA	66.1*	67.0*	72*		
9	84	54	71.1	55.9	0	4	85	32	61	0.00	29.04	29.85	SSW	11.7	29.6	16.15	66.6	67.0	74		
10	69	44	55.2	38.7	9	0	88	27	57	0.00	29.35	30.16	N	6.1	21.6	25.75	63.2	60.7	71		
11	77	46	60.6	42.3	4	0	90	23	57	0.00	29.29	30.10	ESE	3.9	15.8	24.78	63.9	62.7	74		
12	79	51	67.7	56.2	0	0	88	55	67	0.00	29.11	29.92	SSE	5.8	20.1	14.07	64.5	63.7	72		
13	69	55	61.0	57.7	3	0	98	73	89	2.76	29.17	29.98	NE	8.0	36.6	2.94	63.3	62.5	64		
14	56	52	54.1	51.1	11	0	98	70	90	0.20	29.25	30.06	NE	5.0	18.3	5.13	60.2	58.6	61		
15	67	52	59.0	55.1	5	0	99	66	91	0.03	29.15	29.96	S	2.7	11.0	10.66	61.2	61.2	68		
16	80*	51*	65.0*	57.4*	0*	1*	99*	47*	79*	0.00*	29.17*	29.98*	E *	3.5*	15.6*	NA	64.0*	64.9*	76*		
17	79	55	67.0	59.9	0	2	99	47	80	0.00	29.16	29.97	SE	2.8	17.8	17.02	67.1	68.2	75		
18	78	57	66.7	60.0	0	3	99	53	91	0.32	29.06	29.86	E	4.4	22.4	21.07	68.8	70.3	79		
19	71	50	60.9	53.4	4	0	99	58	77	0.03	28.94	29.75	NW	7.6	30.9	17.34	67.6	66.3	72		
20	67	41	53.6	37.0	11	0	96	26	59	0.00	29.15	29.96	NNW	7.4	26.5	28.02	64.0	60.4	69		
21	73	40	57.9	44.3	8	0	98	33	65	0.01	29.15	29.95	SSW	5.1	19.7	22.44	63.6	60.8	70		
22	69	51	59.1	54.8	6	0	97	69	86	0.31	29.12	29.93	SSW	4.8	21.0	12.04	63.0	60.8	69		
23	69	58	62.3	59.1	2	0	97	71	87	0.02	29.14	29.94	E	4.7	15.9	8.45	64.1	63.4	68		
24	66	59	61.6	58.8	2	0	97	80	90	0.23	28.98	29.78	S	6.0	24.6	4.67	63.6	62.2	65		
25	84	56	69.5	55.7	0	5	96	30	68	0.00	28.83	29.63	SW	6.7	23.8	28.19	66.1	67.0	77		
26	82	55	69.0	59.6	0	4	98	52	74	1.56	28.91	29.71	NE	4.8	16.7	24.49	68.5	69.0	79		
27	66	52	57.9	51.0	6	0	98	55	79	0.43	29.06	29.87	E	8.6	28.4	13.95	66.7	66.0	72		
28	59	45	52.6	49.3	13	0	97	67	89	0.21	29.25	30.06	N	5.7	15.7	7.80	62.6	59.3	62		
29	76	41	57.9	45.5	6	0	100	29	71	0.00	29.18	29.99	NNW	4.3	21.3	28.06	62.9	61.7	72		
30	79	44	61.5	48.5	3	0	99	32	69	0.00	29.16	29.97	NW	3.4	17.3	28.07	65.6	65.2	76		
	73*	52*	62.4*	53.0*	<- Monthly Averages ->							29.13*	29.93*	S *	6.5*	36.6*	16.50*	64.3*	63.6*	71*	
Temperature - Highest: 84*							Degree Days - Total HDD: 124*					Number of Days With:									
Lowest: 39*							Total CDD: 52*					Tmax ≥ 90: 0*									
Rainfall: Monthly Total: 6.11* in.							Humidity - Highest: 100*					Tmax ≤ 32: 0*									
Greatest 24 Hr: 2.76* in.							Lowest: 19*					Tmin ≤ 32: 0*									
												Tmin ≤ 0: 0*									
												Avg Wind Speed ≥ 10 mph: 4*									
												Max Wind Speed ≥ 30 mph: 4*									

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* Denotes incomplete record

Monthly data generated as 2015-06-20 12:08:27 UTC

MESONET CLIMATOLOGICAL DATA SUMMARY

May 2015

Time Zone: Midnight-Midnight CST

(MCAL) McAlester

Nearest City: 4.0 S McAlester

County: Pittsburg

Latitude: 34-52-56

Longitude: 95-46-51

Elevation: 755 feet

DAY	TEMPERATURE (°F)				DEG DAYS		HUMIDITY (%)			RAIN (in)		PRESSURE (in)		WIND SPEED (mph)			SOLAR (MJ/m²)	4" SOIL TEMPERATURE			
	MAX	MIN	AVG	DEWPT	HDD	CDD	MAX	MIN	AVG			STN	MSL	DIR	AVG	MAX		SOD	BARE	MAX	MO
1	79	47	62.6	48.3	2	0	98	31	66	0.00		29.25	30.06	E	2.7	19.4	28.62	67.2	67.3	78	
2	80	50	65.3	51.1	0	0	97	36	64	0.00		29.22	30.03	S	4.1	19.3	26.12	68.0	67.4	77	
3	81	58	70.3	54.8	0	5	94	39	60	0.00		29.17	29.98	S	6.5	25.3	27.85	69.3	69.4	77	
4	82	58	70.7	57.2	0	5	90	36	65	0.00		29.25	30.06	S	5.9	20.6	26.94	70.6	70.0	79	
5	77	56	66.3	61.2	0	2	97	64	85	0.24		29.22	30.03	ESE	5.4	23.5	15.32	69.5	68.1	74	
6	79	63	71.2	64.4	0	6	96	65	80	0.75		29.13	29.94	SSE	7.6	22.1	16.36	70.1	70.4	77	
7	80	62	69.9	64.2	0	6	98	57	83	1.48		29.10	29.91	SSE	6.8	35.0	18.40	71.5	71.8	80	
8	81	62	70.2	66.9	0	7	99	68	90	1.95		29.12	29.93	ESE	4.3	54.4	14.80	72.1	72.7	81	
9	72	63	65.5	64.7	0	2	100	87	97	1.53		29.08	29.89	ESE	6.2	29.7	3.35	69.9	68.8	71	
10	76	62	66.5	64.4	0	4	99	58	93	2.24		29.07	29.87	ESE	6.3	28.7	4.72	67.8	67.0	69	
11	70	52	61.4	49.7	4	0	99	45	67	0.01		29.28	30.10	N	8.2	22.6	28.82	68.0	69.0	79	
12	71	49	59.9	49.6	5	0	99	39	72	0.00		29.44	30.25	NE	3.8	16.3	22.09	67.8	66.5	75	
13	69	54	60.9	57.8	4	0	98	65	90	0.80		29.32	30.13	ESE	5.3	19.8	7.11	66.6	64.6	68	
14	82	64	71.6	66.2	0	8	96	61	84	0.02		29.21	30.02	SSE	6.4	20.2	16.68	68.8	69.7	77	
15	76	65	71.0	67.2	0	6	97	78	88	0.18		29.14	29.95	S	5.6	17.6	9.50	70.5	70.3	74	
16	84	65	75.8	63.0	0	10	94	60	78	0.20		29.04	29.85	S	8.0	31.9	21.53	72.3	73.2	80	
17	79	63	69.6	65.5	0	6	98	66	88	1.24		29.12	29.93	S	5.8	32.4	16.32	72.4	72.8	79	
18	85	66	74.3	68.1	0	11	99	51	83	0.00		29.28	30.09	S	2.8	12.5	24.06	74.3	76.3	86	
19	82	65	72.3	66.4	0	9	98	57	83	1.19		29.23	30.05	SE	4.1	18.1	17.55	75.0	75.4	82	
20	69	57	64.8	61.1	2	0	99	79	88	0.73		29.23	30.05	N	8.1	21.0	11.92	72.9	72.5	77	
21	66	52	58.5	50.6	6	0	97	58	76	0.00		29.38	30.20	NNE	6.4	20.5	19.33	69.3	66.8	74	
22	60	52	56.6	54.9	9	0	99	75	94	1.00		29.37	30.18	E	3.3	16.0	5.14	66.4	62.9	64	
23	76	60	67.0	64.5	0	3	98	80	92	0.98		29.26	30.07	ESE	5.2	23.5	10.22	67.4	67.5	73	
24	70	61	64.1	63.4	0	0	99	89	97	6.54		29.09	29.90	ESE	4.1	19.0	5.86	67.5	67.5	69	
25	81	61	68.2	65.7	0	6	100	88	92	1.06		29.07	29.88	SSE	5.2	22.8	13.08	69.2	70.7	79	
26	82	60	70.4	65.0	0	6	99	56	85	0.01		29.15	29.96	S	5.1	20.5	24.08	71.4	73.1	83	
27	80	65	71.1	67.2	0	7	99	55	88	0.10		29.24	30.05	ESE	3.1	13.3	11.47	72.6	72.7	77	
28	82	66	71.6	68.1	0	9	99	69	89	1.45		29.21	30.02	SSE	4.4	20.7	11.72	71.4	71.7	79	
29	76	64	69.5	68.1	0	5	99	88	95	0.78		29.13	29.94	NW	4.3	20.2	8.28	72.3	73.0	77	
30	69	61	64.8	62.2	0	0	100	90	92	0.00		29.25	30.06	NNW	5.8	19.3	8.25	70.6	69.7	72	
31	71	56	63.9	59.5	1	0	99	72	86	0.00		29.28	30.09	N	6.4	15.2	12.51	69.5	68.2	73	
	76	59	67.3	61.5	<- Monthly Averages ->							29.20	30.02	ESE	5.4	54.4	15.74	70.1	69.9	76	
Temperature - Highest: 85							Degree Days - Total HDD: 34					Number of Days With:									
Lowest: 47							Total CDD: 121					Tmax ≥ 90: 0 Rainfall ≥ 0.01 inch: 22									
Rainfall: Monthly Total: 24.49 in.							Humidity - Highest: 100					Tmax ≤ 32: 0 Rainfall ≥ 0.10 inch: 19									
Greatest 24 Hr: 6.54 in.							Lowest: 31					Tmin ≤ 32: 0 Avg Wind Speed ≥ 10 mph: 0									
												Tmin ≤ 0: 0 Max Wind Speed ≥ 30 mph: 4									

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* Denotes incomplete record

Monthly data generated at 2015-07-31 12:04:11 UTC

MESONET CLIMATOLOGICAL DATA SUMMARY

June 2015
 Nearest City: 4.0 S McAlester
 Longitude: 95-46-51

Time Zone: Midnight-Midnight CST
 County: Pittsburg
 Elevation: 755 feet

DAY	TEMPERATURE (°F)				DEG DAYS		HUMIDITY (%)			RAIN	PRESSURE (in)		WIND SPEED (mph)			SOLAR	4" SOIL TEMPERATURE				
	MAX	MIN	AVG	DEWPT	HDD	CDD	MAX	MIN	AVG	(in)	STN	MSL	DIR	AVG	MAX	(MJ/m²)	SOD	BARE	MAX	MO	
1	83	53	67.9	59.9	0	3	100	44	79	0.00	29.26	30.07	ENE	1.8	9.1	27.35	71.0	72.4	84		
2	84	61	73.2	64.9	0	8	99	53	77	0.00	29.19	30.00	S	3.9	16.5	27.19	74.4	75.7	84		
3	86	65	75.6	65.8	0	11	96	53	73	0.00	29.13	29.93	SE	4.6	18.7	27.54	76.5	77.0	85		
4	88	67	78.0	67.0	0	12	95	48	70	0.00	29.18	29.99	S	4.4	16.3	26.81	77.7	78.4	87		
5	89	68	78.0	68.1	0	14	95	47	74	0.00	29.22	30.03	S	3.3	12.2	27.22	78.9	79.6	89		
6	91	66	78.7	68.9	0	13	99	46	75	0.00	29.19	29.99	SSW	2.4	12.8	26.96	79.7	81.2	91		
7	91	67	80.0	67.8	0	14	98	41	69	0.00	29.12	29.93	SSW	4.9	20.0	28.77	80.4	80.9	88		
8	90*	70*	79.2*	69.1*	0*	15*	97*	47*	73*	0.00*	29.13*	29.93*	SSW*	3.4*	12.6*	NA	80.9*	80.8*	89*		
9	94	65	78.9	64.6	0	14	99	29	68	0.00	29.10	29.91	ESE	2.3	9.1	30.15	81.8	81.5	91		
10	93	65	79.9	66.7	0	14	97	37	68	0.00	29.03	29.84	SSE	2.9	11.0	29.25	83.3	81.9	91		
11	91	72	82.2	67.8	0	17	85	44	63	0.00	28.99	29.80	S	6.1	21.9	29.85	84.0	81.3	89		
12	90	75	81.4	69.7	0	17	88	47	69	0.00	29.05	29.86	S	5.6	18.1	26.99	84.6	81.4	89		
13	86	68	75.4	70.0	0	12	99	62	84	2.78	29.08	29.89	SSE	5.1	30.0	17.61	81.6	79.3	87		
14	87	72	76.1	71.4	0	14	97	62	86	0.33	29.11	29.92	SSE	5.6	23.7	20.48	80.5	80.0	87		
15	87	71	76.7	72.1	0	14	98	60	87	0.80	29.18	29.99	S	4.8	21.2	21.57	81.4	80.9	88		
16	81	71	73.5	72.2	0	11	99	82	96	1.76	29.23	30.04	N	2.6	15.8	8.03	79.5	78.5	84		
17	78	71	73.4	72.2	0	10	99	84	96	1.81	29.14	29.94	E	4.5	23.1	4.64	77.2	76.2	78		
18	76	71	72.9	71.4	0	8	98	91	95	1.05	28.98	29.79	W	8.5	24.4	8.81	75.8	75.6	78		
19	91	67	78.9	71.0	0	14	99	48	79	0.00	29.15	29.96	WNW	3.9	12.2	28.01	78.8	80.4	89		
20	87	75	80.0	72.5	0	16	92	63	79	0.00	29.15	29.96	SSW	6.2	20.3	20.48	80.9	80.4	85		
21	84	72	77.3	71.6	0	13	95	71	83	0.10	29.22	30.03	S	7.0	27.6	20.26	80.1	79.0	85		
22	89	74	81.2	72.5	0	17	94	58	76	0.00	29.22	30.03	SSW	8.1	26.8	26.36	81.0	80.3	87		
23	91	73	82.5	72.2	0	17	94	49	73	0.00	29.31	30.12	SSW	4.9	16.8	28.17	82.7	82.5	91		
24	92	70	82.1	72.1	0	16	98	47	74	0.00	29.30	30.11	SSW	4.3	16.2	28.80	83.9	83.5	91		
25	92	72	82.6	71.5	0	17	91	49	71	0.00	29.22	30.03	SSW	5.3	17.1	28.14	84.2	83.4	91		
26	92	70	79.3	71.3	0	16	97	53	78	0.42	29.13	29.94	SSW	5.5	24.3	20.52	83.1	81.6	89		
27	83	64	74.8	65.3	0	9	97	46	75	0.00	29.22	30.03	N	5.7	18.4	27.88	81.6	79.8	87		
28	87	60	74.7	63.0	0	9	100	43	70	0.00	29.19	30.00	SSW	2.8	13.5	29.54	81.1	79.5	89		
29	94	67	79.8	66.4	0	15	89	41	66	0.00	29.13	29.94	SW	4.8	20.2	26.76	82.3	81.3	91		
30	92*	64*	78.7*	68.9*	0*	13*	98*	49*	74*	0.00*	29.16*	29.97*	SSW*	3.3*	12.6*	NA	83.1*	81.7*	91*		
	88*	68*	77.8*	68.9*	<- Monthly Averages ->							29.16*	29.97*	SSW*	4.6*	30.0*	24.08*	80.4*	79.9*	88*	

Temperature - Highest: 94*			Degree Days - Total HDD: 0*			Number of Days With:		
Lowest: 53*			Total CDD: 392*			Tmax ≥ 90: 14*		
Rainfall: Monthly Total: 9.05* in.			Humidity - Highest: 100*			Tmax ≤ 32: 0*		
Greatest 24 Hr: 2.78* in.			Lowest: 29*			Tmin ≤ 32: 0*		
						Tmin ≤ 0: 0*		

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* Denotes incomplete record

Monthly data generated at 2015-08-06 12:04:47 UTC

MESONET CLIMATOLOGICAL DATA SUMMARY
(MCAL) McAlester
Latitude: 34-52-56

July 2015
Nearest City: 4.0 S McAlester
Longitude: 95-46-51

Time Zone: Midnight-Midnight CST
County: Pittsburg
Elevation: 755 feet

DAY	TEMPERATURE (°F)				DEG DAYS		HUMIDITY (%)			RAIN	PRESSURE (in)		WIND SPEED (mph)		SOLAR	4" SOIL TEMPERATURE					
	MAX	MIN	AVG	DEWPT	HDD	CDD	MAX	MIN	AVG	(in)	STN	MSL	DIR	AVG	MAX	(MJ/m²)	SOD	BARE	MAX	MO	
1	90	74	81.9	71.4	0	17	93	51	72	0.00	29.12	29.93	SSW	7.2	21.2	27.75	84.6	82.5	90		
2	88	73	79.3	71.0	0	15	98	60	76	0.50	29.09	29.90	SSW	7.4	24.8	20.46	83.7	80.8	88		
3	87	69	76.1	71.7	0	13	99	65	87	0.99	29.11	29.91	SW	5.8	49.5	20.14	82.3	80.5	88		
4	90	68	76.4	70.4	0	14	100	54	84	0.01	29.14	29.94	SSW	2.7	18.7	22.91	82.0	81.4	90		
5	90	68	80.1	71.9	0	14	99	55	79	0.00	29.17	29.98	S	5.1	18.7	26.25	83.0	82.1	90		
6	86	76	80.5	72.3	0	16	99	62	77	0.00	29.15	29.96	S	6.6	25.0	16.29	82.4	80.7	85		
7	86	71	77.8	72.5	0	14	99	65	84	0.90	29.14	29.95	SSW	6.1	27.1	11.14	80.9	79.2	83		
8	77	72	74.1	72.6	0	9	99	88	95	1.53	29.14	29.95	S	5.8	30.1	5.71	78.5	77.1	79		
9	88	72	78.6	72.0	0	15	99	59	81	0.13	29.20	30.01	SSW	5.8	21.6	16.52	79.0	78.7	85		
10	89	73	80.3	69.9	0	16	89	53	72	0.00	29.25	30.06	S	5.4	21.3	26.81	81.2	80.8	89		
11	90	73	81.5	70.4	0	16	86	51	70	0.00	29.28	30.09	SSW	5.6	19.6	28.49	82.5	81.9	90		
12	91	74	82.7	71.1	0	18	83	52	69	0.00	29.21	30.02	SSW	5.4	18.8	28.24	83.5	83.0	91		
13	94	75	84.3	73.0	0	19	84	50	70	0.00	29.07	29.87	SSW	5.6	17.6	28.22	84.3	84.1	92		
14	94	75	84.6	74.2	0	20	89	55	72	0.00	29.02	29.83	SSW	4.8	17.0	28.46	85.3	85.4	94		
15	92	74	83.3	72.0	0	18	91	51	70	0.00	29.10	29.90	SSW	4.3	15.8	28.79	85.7	85.9	94		
16	91	71	82.1	69.6	0	16	92	45	68	0.00	29.11	29.92	S	5.2	18.8	29.32	85.1	84.3	92		
17	92	75	83.2	71.0	0	18	94	50	68	0.00	29.11	29.92	S	5.6	19.4	28.59	85.5	84.2	93		
18	93	76	84.4	72.6	0	20	86	50	69	0.00	29.13	29.94	S	5.7	18.1	28.79	86.4	84.9	93		
19	94	74	84.2	71.6	0	19	88	46	67	0.00	29.16	29.97	S	4.7	16.7	29.01	87.1	85.6	94		
20	96	72	84.8	73.4	0	19	95	49	70	0.00	29.09	29.90	SSW	4.5	15.7	28.31	87.7	86.9	96		
21	90	76	81.5	72.7	0	18	93	53	75	0.00	29.08	29.89	ENE	4.0	24.3	17.91	86.9	85.2	92		
22	90	73	80.2	74.2	0	16	99	57	84	0.39	29.07	29.88	ESE	4.5	17.1	17.04	85.3	84.1	90		
23	95	77	85.3	73.1	0	21	81	48	68	0.00	29.12	29.92	SSW	4.7	19.9	26.97	85.9	85.9	95		
24	96	74	85.0	72.0	0	20	93	42	67	0.00	29.16	29.96	SSW	4.2	15.6	27.91	86.9	87.0	95		
25	96	72	83.9	71.5	0	19	96	38	69	0.00	29.14	29.94	SSW	3.2	12.8	27.81	87.5	88.0	97		
26	96	71	83.8	71.0	0	19	98	37	69	0.00	29.10	29.91	S	2.8	13.0	27.98	88.0	89.7	100		
27	96	73	85.4	71.8	0	20	94	43	66	0.00	29.11	29.92	S	3.4	14.3	27.24	88.6	91.5	101		
28	95	73	85.2	69.4	0	19	92	38	61	0.00	29.13	29.94	S	4.6	20.0	27.15	88.9	92.1	102		
29	98	69	83.7	69.3	0	19	93	34	66	0.00	29.22	30.03	SSW	2.4	11.0	26.98	88.7	92.3	103		
30	97	74	82.8	72.8	0	20	97	42	74	0.00	29.27	30.09	E	3.6	31.5	22.85	88.8	92.2	100		
31	91	71	79.1	69.5	0	16	97	43	75	0.03	29.28	30.09	E	2.2	9.8	19.09	86.8	88.9	95		
	92	73	81.8	71.7	<- Monthly Averages ->							29.14	29.95	SSW	4.8	49.5	24.17	84.9	84.7	92	
Temperature - Highest: 98					Degree Days - Total HDD: 0					Number of Days With:											
Lowest: 68					Total CDD: 533					Tmax ≥ 90: 24					Rainfall ≥ 0.01 inch: 8						
										Tmax ≤ 32: 0					Rainfall ≥ 0.10 inch: 6						
Rainfall: Monthly Total: 4.48 in.					Humidity - Highest: 100					Tmin ≤ 32: 0					Avg Wind Speed ≥ 10 mph: 0						
Greatest 24 Hr: 1.53 in.					Lowest: 34					Tmin ≤ 0: 0					Max Wind Speed ≥ 30 mph: 3						

August 19, 2015

John Modzelewski
City of McAlester
McAlester, OK 74501

Project: 2013 Street Reconstruction Program; Project #2
Subject: Request Time Extension Due to Change Orders

Dear John,

Carstensen Contracting would like to formally submit a time extension to the City of McAlester on the 2013 Street Reconstruction Program, Project #2 due to two different Change Orders.

We have been approved for a Change Order on A and Miami for raising two (2) different inlets which we requested to add ten (10) days to the contract. We also have been approved for additional sidewalk and an inlet/drain on 6th street in which we requested to add fourteen (14) days to the contract. We request to formally have these added to the contract to move our substantial and final completion dates by twenty-four (24) days.

The below values summarize the change order days requested.

CO A and Miami – 10 Days
CO 6th Street – 14 Days
Total days added to contract - 24 Days

Please see front sheet for revised substantial and final completion days do to these Change Orders.

Sincerely,



Joshua Dede
Project Manager
Carstensen Contracting, Inc.



McAlester City Council

AGENDA REPORT

Meeting Date: September 22, 2015 Item Number: 4
Department: Public Works / Engineering
Prepared By: John C. Modzelewski, P.E., CFM Account Code: _____
Date Prepared: September 15, 2015 Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon, Change Order No. 1 to the contract with Carstensen Contracting, Inc for the construction of CIP#4 Amendment Improvements and authorize the Mayor to sign Change Order No. 1.

Recommendation

Motion to approve Change Order No. 1 to the contract with Carstensen Contracting, Inc and authorizing the Mayor to sign Change Order No. 1 which increases the Contract Price from \$1,083,261.40 to \$1,098,691.60.

Discussion

This Change Order updates quantities to reflect reduced project limits from the original scope of work which included Sixth Street to Chickasaw Avenue. During the project reduction, some quantities were transcribed from the plans to the bid form incorrectly. This Change Order includes corrections to the length of 6'x3' reinforced concrete drainage box; removal of the sidewalk construction along the east side of South Sixth Street; and correction of paving quantities for the roadway and drives in the project.

Approved By

Department Head
City Manager

P. Stasiak

Initial
JCM

PJS

Date
09/15/15

9-16-15



POE & ASSOCIATES, INC.

544 West Douglas Avenue
Wichita, Kansas 67203

CONSULTING ENGINEERS

(316) 685-4114
FAX: (316) 685-4444

September 11, 2015

Mr. John C. Modzelewski, P.E., CFM
City Engineer/Public Works Director
City of McAlester
28 Washington Avenue
McAlester, OK 74501

Re: 2013 Street Reconstruction Program, Project No. 4 (CIP #4)
Poe Project Number: 102096

Dear Mr. Modzelewski:

As the engineering consultant for the above reference project, Poe & Associates recommends acceptance of the bid unit prices submitted by Carstensen Contracting, Inc. on March 24th 2015 as the basis for total costs to construct a portion of South Sixth Street. Quantities were updated to reflect reduced project limits, corrections to the 6'x3' RCB length, removal of the construction of sidewalk along the east side of South Sixth Street, and the correction to paving quantities for the roadway and drives in the project. The quantities were reviewed and corrected in the enclosed bid tabulation with Alternate #1 and Alternate #2 included. The project proposed for construction with the final bid amount as follows:

- South Sixth Street, from Chadick Park North to Wyandotte Avenue

Roadway Bid Total:	\$ 908,335.75
Sanitary Sewer Bid Total:	\$ 58,583.25
Waterline Bid Total:	<u>\$ 131,772.60</u>

SOUTH SIXTH STREET BID: \$ 1,098,691.60

Please feel free to contact me if you have any questions. Thank you for the opportunity to work with you on this project.

Sincerely,

POE & ASSOCIATES, INC.

Jason P. Dickman, P.E.
Project Manager

Encl.

P:\102096\Bidding Documents\Revised Sixth Street Recommendation Letter 201500911.doc

CITY OF McALESTER, OKLAHOMA

CHANGE ORDER NO. 1A

OWNER: City of McAlester

DATE OF AGREEMENT: July 15, 2015

CONTRACTOR: Carstensen Contracting, Inc.

DATE OF CHANGE ORDER: September 11, 2015

PROJECT: CIP#4 Amendment: South Sixth Street

The following changes are made to the CONTRACT: updates quantities to reflect reduced project limits from the original scope of work which included Sixth Street to Chickasaw Avenue. During the project reduction, some quantities were transcribed from the plans to the bid form incorrectly. This Change Order includes corrections to the length of 6'x3' reinforced concrete drainage box; removal of the sidewalk construction along the east side of South Sixth Street; and correction of paving quantities for the roadway and drives in the project.

JUSTIFICATION:

Original CONTRACT Price:	\$ 1,083,261.40
Present CONTRACT Price:	\$ 1,083,261.40
The CONTRACT price due to this Change Order No. <u>1</u> will be (Increased) (Decreased) by:	\$ 15,430.20
The new CONTRACT price including this Change Order will be:	\$ 1,098,691.60

THE DATE FOR COMPLETION OF ALL WORK WILL BE; February 13, 2016

CONTRACTOR:
Carstensen Contracting,, Inc.

OWNER:
City of McAlester

By:  _____

Steve Harrison, Mayor

ENGINEER:
Poe & Associates, Inc.
Consulting Engineers

By:  _____



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>September 22, 2015</u>	Item Number:	<u>5</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>September 15, 2015</u>	Exhibits:	<u>3</u>

Subject

Consider and act upon, accepting the bid amount of \$278,261.39 from Katcon, Inc. for the construction of drainage improvements on Illinois Avenue, from Ninth Street to Tenth Street, and authorizing the Mayor to sign the Notice of Award to Katcon, Inc, and the Agreement to complete the drainage improvements.

Recommendation

Motion to approve accepting the bid amount of \$278,261.39 from Katcon, Inc. for the construction of drainage improvements on Illinois Avenue, from Ninth Street to Tenth Street, and authorizing the Mayor to sign the Notice of Award to Katcon, Inc, and the Agreement to complete the drainage improvements.

Discussion

In September 2012, the drainage study of the Sandy Creek Tributary C (Basin Wide) Drainage Area was completed. This is commonly known as the Ninth & Illinois study area. The study area included approximately 640 acres upstream of South Avenue. One of the problem areas identified in the drainage study included the closed storm sewer system at Ninth and Illinois. The drainage improvements on Illinois Avenue between Ninth Street and Tenth Street are included in the above referenced problem area. In addition to improving the drainage structure, this project will replace the existing sidewalk above the structure. The project was advertised on August 16, 2015 and August 23, 2015. Three bids were received, and opened, on September 9, 2015. The City's consultant, Meshek & Associates, PLC, reviewed the bids and has determined that Katcon, Inc. submitted the lowest, responsive and responsible bid. Therefore, the recommendation is to award the Contract to Katcon, Inc. in the amount of \$278,261.39.

Approved By

		Initial	Date
Department Head		JCM	09/15/15
City Manager	P. Stasiak	<i>PJS</i>	9-16-15

Date: September 14, 2015

City of McAlester
28 East Washington
McAlester, Oklahoma 74502

Attention: Mr. John Modzelewski

RE: **ILLINOIS AVENUE DRAINAGE IMPROVEMENTS**

Bids for the above mentioned project were received and opened publicly on 9/9/2015.

There were (3) bids received with pricing ranging from \$278,261.39 to \$395,997.60. Basis of Award was lowest responsive and responsible bid.

The apparent low bidder is Katcon, Inc with a bid of \$278,261.39. The Engineer's Estimate was \$207,209.60.

We recommend award of a contract to Katcon, Inc in the amount of \$278,261.39.

Sincerely,



Benjamin W. Fletcher, P.E.
Meshek & Associates, PLC



ILLINOIS AVENUE DRAINAGE IMPROVEMENTS BID TABULATION

ERROR

PAVING & DRAINAGE BASE BID					ENGINEER ESTIMATE		KATCON, INC		ROCKING "O" CONSTRUCTION		LEON BURK CONSTRUCTION	
ITEM	ITEM NO.	DESCRIPTION	UNIT	TOTAL	PRICE	COST	PRICE	COST	PRICE	COST	PRICE	COST
1	201(A) 0102	CLEARING AND GRUBBING	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 8,180.00	\$ 8,180.00	\$ 24,200.00	\$ 24,200.00	\$ 5,000.00	\$ 5,000.00
2	202(A) 0183	UNCLASSIFIED EXCAVATION	CY	5	\$ 10.00	\$ 50.00	\$ 54.20	\$ 271.00	\$ 5,600.00	\$ 28,000.00	\$ 40.00	\$ 200.00
3	202(D) 0184	UNCLASSIFIED BORROW	O	75	\$ 12.00	\$ 900.00	\$ 59.66	\$ 4,474.50	\$ 303.33	\$ 22,749.75	\$ 40.00	\$ 3,000.00
4	205(A) 4230	TYPE A-SALVAGED TOPSOIL	CY	41	\$ 15.00	\$ 615.00	\$ 54.25	\$ 2,224.25	\$ 30.00	\$ 1,230.00	\$ 100.00	\$ 4,100.00
5	221(C) 2801	TEMPORARY SILT FENCE	LF	368	\$ 2.10	\$ 772.80	\$ 5.97	\$ 2,196.96	\$ 10.00	\$ 3,680.00	\$ 3.50	\$ 1,288.00
6	221(F) 0100	TEMPORARY SILT DIKE	LF	20	\$ 10.00	\$ 200.00	\$ 19.55	\$ 391.00	\$ 40.00	\$ 800.00	\$ 15.00	\$ 300.00
7	230(A) 2806	SOLID SLAB SODDING	SY	372	\$ 4.15	\$ 1,543.80	\$ 8.33	\$ 3,098.76	\$ 10.00	\$ 3,720.00	\$ 3.50	\$ 1,302.00
8	303(A) 2100	AGGREGATE BASE TYPE A	CY	95	\$ 50.00	\$ 4,750.00	\$ 32.55	\$ 3,092.25	\$ 155.26	\$ 14,749.70	\$ 190.00	\$ 18,050.00
9	310(B) 0149	SUBGRADE, METHOD B	SY	115	\$ 3.00	\$ 345.00	\$ 63.13	\$ 7,259.95	\$ 50.00	\$ 5,750.00	\$ 15.00	\$ 1,725.00
10	325 5271	SEPARATOR FABRIC	SY	164	\$ 1.75	\$ 287.00	\$ 16.38	\$ 2,686.32	\$ 15.00	\$ 2,460.00	\$ 4.00	\$ 656.00
11	414(A) 0210	7" P.C. CONCRETE PAVEMENT (PLACEMENT)	SY	88	\$ 65.00	\$ 5,720.00	\$ 53.71	\$ 4,726.48	\$ 121.00	\$ 10,648.00	\$ 72.00	\$ 6,336.00
12	414(G) 5275	7" P.C. CONCRETE FOR PAVEMENT	CY	17	\$ 140.00	\$ 2,380.00	\$ 143.61	\$ 2,441.37	\$ 400.00	\$ 6,800.00	\$ 180.00	\$ 3,060.00
13	501(A) 0313	STRUCTURAL EXCAVATION UNCLASSIFIED	CY	66	\$ 20.00	\$ 1,320.00	\$ 59.68	\$ 3,938.88	\$ 100.00	\$ 6,600.00	\$ 100.00	\$ 6,600.00
14	501(G) 6309	CLSM BACKFILL	CY	3	\$ 150.00	\$ 450.00	\$ 162.75	\$ 488.25	\$ 400.00	\$ 1,200.00	\$ 450.00	\$ 1,350.00
15	509(A) 0319	CLASS AA CONCRETE	CY	145	\$ 450.00	\$ 65,250.00	\$ 878.48	\$ 127,379.60	\$ 1,014.57	\$ 147,112.65	\$ 840.00	\$ 121,800.00
16	511(A) 0332	REINFORCING STEEL	LB	38,004	\$ 1.00	\$ 38,004.00	\$ 0.71	\$ 26,982.84	\$ 0.51	\$ 19,382.04	\$ 1.80	\$ 68,407.20
17	609(A) 0300	CONCRETE CURB (6" BARRIER-INTEGRAL)	LF	159	\$ 25.00	\$ 3,975.00	\$ 10.85	\$ 1,725.15	\$ 25.00	\$ 3,975.00	\$ 9.60	\$ 1,526.40
18	609(B) 1513	1'-8" COMB. CURB & GUTTER (6" BARRIER)	LF	112	\$ 20.00	\$ 2,240.00	\$ 46.50	\$ 5,208.00	\$ 30.00	\$ 3,360.00	\$ 36.00	\$ 4,032.00
19	610(A) 0602	4" CONCRETE SIDEWALK	SY	12	\$ 60.00	\$ 720.00	\$ 80.84	\$ 970.08	\$ 533.00	\$ 6,396.00	\$ 84.00	\$ 1,008.00
20	610(B) 0604	6" CONCRETE DRIVEWAY	SY	17	\$ 65.00	\$ 1,105.00	\$ 63.45	\$ 1,078.65	\$ 406.00	\$ 6,902.00	\$ 96.00	\$ 1,632.00
21	610(I) 4610	TACTILE WARNING DEVICE-NEW	SF	20	\$ 50.00	\$ 1,000.00	\$ 75.95	\$ 1,519.00	\$ 30.00	\$ 600.00	\$ 60.00	\$ 1,200.00
22	613(A) 0491	18" R.C. PIPE CLASS III	LF	9	\$ 50.00	\$ 450.00	\$ 54.25	\$ 488.25	\$ 500.00	\$ 4,500.00	\$ 225.00	\$ 2,025.00
23	613(L) 5726	18" PREFAB. CULVERT END SECTION, ROUND	EA	1	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00	\$ 1,200.00	\$ 1,200.00	\$ 2,000.00	\$ 2,000.00
24	613(S) 1186	STANDARD BEDDING MATERIAL, CLASS B	CY	66	\$ 50.00	\$ 3,300.00	\$ 59.68	\$ 3,938.88	\$ 115.00	\$ 7,590.00	\$ 200.00	\$ 13,200.00
25	619(A) 0920	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1	\$ 30,000.00	\$ 30,000.00	\$ 17,072.50	\$ 17,072.50	\$ 3,500.00	\$ 3,500.00	\$ 50,000.00	\$ 50,000.00
26	619(B) 4727	REMOVAL OF CONCRETE PAVEMENT	SY	96	\$ 12.00	\$ 1,152.00	\$ 53.71	\$ 5,156.16	\$ 100.00	\$ 9,600.00	\$ 35.00	\$ 3,360.00
27	619(B) 4766	REMOVAL OF CONCRETE DRIVEWAY	SY	42	\$ 12.00	\$ 504.00	\$ 53.70	\$ 2,255.40	\$ 100.00	\$ 4,200.00	\$ 50.00	\$ 2,100.00
28	619(B) 4791	REMOVAL OF CURB	LF	156	\$ 6.00	\$ 936.00	\$ 6.61	\$ 1,031.16	\$ 40.00	\$ 6,240.00	\$ 80.00	\$ 12,480.00
29	641 1552	MOBILIZATION	LSUM	1	\$ 19,000.00	\$ 19,000.00	\$ 27,582.50	\$ 27,582.50	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00	\$ 40,000.00
30	642(A) 0095	CONSTRUCTION STAKING LEVEL I	LSUM	1	\$ 7,500.00	\$ 7,500.00	\$ 1,712.50	\$ 1,712.50	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00
31	802(E) 8374	(PL) JUNCTION BOX (SPECIAL)	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 6,540.75	\$ 6,540.75	\$ 4,500.00	\$ 4,500.00	\$ 4,800.00	\$ 4,800.00
32	*SPECIAL	MANHOLE RIM AND COVER	EA	1	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,800.00	\$ 3,800.00	\$ 960.00	\$ 960.00
33	*SPECIAL	REMOVE AND RESET WATER METER (SHORT)	EA	1	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 1,800.00	\$ 1,800.00	\$ 2,500.00	\$ 2,500.00

PAVING & DRAINAGE BASE BID TOTAL \$ 207,219.60

\$ 278,261.39

\$ 380,245.14

\$ 395,997.60

BID FORM LISTED TOTAL

\$ 278,261.39

\$ 349,929.00

\$ 395,997.60

Illinois Avenue Drainage Improvements



Department of Public Works

28 East Washington

PO Box 578

McAlester, OK 74502

Plans and Specifications

Prepared By:

MESHEK & ASSOCIATES, PLC

1437 South Boulder Ave. Ste. 1550

Tulsa, OK 74119

THE CITY OF McALESTER

APPROVAL SHEET

**Illinois Avenue
Drainage Improvements**

Prepared by:

**Meshek & Associates, PLC
1437 South Boulder Avenue
Suite 1550
Tulsa, OK 74119**



Benjamin Fletcher, PE, LSI,
Project Manager

Recommended for Approval

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Invitation for Bids dated _____ and "Instructions to Bidders". You are hereby notified that your BID has been accepted for Completion of the WORK in the amount of \$ _____.

You are required by the "Instructions to Bidders" to execute the Contract Agreement and furnish the required CONTRACTOR's Performance Bond and Payment Bond within fourteen (14) days from the date of this Notice to you.

If you fail to execute said Contract Agreement and to furnish said bonds within fourteen (14) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2015.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____, this day,

_____ 2015.

By: _____

Title: _____

CONTRACT AGREEMENT

_____ day of _____ 20 15 by and
between the CITY OF McALESTER party of the first part, hereinafter termed "Owner" and

party of the second part, hereinafter termed "Contractor".

WITNESSETH:

WHEREAS, the City of McAlester has caused to be prepared, in accordance with law, certain specifications, plans, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused solicitation for bids to be given and advertised as required by law, and has received sealed proposals for furnishing materials, labor and equipment for:

The project consists of furnishing all materials, labor, and expenses necessary to construct the Illinois Avenue Drainage Improvements as shown.

WHEREAS, Contractor, in response to said solicitation for bids, has submitted to the City of McAlester in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the City of McAlester, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above-described project, and has duly awarded this Contract to said Contractor, and the said Contractor agrees to receive and accept the sum named in the a proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

\$ _____

NOW, THEREFOR, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

- (1) That the Contractor hereby agrees to furnish all tools, equipment, materials and labor, and to construct and complete the above-described project in accordance with the specifications therefor on file in the office of the City Engineer of McAlester, Oklahoma.
- (2) That the Contractor's proposal is hereby made a part of this Agreement.
- (3) That the Owner shall pay the Contractor for the work performed, as follows:
 - a. Payment for unit price items shall be based upon the unit prices in the Proposal and the actual completed construction quantities as determined by the Engineer

CONTRACT AGREEMENT

- b. Construction items specified but not included as bid items shall be considered incidental, and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities.
- (4) That the Owner reserves the right to add to or subtract from the estimated quantities or amount of work to be performed. The work to be performed or deducted shall be at the unit price bid.
- (5) That the Contractor will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order from the Owner and that in the event any additions are provided by the Contractor without such authorization, the Contractor shall not be entitled to any compensation therefor whatsoever.
- (6) That if any additional work is performed or additional materials provided by the Contractor upon authorization by the Owner, the Contractor shall be compensated therefor at the unit price bid and as agreed to by both parties in the execution of the Change Order.
- (7) That the Contractor shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the Owner through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the Contractor shall replace the work and materials without compensation therefor by the Owner.
- (8) The Contractor shall complete all work in accordance with the terms of this Agreement with the substantial completion date set for **(45) forty-five** calendar days from the Notice To Proceed and the final completion at **(60) sixty** calendar days following issuance of the Notice To Proceed authorizing the Contractor to commence work on this project. The Contractor further agrees to pay liquidated damages as provided in these documents.
- (9) The Contractor shall furnish bonds and proof of insurance as specified, which bonds and insurance must be approved by the Owner prior to issuance of the Work Order and commencement of work on the project.
- (10) On completion of the work, but prior to the acceptance thereof by the Owner, the City Manager, or his representative shall determine if the work has been completely and fully performed in accordance with said Contract Documents; and upon making such determination said official shall make his final certificate to the City of McAlester.
- (11) The attached sworn statement entitled "Contract Affidavit" must be signed and notarized before this Contract will become effective.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four duplicate originals, the day and year first above written.

CONTRACT AGREEMENT

"OWNER"

City of McAlester

By:

ATTEST:

Mayor

City Clerk

(SEAL)

CONTRACT AGREEMENT

"CONTRACTOR"

If an Individual: _____, Doing business

as: _____

Signature: _____

If a Partnership: _____

Names of other partners:

If a Corporation: _____

Signature: _____

Typed Name: _____

Title: _____

ATTEST:

Business Address of Contractor

Secretary

(CORPORATE SEAL)

Telephone No: _____

CONTRACT AGREEMENT

CONTRACT AFFIDAVIT

STATE OF _____)
_____) ss.
COUNTY OF _____)

_____, of lawful age, being first duly sworn on oath says
That (s)he is the agent authorized by the firm of _____
To submit the above Contract to the City of McAlester, Oklahoma.

Affiant further states that such firm has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the City of McAlester any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

Company

Subscribed and sworn to before me on this _____ day of _____ 20 _____

(Seal)

Notary Public

My Commission Expires: _____

NOTICE TO PROCEED

Date: _____

To: _____

Project: _____

You are hereby notified to commence WORK in accordance with the Agreement dated on or before _____, 2015 and you are to complete the WORK within 120 consecutive calendar days thereafter.

The date of completion of all WORK is therefore

_____, 2015.

By: _____

John C. Modzelewski, P.E., CFM
City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____, this day,

_____ 2015.

By: _____

Title: _____

GENERAL CONDITIONS

1 DEFINITION

- 1.1.** Any word, phrase or other expression defined in this paragraph and used in these Contract Documents shall have the meaning herein given:
- 1.2.** "Contract" or "Contract Documents" shall include all of the documents and Drawings enumerated herein.
- 1.3.** "Owner" shall mean the City of McAlester, designated as "Party of the First Part," in the Contract Agreement and for whom the work covered by this Contract is to be performed, acting on behalf of the City of McAlester, Oklahoma.
- 1.4.** "Contractor" shall mean the corporation, company, partnership, firm, or individual named and designated in the Contract Agreement as the "Party of the Second Part" and who has entered into this Contract for the performance of the work covered thereby, and its, his (her) or their duly authorized agents and other legal representatives.
- 1.5.** "Engineer" shall mean the City Engineer or engineers who have been designated, appointed, or otherwise employed or delegated by the Owner for this work, or their duly authorized agents, such agents acting within the scope of the particular duties entrusted to them in each case.
- 1.6.** "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized by the Owner or Engineer, limited in each case to the particular duties entrusted to him (her) or them.
- 1.7.** "Date of Contract." Or words equivalent thereto, shall mean the date written in the first paragraph of the Contract Agreement.
- 1.8.** "Working Day." Any day, other than a City holiday, Saturday or Sunday, on which weather and working conditions would permit the normal forces of the Contractor to proceed with regular work continuously for a period of at least 6 hours out of the normal 8-hour day, unless work is suspended for causes beyond the Contractor's control. Saturday's, Sunday's and City holidays on which the Contractor's forces engage in regular work requiring the presence of an inspector will be considered working days.
- 1.9.** "The Work" shall mean the work to be done and the equipment, supplies, and materials to be furnished under this Contract, unless some other meaning is indicated by the context.
- 1.10.** "Plans" or "the plans" shall mean and include all Drawings submitted by the successful bidder with his proposal and by the Contractor to the Owner, when and as approved by the Engineer, and all Drawings furnished by the Owner as a basis for proposals and those furnished during the progress of the work as provided for herein.
- 1.11.** "Substantial Completion" shall be defined as the stage of the construction progress of the Work where the Owner may make beneficial use of the project and the Work is sufficiently complete and is constructed in accordance with the Contract Documents. All permanent construction, backfill, paving, fences and safety features shall be in place so that there is no particular danger to public or private property is likely if the project were placed in use. Substantial completion may be considered once the project is ninety five (95) percent complete according to the summary of pay quantities.
- 1.12.** "Final Completion" shall be defined as the stage of construction where all work as shown in the Contract Documents has been completed and accepted by the owner. Any and all corrective action specified in the final punch list shall be completed and accepted by the Owner and Contract closing documents shall be submitted for final review.

GENERAL CONDITIONS

- 1.13.** Whenever in these Contract Documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the Owner and Engineer is intended.
- 1.14.** Similarly the words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgement of the Owner and Engineer.
- 1.15.** Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties executing the Contract Agreement of which these General Conditions are a part.

2 CONTRACT DOCUMENTS

2.1. GENERAL.

- 2.2.** It is expressly understood and agreed that the Invitation for Bids, Instructions to Bidders, Proposal, Performance Bond, Statutory Bond, Maintenance Bond, Contract Agreement, General Conditions, Specifications, Drawings, and other Specifications and engineering data furnished by the Contractor (when and as approved by the Owner or Engineer), together with instructions furnished by manufacturers of equipment for the installation thereof, and such other additional Drawings and instructions which may be furnished by the Engineer as are necessary to make clear and to define in greater detail the intent of the Specifications, are each and all included in this Contract, and the work shall be done fully in accordance therewith.
- 2.3.** The Contract Documents comprise the following general classifications of documents, including all modifications thereto.
 - 2.3.1.1. Bidding Documents
 - 2.3.1.2. Contractual Documents
 - 2.3.1.3. General Conditions of the Contract
 - 2.3.1.4. Specifications
 - 2.3.1.5. Drawings
 - 2.3.1.6. Additional Drawings and Instructions
- 2.4.** The order of precedence for documents shall be the Specifications (Technical and General Provisions, respectively), Drawings, General Conditions, Contract Agreement, Instructions to Bidders, and Invitation to Bid.

2.5. BIDDING DOCUMENTS.

- 2.6.** The bidding documents issued by the Owner to assist bidders in preparing their bids include:
 - 2.6.1. Invitation to Bid bound herewith.
 - 2.6.2. Instructions to Bidders bound herewith.

GENERAL CONDITIONS

- 2.6.3. The Bid or proposal, which is the offer of a Bidder to perform the work described in the Contract Documents, prepared and submitted on the Proposal Form and Bid Proposal Form bound herewith, and properly signed and guaranteed.
- 2.6.4. Bid Affidavits, all properly completed and signed.
- 2.6.5. Any addenda shall be made a part of the Contract. Receipt of each addendum issued during the bidding period shall be acknowledged in the bid.

2.7. CONTRACTUAL DOCUMENTS

- 2.7.1. AGREEMENT. The Agreement covers the performance of the work described in the Contract Documents, including all supplemental addenda thereto, and the Specifications and Drawings pertaining to the work or materials therefor. The Agreement Form is bound herewith.
- 2.7.2. BONDS. The Contractor shall furnish Surety Bonds payable to the Owner as indicated in these Contract Documents.
 - 2.7.2.1. Performance Bond in an amount equal to 100 percent of the total contract amount, conditioned upon the faithful performance and completion of all covenants and stipulations under the Contract.
 - 2.7.2.2. Statutory Bond in an amount equal to 100 percent of the total contract amount, for the payment of all persons, companies, or corporations who perform labor or furnish materials under this Contract.
 - 2.7.2.3. Maintenance Bond in an amount equal to 100 percent of the total contract amount, effective for a period of Two (2) years after written final acceptance of the work by the Owner.
 - 2.7.2.4. Endorsement by the Surety Company of any of the Bonds listed above on behalf of the Contractor shall indicate their complete understanding and agreement with all of the conditions and provisions of this Contract. The Surety Company shall waive their right of notification by the Owner of any change or modification of this Contract, or of decreased or increased work, or of the cancellation of this Contract, or of any other acts by the Owner or its employees or agents under the terms of this Contract. This waiver by the Surety Company shall in no way relieve their obligations under this Contract.

2.8. GENERAL CONDITIONS

- 2.8.1. General Conditions of the Contract bound herewith and of which this paragraph is a part.

2.9. SPECIFICATIONS AND DRAWINGS

- 2.9.1. Specifications bound herewith, and of which this paragraph is a part.
- 2.9.2. All Drawings and Plans, including but not limited to those listed in the Specifications.

2.10. DISCREPANCIES.

- 2.11. Any discrepancies found between the Drawings and Specifications shall be immediately reported to the Engineer, who will promptly correct such inconsistencies or ambiguities in writing. Any work resolution shall be at the Contractor's own risk and expense.

In the event where existing conditions will not permit the construction of an improvement in accordance to the contract drawings and specifications, then the contractor shall immediately

GENERAL CONDITIONS

request written clarification from the Engineer before proceeding with the construction affected by such discrepancies.

2.12. INTERPRETATION OF SPECIFICATIONS AND DRAWINGS.

2.13. The Contract Specifications and Drawings are intended to be explanatory of each other. Any work indicated on the Drawings and not in the Specifications, or vice versa, is to be executed as if indicated in both. In the event of any doubt or question arising regarding the true meaning of the Specifications or Drawings, reference shall be made to the Engineer and his (her) decision thereon shall be final.

2.14. DIMENSIONS.

2.15. Finished surfaces in all cases shall conform with the lines, grades, cross-sections and dimensions shown on the plans. Deviations from the plans, as may be required by the exigencies of construction, shall in all cases be determined by the Engineer and authorized in writing.

2.16. TITLES AND HEADINGS.

2.16.1. The titles and heading printed on the Drawings, the General Conditions, the Specifications, or elsewhere in the Contract Documents are inserted for reference only, and shall not be taken or considered as having any bearing on the interpretation thereof.

2.16.2. Separation of the Specifications into divisions and sections shall not operate to make the Engineer and arbiter, or to establish limits of work between the Contractor and subcontractors, or between trades.

3 OWNER-CONTRACTOR-ENGINEER RELATIONS

3.1. RIGHTS-OF-WAY.

The Owner will provide all rights-of-way and easements for the work under this Contract. The Contractor shall perform all work within these limits. Restoration of property damaged outside the limits shall be at the contractor's expense.

3.2. SUSPENSION OF WORK.

The Owner may at any time suspend the work or any part thereof, by giving five (5) days notice to the Contractor. The work shall be resumed by the Contractor on the date indicated by the written notice. If suspension of the work is due to no fault of the Contractor, and not otherwise authorized by provisions of the Contract Documents, the Owner will determine and reimburse the Contractor for his expenses incurred as a result of the suspension. There shall be no reimbursement if the suspension occurs after the time allowed for completion of the work, exclusive of any extension because of avoidable delays. The Owner or Engineer may suspend without liability any portion of work that is in dispute due to an unresolved issue. The Contractor shall be required to continue work at other locations and make all relocations at his expense.

3.3. RIGHT OF OWNER TO TERMINATE AGREEMENT

3.3.1. The Owner shall have the right to terminate this Agreement because of any default by the Contractor. The Owner will provide five (5) days' written notice in such case.

3.3.2. It shall be considered a default by the Contractor whenever he shall:

GENERAL CONDITIONS

3.3.2.1. Declare bankruptcy, become insolvent, or assign his (her) assets for the benefit of his (her) creditors.

3.3.2.2. Disregard or violate provisions of the Contract Document, or fail to prosecute the work in a manner consistent with the schedule of completion.

3.3.2.3. Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment for all labor and material obligations under this Contract.

3.3.2.4. In the event of termination of the Agreement by the Owner, the Owner may take possession of the work and of all materials and equipment thereon, and may finish the work by whatever method and means he (she) may select.

3.4. EMERGENCY PROTECTION

3.4.1. In case of an emergency which threatens loss, damage, or injury to persons or property, and which requires immediate action to remedy, the Owner shall require the Contractor to provide immediate suitable protection to the persons and property. In the absence of the Contractor's personnel, the Owner may cause emergency work to be done and material to be furnished and adequate. The cost and expense of such work and material shall be borne by the Contractor and if the same shall not be paid upon presentation of the bills therefor, then such costs shall be deducted from any amounts due or to become due the Contractor.

3.4.2. The performance of emergency work under the direction of the Owner shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the Owner.

3.5. REPRESENTATIVE FOR CONTRACTOR AT SITE

During the performance of this Contract, the Contractor shall at all times maintain an on-site Foreman or Superintendent designated to receive drawings, instructions, or other communications from the Owner. Any document delivered to the foreman or superintendent shall be deemed to have been delivered to the Contractor.

3.6. ATTENTION TO WORK

The Contractor shall fully supervise the work at all times to ensure completion in accordance with the Contract Documents. He shall be represented by a competent superintendent or foreman who shall be the legal representative of the Contractor at the site to receive instructions or orders given under this Contract, and who shall have full authority to execute the same. The superintendent or foreman shall have the authority to supply materials, tools and labor without delay. The Contractor shall be liable for the faithful observance of any instructions delivered to him (her) or to his (her) designated representative.

3.7. PROTECTION OF EXISTING STRUCTURES

Unless otherwise indicated on the drawings all utilities and structures above or below ground that may be affected by the work shall be protected and maintained by the Contractor, and shall not be disturbed or damaged during progress of the work. Should the Contractor disturb, disconnect, or damage any utility or structure, all expenses for the replacement or repair thereof shall be borne by the Contractor. This provision shall apply whether or not said utility or structure is indicated on the plans. The Contractor shall be responsible for all consequential damages. Any work delay caused by utility damages or relocation shall be at the Contractor's expense.

3.8. PROTECTION OF CONTRACTOR'S WORK AND PROPERTY

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- 3.8.1. The Contractor shall protect his (her) work, supplies, and materials from any source of damage at all times.
- 3.8.2. Neither the Owner nor any of its officers, employees, or agents assumes any responsibility for collecting an indemnity from any person or persons causing damage to the work of the Contractor.

3.9. SURVEYS

- 3.9.1. The Contractor shall provide all surveys required to complete the work.
- 3.9.2. The Contractor shall carefully preserve all existing benchmarks, reference points, and stakes established by others and shall be responsible for any errors or expense resulting from damage thereto.

3.10. LOCATION OF UTILITIES

- 3.10.1. The location of any utilities shown on the drawings were taken from public records. It shall be the responsibility of the Contractor to make final and exact determination of the location and extent of all utilities above and below ground. The Contractor shall use the "OKIE-1" system and any other means necessary in this regard. The Contractor shall be responsible for all damages resulting from his (her) operations.
- 3.10.2. Because of the nature of the work, minor adjustments may be required in new construction to meet existing conditions. Adjustments approved by the Engineer which may be accomplished without expense to the Contractor shall be made without additional cost to the Owner.

3.11. SUBCONTRACTORS

- 3.11.1. All employees of subcontractors engaged in the work shall be considered employees of the Contractor.
- 3.11.2. Nothing contained in the Contract Documents shall create a contractual relationship between any subcontractor. All communications related to the work under this Contract will be made only to the Contractor.
- 3.11.3. Should any subcontractor fail to perform the work in a satisfactory manner, the subcontract shall be immediately terminated by the Contractor upon written request from the Owner.

3.12. LIABILITY OF CONTRACTORS

- 3.12.1. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed by this Contract. Any reference to specific duty or liability is made only for the purpose of explanation.
- 3.12.2. The Contractor shall be responsible for the acts and omissions of his (her) subcontractors, their agents and employees, and all other persons performing any of the work.

3.13. ASSUMPTION OF RISKS

Until completion of the work in accordance with the Contract Documents and written final acceptance by the Owner, the work shall be under the Contractor's care and charge, and he shall be fully responsible therefor. The Contractor shall replace, repair, or restore to the Engineer's satisfaction, all work damaged whatsoever.

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3.14. RESPONSIBILITY FOR DAMAGE

3.14.1. The Contractor shall assume the defense of, and shall indemnify and save harmless the Owner, and each and every officer, employee, and agent thereof, and the Engineer from any and all losses, liability of damage, and from all suits, actions, damages, or claims, of every name and description to which the Owner or any of its officers, employees or agents, or the Engineer may be subjected or put to by reason of injury to persons or property in the execution of the work; or resulting from negligence or carelessness on the part of the Contractor, his (her) employees, subcontractors, or agents, in the delivery of materials and supplies; or by any act or omission of the Contractor, his employees, subcontractors, or agents, including but not limited to, failure to comply with all applicable laws and regulations. The Owner shall have the right to estimate the amount of any damages and to retain necessary sums from the money due or to become due the Contractor under this Contract, until all suits or claims for damages have been settled or otherwise disposed of by the Contractor, and satisfactory evidence to that effect furnished to the Owner.

3.14.2. The rights of the Owner under this Contract in control of the quality and completeness of the work shall not make the Contractor an agent of the Owner. The liability of the Contractor for damages to persons or property arising from the work shall not be lessened because of such rights.

3.15. ACCEPTANCE OF CONTRACTOR'S PLANS

The acceptance by the Engineer of any drawing or any method of work proposed by the Contractor shall not relieve the Contractor of his (her) responsibility under the provisions of this Contract. The Contractor shall not be regarded as an officer or employee of the Engineer or Owner, and shall have no claim because of the failure or inadequacy of any plan or method so accepted. Acceptance shall be considered to mean only that the Engineer has no objection to the Contractor using the proposed plans or method at his own risk and responsibility.

3.16. SUGGESTIONS TO CONTRACTOR

Any plan or method of work suggested by the Engineer to the Contractor, but not specified or required, shall be used only at the risk and responsibility of the Contractor. The Engineer shall not be responsible in any way for the methods used by the Contractor.

3.17. COOPERATION WITH THE OWNER AND OTHER CONTRACTORS

Any conflict which may arise between the Contractor and other contractors who may be performing work in behalf of the Owner or between the Contractor and employees of the Owner engaged on the project shall be adjusted and determined by the Engineer. The Contractor shall cooperate fully in this regard. If the work of the Contractor is delayed because of the acts or omissions of another contractor of the Owner, the Contractor shall have no claim against the Owner other than for any extension of time.

3.18. AUTHORITY OF THE ENGINEER

All work under this Contract shall be done in accordance with the Contract Documents and in a good workmanlike manner. To prevent disputes and litigation, the Engineer shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work, which are to be paid for under this Contract. The Engineer shall decide all questions relative to the true construction, meaning, and intent of the Specifications and Drawings, and shall decide all questions which may arise relative to the classifications which may arise relative to

GENERAL CONDITIONS

the classifications and measurements of qualities. The Engineer shall have the power to reject work, which does not conform to the terms of this Contract. His (her) estimate and decision on all matters shall be a condition precedent to appeal to the Owner. Whenever the Engineer or the Owner shall perform any and all of the duties and be vested with any and all of the powers herein given to the Engineer. The Engineer's decision shall be final in regard to Change Order prices, and no claim shall be made for additional amounts after a Change Order has been approved by the Engineer.

3.19. INSPECTION

Properly authorized inspectors shall be considered to be the representatives of the Owner and the Engineer, limited to the duties and powers entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively under direction of the Engineer, and to report any and all deviations which may come to their attention. Any inspector shall have the right to stop the work to which he is assigned if, in his (her) judgement, such action is necessary to allow proper inspection, avoid irreparable damage, safeguard persons or property, or avoid subsequent rejection of work which could not be readily replaced or restored to an acceptable condition. Such stoppage shall be for a period reasonably necessary for notification of the Engineer and his evaluation of the work. Any cost associated with the work stoppage shall be borne by the Contractor and no claim for additional time or compensation will be considered.

3.20. EXAMINATION OF COMPLETED WORK

3.20.1. The Contractor shall not cover up any work without it being inspected and approved by the Engineer or his Inspector. The Contractor shall be responsible for exposing any work that has been covered without such inspection, and subsequently restoring the work to the finished condition in accordance with the Contract Documents.

3.20.2. The Engineer may order the Contractor in writing to uncover any portion of the completed work for additional inspection at any time prior to final acceptance. The Contractor shall also properly restore the work. Should the work thus exposed be found acceptable by the Engineer, the cost of uncovering and restoring the work shall be paid for by the Owner as extra work. Should the work exposed be found unacceptable by the Engineer, the Contractor shall be responsible for all costs, including repair or replacement.

3.21. CONSTRUCTION NOTIFICATION

The Contractor shall notify all property owners adjacent to the project before beginning actual construction. The notification shall be a brief visit with the property owner describing the project, schedule and discussion regarding questions about the project and its impact on the property.

4 MATERIALS, EQUIPMENT AND WORKMANSHIP

4.1. GENERAL QUALITY OF MATERIALS

Materials and equipment shall be new and of a quality equal to that specified.

4.2. QUALITY IN ABSENCE OF DETAILED SPECIFICATIONS

Whenever under this Contract it is required that the Contractor furnish materials or do work for which not detailed Specifications are indicated, the materials shall be of the best quality and workmanship obtainable from firms of established reputation and experience. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment as a whole or in part.

GENERAL CONDITIONS

4.3. APPROVAL OF MATERIALS AND EQUIPMENT

All materials and equipment proposed for the work are subject to inspection and approval by the Engineer. The Contractor may offer any material or equipment, which shall be equal in every respect to that specified. Written acceptance shall be obtained from the Engineer prior to purchase of such material or equipment. The decision of the Engineer shall be final.

4.4. REMOVAL OF REJECTED MATERIALS, STRUCTURES, OR WORK

The Contractor shall promptly remove from the site all rejected materials, structures, or work of any kind. Upon failure of the Contractor to do so, and following written notice from the Engineer, the rejected material or work may be removed by the Owner and all costs shall be paid from the money that may be due or may become due the Contractor under this Contract. No rejected material shall again be offered for use by the Contractor.

4.5. WEEKEND, HOLIDAY AND NIGHT WORK

No work shall be done by the Contractor between the hours of six o'clock p. m. and seven o'clock a. m., nor on Saturdays, Sundays, or City holidays, except that which is necessary because of emergency or to properly care for and protect previously completed work. Night work may be established as a regular procedure by the Contractor if he first obtains the written permission of the Engineer. Such permission may be revoked at any time by the Engineer if in his opinion the Contractor fails to maintain adequate force and equipment to prosecute the work and justify inspection. The Engineer may require the Contractor to perform weekend, holiday, or night work in order to maintain the completion schedule or to complete a portion of work with a minimum of disruption to the public.

4.6. RECORDS OF EMPLOYEES

The Contractor and each subcontractor shall keep accurate records indicating place or residence, occupation, pay rate, and daily and weekly time logs for each person employed in connection with the work. The records shall be made available at any time to the Engineer or his (her) duly authorized representative upon request.

4.7. FINAL GUARANTEE

- 4.7.1. All work shall be guaranteed by the Contractor for a period of two (2) years after the date of final payment by the Owner.
- 4.7.2. If, within the guarantee period, repairs are required in connection with the guaranteed work, which, in the opinion of the Engineer are the result of materials equipment or workmanship which were inferior, defective, or not in accordance with the terms of this Contract, the Contractor shall promptly, upon receipt of written notice from the Owner and without expense to the Owner, correct the work and restore the site as acceptable to the Engineer.
- 4.7.3. If the Contractor fails within ten days of written notice to proceed with the terms of this guarantee, the Owner may have the defects corrected, and the Contractor or his Surety shall be liable for all expenses incurred. In the case of emergency where delay would cause loss or damage, according to the Engineer, repairs may be made without notice and the Contractor shall pay the costs thereof.
- 4.7.4. All special guarantees or warranties applicable to specific parts of the work as may be stipulated in the Specifications or other documents forming a part of this Contract, shall be subject to the terms of this paragraph during the first year of each such

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guarantee. All special guarantees and manufacturers' warranties shall be furnished by the Contractor to the Engineer before the acceptance of the work.

5 INSURANCE, LEGAL RESPONSIBILITY AND SAFETY

5.1. INSURANCE

The Contractor shall provide and maintain throughout this Contract the insurance coverage indicated below:

5.1.1. PUBLIC LIABILITY

5.1.1.1. LIABILITY AND PROTECTIVE LIABILITY POLICIES

The Contractor shall maintain a Contractor's Liability Policy and a Contractor's Protective Liability Policy which shall protect the Contractor from claims for bodily injury and property damage which may arise from his operations or those of his subcontractors. The Contractor shall also maintain liability coverage for loss or damage resulting from explosion and underground operations.

5.1.1.2. CONTRACTUAL LIABILITY POLICY

The Contractor shall provide a Contractual Liability Policy, which shall name the Owner, the Engineer, their partners, officers, agents and employees as insureds. A copy of the Original Certificate of Insurance policy shall be submitted for retention by the Owner along with a copy for the Engineer. This separate policy shall provide coverage to the Owner, the Engineer and their partners, officers, agents, and employees with respect to the work. Bodily injury and property damage insurance shall be on an occurrence basis. The coverage provided shall be primary coverage to the full limit of liability stated in the declarations, and if the Owner, the Engineer and their partners, officers, agents and employees have other insurance against the loss covered by said policy, that the other insurance shall be deemed excess insurance only. No exclusions shall be permitted by endorsement, with the exception of preparation or approval of maps and plans, opinions, reports, surveys, designs, or Specifications.

5.1.1.3. SUBCONTRACTORS

Each subcontractor shall be required to maintain a Liability Policy providing the same coverage and limits of liability as those required of the Contractor. The Contractor shall retain certificates of insurance for each of his subcontractors and shall submit copies of the certificates to the Owner and Engineer.

5.1.1.4. AMOUNT OF COVERAGE

The Contractor shall maintain insurance on all motor vehicles used in conjunction with the work, which shall protect the Contractor from claims for bodily injury or property damage as may arise from the use of such motor vehicles. This insurance shall provide minimum limits of liability for bodily injury of \$1,000,000 for each person and \$1,000,000 each occurrence, and \$1,000,000 for property damage each occurrence.

5.1.2. ADDITIONAL INSURANCE

The Contractor shall also maintain the following insurance coverage:

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5.1.2.1 COMPREHENSIVE AUTOMOBILE INSURANCE

The Contractor shall maintain insurance on all motor vehicles used in conjunction with the work, which shall protect the Contractor from claims for bodily injury or property damage as may arise from the use of such motor vehicles. This insurance shall provide minimum limits of liability for bodily injury of \$1,000,000 for each person and \$1,000,000 each occurrence, and \$1,000,000 for property damage each occurrence.

5.1.2.2 WORKER'S COMPENSATION INSURANCE

The Contractor shall maintain full Worker's Compensation Insurance for all persons whom he (she) may employ in prosecuting the work under this Contract. The coverage shall apply to the State of Oklahoma.

5.2 PROOF OF INSURANCE

The Contractor shall furnish the Owner with certificates of insurance for all policies required in these Contract Documents. Each such policy shall be satisfactory to the Owner and shall bear an endorsement precluding cancellation, reduction, or change in coverage without 30 days' prior written notice to the Owner. Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his (her) operations under this contract.

5.3 NOTIFICATION OF INSURANCE COMPANIES

It shall be the responsibility of the Contractor to notify all insurance companies of the conditions and provisions of this contract. The insurance companies shall not receive notification by the Owner of any change or modification of this Contract, or of decreased or increased work, or of the cancellation of this Contract, or of any other acts by the Owner or its authorized employees or agents under the terms of this Contract.

5.4 HOLD HARMLESS AGREEMENT

By entering into this Contract, the Contractor agrees to indemnify and save harmless the Owner, the Engineer and all of their partners, officers, agents, and employees from all suits, actions, or claims of any character, brought for or on account of injuries, death, or damages to any persons or property, as may result from the operations of the Contractor or any of his (her) subcontractors, except only such damage, injury, or death as shall have been occasioned by the sole negligence of the owner or Engineer.

5.5 LAWS TO BE OBSERVED

The Contractor shall comply with all local, State, and Federal laws and regulations applicable to this Contract.

5.6 DELIVERIES TO CONTRACTOR

Deliveries to the Contractor of any drawings, samples, notices, letters of communications by the Owner may be made directly to the Contractor, his foreman or superintendent at the site of the work, the Contractor's business address specified in the proposal or the Owner's current record of address, or the Contractor's local office. Delivery may be made either by personal delivery or through the United States Postal Service.

5.7 ASSIGNMENT OF CONTRACT

The Contract shall not be assigned in whole or in part except upon the written consent of the Owner. Any assignment agreement shall be subject to review and approval by the Owner.

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5.8 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property. This requirement shall apply continuously and shall not be limited to normal working hours. The Contractor shall furnish watchmen, guards, fences, warning signs, lights, and walkways, and shall take all other necessary precautions to prevent damage to persons or property. All structures and improvements in the vicinity of the work shall be protected by the Contractor. Any property that is damaged, injured, or destroyed by the Contractor, his employees, subcontractors, or agents, shall be promptly replaced or repaired to the satisfaction of the Engineer.

5.9 CONTRACTOR'S METHODS AND SAFETY PROCEDURES

The Engineer's construction inspection does not include any review of the adequacy of the Contractor's safety measures in, on, or near the construction. The Contractor shall have full responsibility for the adequacy of all safety precautions, and for the means, methods, techniques, sequences, and procedures required to perform the work.

5.10 LIABILITY OF OWNER'S REPRESENTATIVES

The Owner, the Engineer, their partners, officers, employees, and agents shall not be held responsible for any liability arising under this Contract. The Owner and his representative shall not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents nor for the acts or omissions of the Contractor, and subcontractors, or any of their agents or employees, or any other persons performing any of the work.

6 PROGRESS AND COMPLETION OF WORK

6.1 SUSPENSION OF WORK

The Contractor shall give written notice to the Engineer prior to any temporary suspension of work. Suspensions shall not be made without the Engineer's written authorization.

6.2 TIME OF COMPLETION

The Contractor shall faithfully prosecute the work in accordance with the schedule as accepted by the Engineer, and shall complete the work within the time specified in the Contract Documents.

6.3 EQUIPMENT AND METHODS

All work shall be performed with materials, tools, machinery, equipment and labor, and by such methods as are necessary to complete the work in accordance with the Contract Documents. If at any time the Contractor's plant, equipment, or labor, or any of his methods of execution of the work are deemed inefficient or inadequate by the Engineer to ensure the required quality or rate of progress, the Owner may require the Contractor to increase or improve his labor, facilities, or methods. The Contractor shall comply promptly therewith, but neither compliance with such order nor failure of the Owner to issue such orders shall relieve the Contractor from his obligation to secure the quality of construction and the rate of progress required. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of his (her) equipment methods.

6.4 UNFAVORABLE WEATHER AND OTHER CONDITIONS

During unfavorable weather and other unfavorable conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality or efficiency will be affected shall be constructed while these

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unfavorable conditions exist unless, by special means or precautions, the Contractor shall be able to overcome them to the satisfaction of the Engineer.

6.5 ALTERATIONS, DELETIONS AND EXTRA WORK

- 6.5.1 The Owner reserves the right to increase or decrease any portion of the work or to omit portions of the work as may be deemed necessary. The Owner may also make alterations, deviations, additions, or deletions to the work and to the Drawings and Specifications. Upon written order of the Owner, the Contractor shall proceed with the work as modified. Such work shall be considered a part of and subject to all provisions of the Contract Documents.
- 6.5.2 The Engineer may order minor changes in the work which does not involve extra cost to the Owner and which does not change the character of the work.
- 6.5.3 No claim by the Contractor for extra compensation because of any change, alteration, deletion, addition, or extra work will be paid or be payable unless a written order for such modification is signed by the authorized representative of the Owner. Adjustments in the contract price shall be made as provided under the paragraph, "Payments to Contractor" in these General Conditions. Modifications shall in no way affect, vitiate, or make void this Contract or any part thereof, except that which is necessarily affected by such alteration and is clearly the evident intention of the parties to this Contract.
- 6.5.4 If the Contractor fails to promptly perform or make satisfactory progress on any extra work authorized by the Owner, the Owner may arrange for others to complete the work. The Contractor shall not in any way interfere with the work of others.
- 6.5.5 When any changes decrease the amount of work to be done, such changes shall not constitute a basis for any claim by the Contractor. The Contractor shall not be entitled to any compensation or damages therefor.

6.6 DELAYS

6.6.1 AVOIDABLE DELAYS

- 6.6.1.1 Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight or diligence on the part of the Contractor as determined by the Engineer.
- 6.6.1.2 Any delay for whatever reason in the prosecution of any part of the work, which may in itself be unavoidable but does not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified, as determined by the Engineer, or any delay resulting from the Engineer's review of Contractor submittals, or the making of surveys, measurements, and inspections; shall all be deemed avoidable delays.

6.6.2 UNAVOIDABLE DELAYS

Unavoidable delays in the prosecution or completion of the work under this Contract shall include all delays beyond the control of the Contractor and which he could not have provided against by the exercise of care, prudence, foresight, or diligence. Weather, changes in the work ordered by the Owner; failure of the Owner to provide necessary rights-of-way; and unforeseen delays in the work of other contractors employed by the Owner will all be considered unavoidable delays, so far as they

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interfere with the Contractor's completion of the whole of the work as determined by the Engineer.

6.6.3 NOTICE OF DELAY

Whenever the Contractor foresees any delay in the prosecution of the work or immediately upon the occurrence of any delay, he (she) shall notify the Engineer in writing. The Engineer shall determine whether the delay is to be considered avoidable or unavoidable, and its resolution. Any delays not properly brought to the attention of the Engineer at the time of their occurrence shall be deemed avoidable delays without recourse by the Contractor.

6.7 EXTENSION OF TIME

6.7.1 FOR UNAVOIDABLE DELAY

The Contractor shall be allowed, upon proper written application and approval by the Engineer and extension of time proportionate to any unavoidable delay. The Contractor shall not be charged liquidated damages for such an extension of time.

6.7.2 AVOIDABLE DELAY

The Contractor may be granted an extension of time for avoidable delays in the work. The Contractor shall submit written application to the Engineer for approval. Any such extension of time shall be subject to liquidated damages and engineering and inspection costs as indicated in the Contract Documents.

6.7.3 EFFECT OF EXTENSION OF TIME

The granting of any extension of time for an avoidable delay shall in no way operate as a waiver on the part of the Owner of its rights under this Contract.

6.8 PROOF OF COMPLIANCE WITH CONTRACT

The Contractor shall submit to the Engineer, upon request, properly authenticated documents or other satisfactory evidence that the work is in accordance with the Contract Documents.

7 PAYMENTS TO CONTRACTOR

7.1 PROGRESS PAYMENTS

7.1.1 The Owner will make payments periodically on an approximate monthly basis. Payment dates shall be either the first or third Tuesday of the month as established by the initial payment. Payment will be made on Wednesday if a holiday occurs on Monday of that week. Payment requests shall be prepared by the Contractor on forms provided by the Owner. The Contractor shall coordinate with the Engineer in preparing the estimate of work completed during the period. All work shall have been completed in accordance with the Contract Documents. Payment will only be made for fully completed work as determined by the Engineer. The payment request shall be submitted to the Engineer a minimum of 12, but no more than 14 calendar days prior to the payment date.

7.1.2 The Contractor will act as a purchasing agent for the City and therefore will receive a Tax Exemption letter to present to material suppliers. Tax exemption does not include fuel or labor.

7.1.3 The estimates shall be subject to approval by the Engineer and the Owner. The Owner will pay or cause to be paid on approval request the estimated value of the work performed less a retained amount in accordance with the following schedule.

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Ten percent until construction is 90 percent complete

Five percent after construction is 90 percent complete, provided the Contractor is making satisfactory progress and there is no specific cause for greater withholding at the Engineer's discretion.

7.1.4 MODIFIED WORK

The Owner will prepare and issue a supplement to the Contract as required for modifications or additions outside the scope of the work. The supplement shall indicate the nature of the modified work and any adjustment in compensation due the Contractor. Adjustments in compensation shall be determined by negotiated unit prices or negotiated lump sum as selected by the Owner. The Owner may also elect to use a time and materials basis for adjusting compensation.

7.1.5 TIME AND MATERIALS PAYMENT

The Contractor will be paid the costs for direct labor, materials, and equipment plus a markup of 15 percent upon the Engineer's approval of the payment request. This markup shall constitute full compensation for overhead and profit. All such payments will be made to the Contractor. The Contractor shall furnish all payroll records, purchase orders, invoices, and any requested information to the Engineer for use in approving the payment request.

7.1.5.1 The direct labor cost shall be the wages paid to direct workers including foremen and superintendents devoting their exclusive attention to the work. The direct labor cost shall also include payments for health and welfare, pension, vacation, and similar fringe benefits as accepted by the Engineer.

The markup to the direct labor cost shall constitute full compensation for all payments imposed by State and Federal laws, for worker's compensation insurance, for public liability and property damage insurance, and for all other such payments made to, or on behalf of, the workers.

7.1.5.2 The Contractor will be reimbursed only for materials incorporated in the work upon approval of the Engineer. The Contractor shall furnish satisfactory evidence of the cost of materials to the Engineer for approval. If the cost of such materials is considered excessive by the Engineer, then the cost shall be determined by the lowest current wholesale price at which such materials are available in the required quantities delivered to the job site, less any discounts. No payment for stored materials.

The Owner reserves the right to furnish any and all materials and the Contractor shall have no claim whatsoever.

7.1.5.3 The Contractor will be reimbursed for the use of required equipment, which shall include the cost of fuel, oil, lubrication, supplies, necessary attachments, necessary current repairs and maintenance, depreciation, storage, insurance, and all incidentals. The current rental rates of established local suppliers shall be used by the Engineer in approving the payment request.

Individual pieces of equipment having a replacement value of fifty dollars or less shall be considered small tools and equipment and no payment will be made for their use.

The rental period for equipment shall be the time the equipment is in operation on the work and shall include the time required to move the equipment to the site

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and return it to its original location. Reimbursement shall not be allowed while equipment is inoperative due to breakdowns or non-working days.

7.2 OWNER'S RIGHT TO WITHHOLD ADDITIONAL AMOUNTS

The Owner may withhold from payment to the Contractor, in addition to the retained percentage, any amount deemed necessary for:

- 7.2.1 Just claims for labor or materials.
- 7.2.2 Defective work not remedied.
- 7.2.3 Reasonable doubt that the Contract can be completed for the unpaid balance.
- 7.2.4 Damages to other Contractors.
- 7.2.5 Field engineer and inspection services and other expenses determined by the Engineer.
- 7.2.6 Unsettled claims.

The Owner shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this section to the party or parties who are entitled to payment therefrom. The Owner will provide the Contractor with a proper accounting of all such funds disbursed in his behalf.

The Owner shall also have the right, following completion and final acceptance of the work, to withhold any final amount due the Contractor until it is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

7.3 COST OF FIELD ENGINEERING AND INSPECTION

The Owner shall charge the Contractor for engineering and inspection expenses resulting from any overtime beyond the regular 8-hour day and for any time worked on Saturdays, Sundays, or City holidays, and each additional working day due to an avoidable delay. The Owner will require the presence of an inspector whenever the Contractor is performing work. The cost of this overtime shall be \$90.00 per hour, and \$60.00 per hour for an Engineer and Inspector respectively for each hour or fraction thereof plus mileage.

7.4 DEDUCTION FOR UNCORRECTED WORK

If any portion of the work done or material furnished proves defective and not in accordance with the Contract Documents, and if the imperfection is not of sufficient magnitude or importance to make the work dangerous or wholly undesirable according to the Engineer, or if the removal of such work is impracticable or will create conditions which are dangerous or undesirable, the Engineer shall have the right to make such determination and to retain the work instead of requiring correction. In such case, the Owner may make a just and reasonable deduction as determined by the Engineer from any payment due or to become due the Contractor.

7.5 PAYMENT FOR COMPLETION FOLLOWING TERMINATION

Upon termination of the Contract by the Owner in accordance with the Contract Documents, no further payments shall be due the Contractor.

7.6 LIQUIDATED DAMAGES

The time of completion is a basic consideration of this Contract. Should the work not be completed in all parts and in accordance with the Contract Documents on or before the time specified therein, including any extensions of time for unavoidable delay, substantial damage will be sustained by the Owner. If, because of an avoidable delay the Owner should grant to the

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Contractor an extension of time to finish and complete all the work, it would be difficult and impracticable to determine the actual amount of damage, which the Owner would sustain. In such case, the Contractor shall pay to the Owner, as liquidated damages and not as a penalty, the sum of \$500.00 plus field inspection costs for each and every calendar day required by him to complete the Contract.

7.7 ACCEPTANCE

Any part of the work may be accepted in writing by the Owner when it shall have been completed in accordance with the terms of the Contract Documents as determined by the Engineer. The Contractor shall furnish written notice to the Engineer 10 days in advance of the date upon which the work will be ready for inspection.

7.8 FINAL PAYMENT

Following completion of all the work and final acceptance by the Owner, the Contractor shall prepare a final estimate of the amount of work done and the value thereof. The final estimate shall be subject to approval by the Engineer and the Owner. Upon approval, the Owner shall pay to the Contractor the remaining balance due in accordance with the provisions of the Contract Documents.

The Contractor shall not receive final payment nor any part of the retained percentage until he furnishes to the Owner a complete release of all claims or liens for the work under this contract. The Contractor shall submit to the Engineer legible as-built drawings prior to receiving final payment.

SPECIAL PROVISIONS

PART - 1. GENERAL

1.1. Construction Surveys.

Horizontal and vertical control points are provided on the plans. The Contractor shall provide a land surveyor licensed to perform land survey in the State of Oklahoma to develop, make, and maintain all detail surveys necessary for construction, including slope stakes and batter boards, and shall furnish stakes for reference points and for working points, lines, and elevations. The Contractor shall be responsible for the accuracy of all lines and grades and for the finished work being constructed in conformity to the plans and specifications. The Contractor shall exercise care and be responsible for the preservation of all control points established for his use in staking out the Work.

1.2. Explosives.

The use of explosives will not be permitted on this project.

1.3. Permits And Regulations.

The Contractor shall secure and pay for all construction permits required to carry out the work unless otherwise specified and shall produce same upon demand of the Owner. The Contractor shall give all notices and pay all fees and shall, before starting work, ascertain whether the drawings and Specifications are at variance with any codes or regulations applying at the site.

1.4. Water.

The Contractor may have access to approved fire hydrants to obtain water for compaction, testing and other construction uses provided a written request is submitted to and approved by the Engineer. The cost of water will not be charged to the contractor unless wastage becomes excessive.

1.5. Classification Of Excavation.

All excavation shall be classified as unclassified excavation. Unclassified excavation shall consist of the excavation and disposal of all materials of whatever character encountered in the work. The Contractor shall base his bid solely upon his site investigations. Where rock is encountered no direct payment shall be made for rock excavation as all costs in connection therewith are to be included in the unit price requiring such work. No direct payment shall be made for earth or structural excavation, as all costs in connection therewith are to be included in the unit price items requiring such work.

PART - 2. REMOVAL OF WATER.

2.1. The Contractor shall at all times during the construction of the work provide and maintain proper and adequate dewatering equipment for the removal and disposal of all surface and ground water and water from other sources entering excavations for structures, trenches, or other parts of the work. Surface water shall be diverted, and otherwise prevented from entering excavations and trenches to the greatest extent practicable without damage to adjacent property from dikes, ditches, or impounded water.

2.2. Excavations for structures shall be kept dry until the structure to be built therein is completed to the extent that no damage from hydrostatic pressure, floatation, or otherwise will result from contact with water. All excavations for structures which

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extend down to or below the static ground water elevations at the sites of such structures shall be dewatered by lowering and maintaining the ground water beneath such excavations distance of not less than 12 inches below the bottom of the excavation at all times when work thereon is in progress, during subgrade preparation and the placing of concrete reinforcement thereon and continuously thereafter until the concrete in the floor or footing containing such steel has been placed and hardened. No reinforcement steel shall be placed in water and no water shall be permitted to rise over such steel before the concrete has been deposited.

- 2.3. Pipe trenches shall be kept free from water during excavation, fine grading, pipe laying and jointing, and pipe embedment operations in an adequate and acceptable manner. Where the trench bottom is mucky or otherwise unstable because of the presence of ground water, and in all cases where the static ground water elevation is above the bottom of any trench or bell hole excavation, such ground water shall be lowered by means of well points and keep the trench free from water and the trench bottom stable, at all times when work within the trench is in progress.
- 2.4. The Contractor will be held responsible for the condition of any existing or proposed drain or other conduit or pipe line which may be used for drainage purposes in the vicinity of construction and all such pipes or conduits shall be clean and free from all sediment before acceptance thereof by the Engineer.

PART - 3. TRAFFIC CONTROL AND SAFETY

- 3.1. **Safety.** The Contractor shall provide adequate barricades, flashers and signs on the construction site, all in accordance with the Manual on Uniform Traffic Control Devices to insure the safety of workmen and the public. This shall be considered incidental to construction. Anytime that an unsafe condition exists the field inspector shall immediately halt the construction and order the unsafe practice to be corrected.
- 3.2. **Stored Materials on Public Right-of-Way.** Materials stored about the work shall be so placed as to cause no greater obstruction to the traveling public than is considered necessary by the Engineer. Sidewalks must not be obstructed unless by special permission of the Engineer.

Neither the materials excavated nor the construction materials shall be placed so as to endanger the public or work or prevent free access to all fire hydrants, water valves, gas valves, manholes for electric or telephone, traffic signal conduits, sewers or fire alarms in the vicinity.
- 3.3. **Road Closings.** The Contractor shall notify the Engineer at least forty-eight (48) hours prior to the time he intends to obstruct any portion of any thoroughfare or street. If the Engineer agrees to the street obstruction the Contractor shall notify the Fire Department, Police Department, Ambulance service and news media twenty-four (24) hours prior to obstructing the street and when directed by the Engineer shall keep the street in condition for unobstructed use by emergency vehicles. News media notification shall include at least one local newspaper and at least one local radio station.
- 3.4. **Barricades.** When work is carried on, in, or adjacent to any street, alley or public place, the Contractor shall, at his own expense, furnish and erect such barricades, fences, lights and danger signals, shall provide such watchmen and flagmen and

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shall take such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades, lights, and other warning devices shall as a minimum meet all AASHTO Standards. The Contractor shall comply with the Manual of Uniform Traffic Control before erecting barricades.

All open trenches shall be barricaded and marked whether on or adjacent to the traveled portion of the right-of-way or not. Trenches on or adjacent to the traveled portion of the right-of-way shall, as a minimum, be completely barricaded and shall be marked (lighted) at forty (40) foot intervals. Trenches not on the traveled portion of the right-of-way shall be barricaded as necessary and shall, as a minimum, be marked at sixty (60) foot intervals.

The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it.

PART - 4. UTILITY LOCATIONS.

- 4.1 Major underground utilities crossing the work areas are shown in their approximate locations on the plans. All utilities may not be shown. The indicated locations are only general and the depths are unknown. Individual service drops or lines are not shown. The Contractor shall be responsible to determine and verify the exact location and depth to avoid interruption of services to any residence. The Contractor shall coordinate the lowering and/or relocation of any and all utilities which may interfere with the proposed construction.
- 4.2 The Contractor shall arrange for all temporary safeguards necessary when working in proximity to utility facilities. The cost of these safeguards shall be included in other items of work. The Contractor shall give the utility company adequate notice to avoid delay of work.
- 4.3 Prior to beginning of construction the Contractor shall have all existing underground utilities located and marked on the ground and the alignment of proposed improvements staked. These utility locations will be used to determine the necessity of revisions to the location of underground improvement prior to beginning of construction.

PART - 5. SHOP DRAWINGS AND PRODUCT DATA.

- 5.1. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- 5.2. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- 5.3. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required, the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Engineer is subject to the limitations stated below in paragraph 5.4.
- 5.4. The Engineer will review and approve or take other appropriate action upon the Contractors submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and

SPECIAL PROVISIONS

the design concept expressed in the Contract Documents. The Engineer's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- 5.5. The Contractor shall review, approve and submit to the Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate Contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.
- 5.6. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Engineer. Such Work shall be in accordance with approved submittals.
- 5.7. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the Work and the Contract Documents.
- 5.8. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Engineer's approval thereof.
- 5.9. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Engineer on previous submittals.
- 5.10. Shop Drawings shall be submitted for all items specifically fabricated for this Project. Product data shall be submitted for all pre-manufactured items used on this Project. Product certifications shall be provided by the manufacturer for all items which are required to meet certain standards by these specifications.
- 5.11. Submittals shall identify details by reference to plan sheets and/or by specification numbers. Minimum sheet size for submittals shall be 8.5" x 11". When using manufacturer's standard schematic drawings, modify to delete information which is

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not applicable to Project. Underline, circle or otherwise indicate what item is being proposed.

- 5.12. The Contractor shall provide the number of copies of submittals required for his own distribution plus two (2) copies which will be retained and/or distributed by the Engineer.
- 5.13. Each submittal shall be accompanied with a transmittal letter, containing:
- Date
 - Project Title and Number
 - Contractor's name and address
 - The number of copies of shop drawings, product datum and certifications
 - Notification of deviations from Contract
- 5.14. Submittals shall include:
- Identification of product or material
 - Relation to adjacent structure or material if applicable
 - Field dimensions, clearly identified as such
 - Specification section subsection and/or addendum
 - Applicable standards, such as ASTM number or ODOT Specification

PART - 6. MEASUREMENT AND PAYMENT.

It is the intent of the Proposal and these Special Conditions that the total bid, as submitted, shall cover all work shown on the contract drawings and required by the Specifications and other Contract Documents. All costs in connection with the work, including furnishing of all materials, equipment, supplies and appurtenances; providing all construction equipment and tools, and performing all necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the Proposal.

TRADE NAMES AND MATERIALS.

Where the words "Equivalent", "Proper", or "Equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgment of the Engineer. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. When the words "or equal to" or other such expressions are used in the Specification in connection with a material, manufactured article or process, the material, article or process, specifically designated shall be used, unless a substitute shall have been approved in writing by the Engineer and the Engineer shall have the right to require the use of such specifically designed material, article or process.

PART - 7. STANDARD SPECIFICATIONS.

The Oklahoma State Highway Commission "Standard Specifications for Highway Construction" current edition, including supplements, are hereby adopted as part of these specifications where reference is made. Said specifications will be hereinafter

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When in the opinion of the Engineer the site is adequately stabilized, the control measures shall be removed and properly disposed of by the Contractor.

- 11.2. The Contractor shall effectively prevent and control erosion and sedimentation on the site at the earliest practicable time as outlined in the approved SWPPP. Control measures, where applicable, will be implemented prior to the commencement of each construction operation or immediately after the area has been disturbed.
- 11.3. Disposal areas, stockpiles and haul roads shall be constructed in a manner that will minimize and control the amount of sediment that may enter receiving waters. Disposal areas shall not be located in any wetland, waterbody or streambed. Construction roads may not be located in or cross any waterbody or streambed without prior approval of the Engineer and shall be done in compliance with applicable rules and regulations.
- 11.4. Construction operations in rivers, streams, lakes, wetlands and other waterbodies shall be restricted to those areas where it is necessary to perform the work shown on the Plans. Wherever streams are crossed, temporary bridges, timber mats or other structures shall be used, as directed by the Engineer. The use of a work road within a stream channel shall be minimized to the greatest extent practicable.
- 11.5. Protected storage for paints, chemicals, solvents, fertilizers and other potentially toxic materials will be provided by the Contractor and on the location approved by the Engineer.
- 11.6. Construction staging areas and vehicle maintenance areas shall be constructed by the Contractor in a manner to minimize the runoff of pollutants and their location will be approved by the Engineer. The Contractor shall prevent pollution or receiving waters with petroleum products or other hazardous or regulated substances. When work areas of material sources are located adjacent to a waterbody, control measures such as dikes, gabions or rock berms shall be used to keep sediment and other contaminants from entering the adjacent waterbody. Care shall be taken during the construction and removal of such barriers to minimize down-gradient sedimentation.
- 11.7. All waterways shall be cleared as soon as practicable of temporary embankment, temporary bridges, matting, falsework, piling, debris or other obstructions placed during construction operations that are not a part of the finished work.
- 11.8. Disturbance of existing vegetation shall be minimized and limited to only those areas approved by the Engineer.
- 11.9. Construction entrances shall be stabilized by the use of rock, timber matting or other acceptable techniques to minimize the off-site vehicle tracking of sediment.
- 11.10. The project will not be accepted until, in the opinion of the Engineer, the Contractor has established a uniform perennial vegetative cover with a density of 70 percent in all areas not covered by permanent structures, or that equivalent permanent or temporary stabilization measures (such as riprap, gabions, soil retention blankets, mulching or geotextiles) have been employed.
- 11.11. After acceptance of the project by the Owner, the Owner will be responsible for maintenance of permanent erosion control practices.

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Development of the Storm Water Pollution Prevention Plan, temporary erosion, sedimentation and stormwater pollution prevention and control will not be measured for payment but shall be included in other items of work with the exception of bale barriers, silt fence, and permanent sodding or seeding. Pollution control measures may be applicable to construction work outside the right of way where such work is necessary as a result of related construction such as material-source operations, haul roads and equipment-storage sites. Pollution control measures outside the right-of-way or easement will not be measured for payment but shall be performed at the Contractor's expense.

In case of failure on the part of the Contractor to prevent and control soil erosion, sedimentation and water pollution which may degrade receiving water, the Engineer reserves the right to employ outside assistance or to use City forces to provide the necessary corrective measures. Such incurred direct costs plus project engineering costs will be deducted from any monies due or to become due to the Contractor.

PART-13. CONTRACTOR QUALITY CONTROL

Material testing during construction shall be provided by an approved independent testing laboratory certified by the Association of Certified Independent laboratories or ODOT, retained and paid for by the Contractor. All testing methods shall be in accordance with applicable sections of the Standard Specifications. Reports of the test shall be submitted to the Engineer within 48 hours after each test is completed. The testing laboratory shall give verbal notification to the Engineer immediately of any testing failures or irregularity. Material testing and certification shall be in accordance with the following schedule. The cost of testing shall be included in the price bid for the related work. There will be no additional payment for testing.

13.1 Minimum Sampling and Testing Schedule

13.1.1. Subgrade

In Place Density & Moisture Content	Two for entire project length.
-------------------------------------	--------------------------------

13.1.2. Aggregate Base

Quality L.A. abrasion	One per Source.
Gradation, L.L., & P.I.	One per Source.
Thickness in Place	One for entire project.

13.1.3 Concrete Fine Aggregate

Quality	One per each source.
Gradation	One per 300 Tons.

13.1.4 Concrete Course Aggregate

Quality	One per each source.
---------	----------------------

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Gradation

One per 300 Tons.

13.1.5. Concrete

Slump & Air Content

Test first delivery and every 5th unit thereafter and for each set of cylinders.

Cylinders

One set of 3 cylinders for each days pour larger than 15 C.Y. and one set of 3 cylinders for each 50 C.Y. for 28 day strength. Pours smaller than 15 C.Y. to be casted and tested as required by Engineer to insure quality.

13.1.6. Backfill for Cross Drain Culverts

Density

Two each installation.

LIEN RELEASE

WHEREAS, _____ has contracted
with the City of McAlester to furnish materials and to provide labor and services for

project number

bid number

THEREFORE, the undersigned Contractor does hereby certify and warrant that he has made payment in full for any and all labor and material obligations incurred directly and indirectly as a result of this work. Furthermore, the undersigned Contractor does hereby agree to indemnify and hold harmless from any and all claims and liens, the City of McAlester, its agents, and the project improvements and real property.

Contractor: _____

Authorized Agent: _____

Typed or Printed Name: _____

Title: _____

Date _____

STATE OF _____)

) ss.

COUNTY OF _____)

Before me the undersigned a Notary Public in and for said County and State on this _____ day of

_____, 20 _____, Personally appeared _____

_____, To me known to be the identical person(s) who

Executed the within and foregoing instrument, and acknowledged to me that he (they) executed the same as his (their) free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires:

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as principal, and

_____ a Corporation organized under the laws of the State of _____ and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the **City of McAlester**, in the penal sum of _____ DOLLARS

_____ in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this _____ day of _____ 20 _____

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with the **City of McAlester, Oklahoma**, dated _____ 20 _____ for:

_____ Illinois Avenue Drainage Improvements _____ Bid No. _____

all in compliance with the specifications therefor, made a part of said Contract and on file in the office of the City Clerk, City of McAlester, City Hall, McAlester, Oklahoma.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who performs work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

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

STATUTORY BOND

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

PRINCIPAL:

ATTEST:

By: _____

SURETY:

By: _____

Attorney-in-Fact

Address of Surety or Agent:

Telephone No. of Surety/Agent:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as principal, and

_____ a Corporation organized under the laws of the State of _____

and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the **City of McAlester**, in the penal sum of _____

_____ DOLLARS

_____ in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this _____ day of _____ 20 _____

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with the

City of McAlester, Oklahoma, dated _____ 20 _____ for:

Illinois Avenue Drainage Improvements _____ Bid No. _____

all in compliance with the specifications therefor, made a part of said Contract and on file in the office of the City Clerk, City of McAlester, City Hall, McAlester, Oklahoma.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials, and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said City of McAlester from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents, servants, or employees, and if said Principal shall protect and save the City of McAlester harmless from all suits and claims in infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

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

PERFORMANCE BOND

PRINCIPAL:

By _____

SURETY:

By _____
Attorney-in-Fact

ATTEST:

Address of Surety or Agent:

Telephone No. of Surety/Agent:

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as principal, and
_____ a corporation organized
under the laws of the state of _____ and authorized to transact business
in the State of Oklahoma, as Surety, are held and firmly bound unto the **City of McAlester,**
Oklahoma, in the penal sum of _____

_____ DOLLARS
_____ in lawful money of the United States of America said sum being equal to
one hundred percent (100%) of the contract price, for the payment of which, well and truly to be
made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors,
and assigns, jointly and severally, firmly by these presents.

DATED this _____ day of _____ 20 _____

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with the

(Seal)

City of McAlester, Oklahoma, dated _____ 20 _____ for:

Illinois Avenue Drainage Improvements _____ Bid No. _____

all in compliance with the specifications therefor, made a part of said Contract and on file in the
office of the City Clerk, City of McAlester, City Hall, McAlester, Oklahoma.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City of McAlester
all damage, loss, and expense which may result by reason of defective materials and/or
workmanship in connection with said work, occurring within a period of two (2) years from and after
acceptance of said project by the City of McAlester; and if Principal shall pay or cause to be paid all
labor and materials, including the prime contractor and all subcontractors; and if Principal shall save
and hold the City of McAlester harmless from all damages, loss, and expense occasioned by or
resulting from any failure whatsoever of said Principal, then this obligation shall be null and void,
otherwise to be and remain in full force and effect.

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

MAINTENANCE BOND

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

PRINCIPAL:

ATTEST:

By _____

SURETY:

By _____

Attorney-in-Fact

Address of Surety or Agent:

Telephone No. of Surety/Agent:

CONTRACTOR APPLICATION FOR PAYMENT

Bid No.: _____ Project No.: _____ Date: _____

Account No.: _____ P. O. No.: _____ Application No.: _____

Project Name: _____

Contractor: _____

Engineer: _____

Period From: _____ 20 _____ To: _____

ORIGINAL CONTRACT AMOUNT \$ _____

Net Adjustments Due To:
Change Orders (List No.'s & Dates): \$ _____

Quantity Changes (List Sheet & Dates): \$ _____

Other (Describe): \$ _____

CURRENT CONTRACT AMOUNT \$ _____

PREVIOUS PAYMENTS TO
CONTRACTOR \$ _____

PREVIOUS RETAINAGE \$ _____

TOTAL VALUE OF WORK THIS PERIOD \$ _____

RETAINED AMOUNT: (_____)% \$ _____

Engineer's Adjustments
(Describe) _____

PAYMENT DUE THIS PERIOD: \$ _____

TOTAL PAYMENTS TO DATE: \$ _____

TOTAL RETAINAGE TO DATE: \$ _____

The undersigned Engineer certifies that to the best of his knowledge, observations, and belief, the information presented as a basis payment in this Application is correct, and the Contractor is entitled to the PAYMENT DUE THIS PERIOD.

Engineer: _____ Date: _____

Owner: City of McAlester Date: _____

CONTRACTOR APPLICATION FOR PAYMENT

EXAMPLE APPLICATION FOR PAYMENT

Item	Description	Unit Price	Work Completed				% Complete to Date	Scheduled	\$ Amount
			Total Previous Applications		Total This Application				
			% Complete	\$ Amount	% Complete	\$ Amount	(* = final Q.)	% Complete	To Date
1	LUMP SUM TOTAL								

* Indicates final quantity

The undersigned Contractor certifies that all work in this Application for Payment has been completed in accordance with the Contract Documents, and that he has paid all obligations for previously completed work on which payments have been issued.

Contractor _____

I've inspected the project and applicable stored materials and construction qualities requested in this payment are true and correct, and all work has been performed in accordance with the project plans and specifications.

Construction Inspector _____

INVOICE AFFIDAVIT

STATE OF _____)
_____) ss.
COUNTY OF _____)

The undersigned consulting engineer or contractor, of lawful age, being first duly sworn, on oath says that this invoice is true and correct. Affiant further states that the work, services or materials as shown by this invoice have been completed or supplied in accordance with the plans, specifications, orders, or requests furnished to the affiant. Affiant further states that (s)he has made no payment, given, or donated or agree to pay, give or donate, either directly or indirectly, to any elected official, officer, or employee of the City of McAlester, of money or any other thing of value to obtain payment of this invoice.

Subscribed and sworn to before me on this _____ day of _____ 20 _____

Consulting Engineer or Contractor

Notary Public

My Commission Expires: _____

(Seal)

STATE OF _____)
_____) ss.
COUNTY OF _____)

The undersigned City of McAlester project engineer, of lawful age, being first duly sworn, on oath says that this invoice is true and correct. Affiant further states that the work, services, or materials as shown by this invoice have been completed or supplied in accordance with the plans, specifications, orders, or requests furnished to the affiant. Affiant further states that (s)he has received no payment of money, gift, or donation, or any other thing of value, either directly or indirectly, from consulting engineer or contractor to obtain payment of this invoice.

Subscribed and sworn to before me on this _____ day of _____ 20 _____

City of McAlester Project Engineer

Notary Public

My Commission Expires: _____

(Seal)

CHANGE ORDER NO.

OWNER: CITY OF McALESTER

DATE OF AGREEMENT:

CONTRACTOR:

DATE OF CHANGE ORDER:

PROJECT:

The following changes are made to the CONTRACT Documents:

JUSTIFICATION:

Original CONTRACT Price:	\$ _____
Present CONTRACT Price:	\$ _____
The CONTRACT price due to this Change Order No. ____ will be (Increased) (Decreased) by:	\$ _____
The new CONTRACT price including this Change Order will be:	\$ _____

THE DATE FOR COMPLETION OF ALL WORK WILL BE:

ATTEST:

CITY OF McALESTER, OWNER

By: _____
Cora M. Middleton City Clerk

By: _____
Steve Harrison, Mayor

(SEAL)

CONTRACTOR:

ATTEST:

By: _____

EVIDENCE OF TAX EXEMPT STATUS

To Vendor: _____

Amount of Purchase: _____ Date _____

Project Name: Illinois Avenue Drainage Improvements

The City of McAlester, Oklahoma, hereby appoints:

as its agent for the sole purpose of purchasing property described herein.

All materials acquired on the above project are for the City of McAlester, Oklahoma. Upon passage of Title, all of such property will be included in the above-referenced project owned by the City of McAlester. Title to all such property shall pass to said City from the Vendor, f.o.b., McAlester, Oklahoma.

This project is owned by the City and accordingly, all of such property is exempt from Oklahoma Sales and Use Taxes and City Sales Tax. Notwithstanding this appointment, the City is not responsible to the Vendor for the payment of the purchase price specified herein. Title to the property described is deemed to pass directly from the Vendor to the City of McAlester, Oklahoma.

DATED this _____ day of _____ 20 _____

CITY OF McALESTER, OKLAHOMA

Mayor

Signature of Contractor/Purchaser

SALES TAX EXEMPTION CERTIFICATE

Project Name: Illinois Avenue Drainage Improvements

has been appointed agent for the City of McAlester, Oklahoma, for the purchase of property or services for the above-referenced project to be owned by the City of McAlester. Payment of the purchase price of such property or services shall be made by the Company and not the City, and the supplier shall have no recourse whatever against the City on account of the failure of the Company or any of its subcontractors or agents to pay the purchase price, or any part thereof, of such property or services. Upon passage of title, all such property will be included in a project owned by the City. All of such property or services are exempt from Oklahoma Sales and Use Taxes and/or City Sales Taxes.

DATED this _____ day of _____ 20 _____

CITY OF McALESTER, OKLAHOMA

Mayor

Council Chambers
Municipal Building
September 8, 2015

The McAlester Airport Authority met in Regular session on Tuesday, September 8, 2015 at 6:00 P.M. after proper notice and agenda was posted September 4, 2015.

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

A motion was made by Mr. Smith and seconded by Mr. Garvin to approve the following:

- Approval of the Minutes from the August 25, 2015, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending September 1, 2015. *(Toni Ervin, Chief Financial Officer)* in the amount of \$ 5,020.00.
- Confirm action taken on City Council Agenda Item O, to ratify and approve the Outer Marker Site & Access Road Lease Agreement between the City of McAlester and the U.S. Department of Transportation Federal Aviation Administration. This equipment allows for instrument Landings at the McAlester Airport. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item P, to ratify and approve a property lease between the City of McAlester and Jo Ann Crabtree for the purpose of placing and maintaining an "Outer Marker" facility as a component of an instrument landing system. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2538 which established the budget for fiscal year 2015-16; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 4, authorizing the Mayor to sign Federal Aviation Administration Grant Offer for Airport Improvement Program Project No. 3-40-0057-013-2015 "Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting Taxiway Pavement". *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 5, authorizing the Mayor to sign a contract between the City of McAlester and Bronze Oak, LLC, to construct the following McAlester Regional Airport improvements: "Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting Taxiway Pavement", Project 3-40-0057-013-2015. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

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

AYE: Trustees Karr, Smith, Titsworth, Barnett, Garvin & Chairman Harrison

NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority, Mr. Smith moved for the meeting to be adjourned, seconded by Mr. Garvin.

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

AYE: Trustees Karr, Smith, Titsworth, Barnett, Garvin & Chairman Harrison

NAY: None

Chairman Steve Harrison declared the motion carried.

Steve Harrison, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
August 27, 2015

The McAlester Public Works Authority met in Special session on Thursday, August 18, 2015 at 5:00 P.M. after proper notice and agenda was posted August 26, 2015.

Present: Weldon Smith, Travis Read, Robert Karr, Buddy Garvin, Jason Barnett, John Titsworth, & Steve Harrison
Absent: None
Presiding: Steve Harrison, Chairman

A motion was made by Mr. Karr and seconded by Mr. Smith to approve RESOLUTION NO. 15-13:

- Consider and take action with respect to a resolution authorizing the McAlester Public Works Authority (The 'Authority') to issue its Sales Tax Revenue Refunding Note, taxable Series 2015 (The 'Note') in the aggregate principal amount of not to exceed \$13,000,000.00; waiving competitive bidding and authorizing the Note to be sold on a negotiated basis; approving and authorizing execution of a Sales Tax Agreement by and between the City of McAlester, Oklahoma (The 'City') and the Authority pertaining to a year-to-year pledge of certain sales tax revenue; approving and authorizing execution of a note indenture authorizing the issuance and securing the payment of the note; providing that the organizational document creating the Authority is subject to the provisions of the note indenture; authorizing and directing the execution of the Note and other documents relating to the transaction, including an escrow deposit agreement; and containing other provisions relating thereto.

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

AYE: Trustees Karr, Smith, Titsworth, Read, Garvin, Barnett & Chairman Harrison
NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority. Mr. Karr moved for the meeting to be adjourned, and the motion was seconded by Mr. Smith.

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

AYE: Trustees Karr, Smith, Titsworth, Read, Garvin, Barnett & Chairman Harrison
NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
August 31, 2015

The McAlester Public Works Authority met in Special session on Monday, August 31, 2015 at 5:00 P.M. after proper notice and agenda was posted August 28, 2015.

Present: Weldon Smith, Travis Read, Robert Karr, Buddy Garvin, Jason Barnett, John Titsworth, & Steve Harrison
Absent: None
Presiding: Steve Harrison, Chairman

A motion was made by Mr. Smith and seconded by Mr. Read to approve the following:

- Confirm action taken on City Council Agenda Item 1, Change Order No. 4 to the contract with Carstensen Contracting, Inc. for the construction of CIP#4 Improvements and authorize the Mayor to sign Change Order No. 4. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 2, Change Order No. 5 to the contract with Carstensen Contracting, Inc. for the construction of CIP#4 Improvements and authorize the Mayor to sign Change Order No. 5. *(Peter Stasiak, City Manager)*

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

AYE: Trustees Smith, Read, Titsworth, Karr, Garvin, Barnett & 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 Smith, Read, Titsworth, Karr, Garvin, Barnett & Chairman Harrison
NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
September 8, 2015

The McAlester Public Works Authority met in Regular session on Tuesday, September 8, 2015 at 6:00 P.M. after proper notice and agenda was posted September 4, 2015.

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

A motion was made by Mr. Smith and seconded by Mr. Garvin to approve the following:

- Approval of the Minutes from the August 18, 2015, Special Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Approval of the Minutes from the August 25, 2015, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)* in the amount of \$ 182,948.62.
- Confirm action taken on City Council Agenda Item C, regarding claims ending September 1, 2015. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item D, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-14-06-10, in the amount of \$9,901.50, 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 E, authorization of payment to T. McDonald Construction, Inc., Contractor's Application for Payment #10, in the amount of \$192,479.44, 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 F, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #8", in the amount of \$148,721.79 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 #35134, in the amount of \$9,330.00 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 H, authorization of payment to EST, Inc., Invoice #35135, in the amount of \$32,789.25 for Construction Management Services and Materials Testing Services related to CIP#4 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 I, receipt of Permit No. WL 000061150601 from the Oklahoma Department of Environmental Quality (ODEQ) for the construction of 743 linear feet of eight (8) inch PVC sewer line and 766 linear feet of twelve (12) inch PVC sewer line to serve the Cottage Park Phase II, City of McAlester, Pittsburg County, Oklahoma. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item J, receipt of Permit No. WL 000061150647 from the Oklahoma Department of Environmental Quality (ODEQ) for the construction of 1,171 linear feet of eight (8) inch sewer line on Adams Street and Miami Avenue to serve the existing customers of City of McAlester, Pittsburg County, Oklahoma. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item N, to ratify and approve a Facilities Space Agreement between the City of McAlester and the Oklahoma Department of Environmental Quality. To monitor the impact and extent of industrial pollution from urban areas adjacent to Southeastern Oklahoma. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item T, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #2", in the amount of \$5,715.98, retainage, for the construction of road and infrastructure improvements related to CIP#1 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 1, an Ordinance amending Ordinance No. 2538 which established the budget for fiscal year 2015-16; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 2, an Ordinance to close 105' of the 10' Utility Easement in Lots 3 and 4, in Block 1, Eagle Ridge Addition to the City of McAlester, Pittsburg County, State of Oklahoma, from the east right-of-way of Whippoorwill Drive to the west boundary of the 15' Utility Easement in Lots 3 and 4, in

Block 1, Eagle Ridge Addition. *(Leroy Alsup, Community and Economic Development Director)*

- Confirm action taken on City Council Agenda Item 4, authorizing the Mayor to sign Federal Aviation Administration Grant Offer for Airport Improvement Program Project No. 3-40-0057-013-2015 “Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting Taxiway Pavement”. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 5, authorizing the Mayor to sign a contract between the City of McAlester and Bronze Oak, LLC, to construct the following McAlester Regional Airport improvements: “Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting Taxiway Pavement”, Project 3-40-0057-013-2015. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 6, accepting the bid amount of \$86,350.00 from Rocking O Construction, LLC to repair a portion of the Sandy Creek canal wall, and authorizing the Mayor to sign the Notice of Award to Rocking O Construction, LLC, and the Agreement to complete the repair. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

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

AYE: Trustees Karr, Smith, Titsworth, Barnett, Garvin & Chairman Harrison.

NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority. Mr. Smith moved for the meeting to be adjourned, and the motion was seconded by Mr. Garvin. There was no discussion and the vote was taken as follows:

AYE: Trustees Karr, Smith, Titsworth, Barnett, Garvin & Chairman Harrison.

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
August 25, 2015

The McAlester Retirement Trust Authority met in Regular session on Tuesday, August 25, 2015 at 6:00 P.M. after proper notice and agenda was posted August 24, 2015.

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

Absent: None

Presiding: Steve Harrison, Chairman

A motion was made by Mr. Smith and seconded by Mr. Read to approve the following:

- Approval of the Minutes from the July 28, 2015 Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of August, 2015. (*Toni Ervin, CFO*) in the amount of \$83,922.19.

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

AYE: Trustees Titsworth, Karr, Read, Smith, Barnett, Garvin & Chairman Harrison

NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority, Mr. Smith moved for the meeting to be adjourned, seconded by Mr. Read. The vote was taken as follows:

AYE: Trustees Titsworth, Karr, Read, Smith, Barnett, Garvin & Chairman Harrison.

NAY: None

Chairman Harrison declared the motion carried.

Steve Harrison, Chairman

ATTEST:

Cora Middleton, Secretary