



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, December 8, 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

RECOGNITION AWARDS

Oklahoma Municipal League, Inc. – Honor Roll of Service. *(Mayor Steve Harrison)*

Recognition of a Quarter Century of Service to the City of McAlester

Eric Giles
Windell Henry
Sherman Miller
Tom Stone

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Approval of the Minutes from the November 24, 2015, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for November 18, 2015 through December 1, 2015. *(Toni Ervin, Chief Financial Officer)*
- C. Accept and place on file, the Oklahomans for Independent Living (OIL) quarterly report for the period of July 1, 2015 through September 30, 2015. *(Pam Pulchny, Executive Director O.I.L.)*
- D. Consider and act upon, authorization of payment to Carstensen Construction, Inc., Contractor's Application for Payment #7, in the amount of \$67,898.01, for the construction of road and infrastructure improvements related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- E. Consider and act upon, authorization of payment to Carstensen Construction, Inc., Contractor's Application for Payment #3, in the amount of \$187,778.30, for the construction of road and infrastructure improvements related to CIP#4A and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- F. Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-14-06-13, in the amount of \$11,049.50, for Construction Management and Resident Project Representative Services related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*

- G. Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-15-02-03, in the amount of \$ 23,590.00, for Professional Services related to Washington Avenue Pavement Reconstruction and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- H. Consider and act upon, authorization of payment to T. McDonald Construction, Inc., Contractor's Application for Payment #13, in the amount of \$332,030.47, for the construction of road and infrastructure improvements related to CIP#3 and funded through the McAlester Public Works Authority Construction fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- I. **TABLED FROM NOVEMBER 24TH MEETING:** Consider and act upon, authorization of payment to EST, Inc., Invoice # 35595, in the amount of \$43,719.00 for Construction Management Services and Materials Testing Services related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- J. Consider and act upon, authorization of payment to EST, Inc., Invoice # 35928, in the amount of \$10,929.75 for Construction Management Services and Materials Testing Services related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- K. Consider and act upon, authorization of payment to EST, Inc., Invoice # 35989, in the amount of \$33,950.00 for Construction Management Services and Materials Testing Services related to CIP#4A and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- L. Concur with the Mayor's reappointment of Heather Para to serve on the Library Advisory Board. *(Steve Harrison, Mayor)*
- M. Consider and act upon, authorizing the Mayor to sign the final copy(s) of the Wholesale Water Districts contracts with cover letter based on the last council meeting. The contract renewals are dated based on our fiscal year from July 1 to June 30, instead of calendar year. *(Toni Ervin, Chief Financial Officer)*
- N. Consider and act upon, authorizing the Mayor to sign a Disaster Emergency Proclamation for the City of McAlester. Gov. Mary Fallin declared a state of emergency for all 77 Oklahoma counties due to a winter storm recently crossing the state. The storm brought several inches of rain to the eastern part of the state, as well as, ice accumulations in the western part of the state. *(Peter Stasiak, City Manager)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

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

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATION OF THE ZONING DISTRICT FOR LOT 4, IN BLOCK 340, SOUTH McALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT TO C-4 RESTRICTED COMMERCIAL DISTRICT.

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING CHAPTER 106, ARTICLE V, STORMWATER UTILITY PROGRAM, SECTION 106-401. PURPOSE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE BILLING DATE OF FEBRUARY 1, 2016.

SCHEDULED BUSINESS

1. 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.

2. Consider and act upon, an Ordinance amending the general zoning ordinance and accompanying map thereto known as General Zoning Ordinance No. 1843 (1989), by changing the classification of the zoning district for Lot 4, in Block 340, South McAlester, Pittsburg County, State of Oklahoma from R-1B Single-Family Residential District to C-4 Restricted Commercial District. *(Leroy Alsup, Community and Economic Development Director)*

Executive Summary

Motion to act upon and approve the above Ordinance changing the classification of the zoning district for the property identified in the Ordinance from R-1B Single-Family Residential District to C-4 Restricted Commercial District and authorizing the Mayor to sign the ordinance.

3. Consider and act upon, authorizing the Mayor to sign an Ordinance amending Chapter 106, Article V, Stormwater Utility Program, Section 106-401 Purpose; repealing all conflicting ordinances; providing for a severability clause and establishing an effective billing date of February 1, 2016 . *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Staff recommends the establishment of a Stormwater Utility Fee of \$4 service charge for each equivalent service unit.

4. Consider and act upon, a resolution setting the election dates for Wards 1, 3, 5 and Mayor. *(Steve Harrison, Mayor)*

Executive Summary

Motion to approve resolution setting the election dates for Wards 1, 3, 5 and Mayor.

5. Consider and act upon, Change Order No. 7 to the contract with T. McDonald Construction, Inc. for the construction of CIP#3 Improvements on Second Street and authorize the Mayor to sign Change Order No. 7. *(Peter Stasiak, City Manager)*

Executive Summary

Motion to approve Change Order No. 7 to the contract with T. McDonald Construction, Inc and authorizing the Mayor to sign the Change Order changing the Contract Substantial Completion to December 17, 2015 and decreasing the contract price to \$2,725,037.00.

6. Consider and act upon, authorizing the Mayor to sign a resolution in agreement with Oklahoma Department of Transportation for the removal of unwarranted traffic signals on Carl Albert Parkway. *(Peter Stasiak, City Manager)*

Executive Summary

Staff recommends participation and authorizing the Mayor to sign the attached Resolution.

NEW BUSINESS

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

CITY MANAGER'S REPORT (Peter J. Stasiak)

- Report on activities for the past two weeks.

REMARKS AND INQUIRIES BY CITY COUNCIL

MAYORS COMMENTS AND COMMITTEE APPOINTMENTS

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the November 24, 2015, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending December 1, 2015. *(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 November 24, 2015, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending December 1, 2015. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item D, authorization of payment to Carstensen Construction, Inc., Contractor's Application for Payment #7, in the amount of \$67,898.01, for the construction of road and infrastructure improvements related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item E, authorization of payment to Carstensen Construction, Inc., Contractor's Application for Payment #3, in the amount of \$187,778.30, for the construction of road and infrastructure improvements related to CIP#4A and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item F, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-14-06-13, in the amount of \$11,049.50, for Construction Management and Resident Project Representative Services related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item G, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-15-02-03, in the amount of \$ 23,590.00, for Professional Services related to Washington Avenue Pavement Reconstruction and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item H, authorization of payment to T. McDonald Construction, Inc., Contractor's Application for Payment #13, in the amount of \$332,030.47, for the construction of road and infrastructure improvements related to CIP#3 and funded through the McAlester Public Works Authority Construction fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- **TABLED FROM NOVEMBER 24TH MEETING:** Confirm action taken on City Council Agenda Item I, authorization of payment to EST, Inc., Invoice # 35595, in the amount of \$43,719.00 for Construction Management Services and Materials Testing Services related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item J, authorization of payment to EST, Inc., Invoice # 35928, in the amount of \$10,929.75 for Construction Management Services and Materials Testing Services related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item K, authorization of payment to EST, Inc., Invoice # 35989, in the amount of \$33,950.00 for Construction Management Services and Materials Testing Services related to CIP#4A and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item M, authorizing the Mayor to sign the final copy(s) of the Wholesale Water Districts contracts with cover letter based on the last council meeting. The contract renewals are dated based on our fiscal year from July 1 to June 30, instead of calendar year. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item N, authorizing the Mayor to sign a Disaster Emergency Proclamation for the City of McAlester. Gov. Mary Fallin declared a state of emergency for all 77 Oklahoma counties due to a winter storm recently crossing the state. The storm brought several inches of rain to the eastern part of the state, as well as, ice accumulations in the western part of the state. *(Peter Stasiak, City Manager)*
- 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 3, an Ordinance amending Chapter 106, Article V, Stormwater Utility Program, Section 106-401 Purpose; repealing all conflicting ordinances; providing for a severability clause and establishing an effective billing date of February 1, 2016. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item 4, a resolution setting the election dates for Wards 1, 3, 5 and Mayor. (*Steve Harrison, Mayor*)
- Confirm action taken on City Council Agenda Item 5, Change Order No. 7 to the contract with T. McDonald Construction, Inc. for the construction of CIP#3 Improvements on Second Street and authorize the Mayor to sign Change Order No. 7. (*Peter Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 6, authorizing the Mayor to sign a resolution in agreement with Oklahoma Department of Transportation for the removal of unwarranted traffic signals on Carl Albert Parkway. (*Peter Stasiak, City Manager*)

ADJOURN MPWA

RECONVENE COUNCIL MEETING

ADJOURNMENT

CERTIFICATION

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

Cora M. Middleton, City Clerk

The McAlester City Council met in a Regular session on Tuesday, November 24, 2015, at 6:00 P.M. after proper notice and agenda was posted, November 23, 2015 at 11:55 A.M.

Call to Order

Mayor Harrison called the meeting to order.

Fifth Ward Councilman Buddy Garvin 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; Toni Ervin, CFO; John Modzelewski, City Engineer/Public Works Director; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Citizens Comments on Non-Agenda Items

There were no citizens' comments.

Consent Agenda

- A. Approval of the Minutes from the November 10, 2015, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for November 4, 2015 through November 17, 2015. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$97,106.21; Parking Authority - \$128.02; Nutrition - \$1,180.50; Landfill Res./Sub-title D - \$8,590.13; Employee Retirement - \$13,642.50; Tourism Fund - \$3,099.54; SE Expo Center - \$10,163.17; E-911 - \$44,075.81; Economic Development - \$28,685.56; Grants & Contributions - \$6,180.12; Fleet Maintenance - \$5,968.30; Worker's Compensation - \$941.68; CIP Fund - \$52,479.31 and Technology Fund - \$581.43.
- C. Consider and act upon, authorization of payment to Carstensen Construction, Inc., Contractor's Application for Payment #6, in the amount of \$436,892.37, for the

construction of road and infrastructure improvements related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

- D. Consider and act upon, authorization of payment to Carstensen Construction, Inc., Contractor's Application for Payment #2, in the amount of \$360,467.88, for the construction of road and infrastructure improvements related to CIP#4A and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- E. Consider and act upon, authorization of payment to EST, Inc., Invoice # 35595, in the amount of \$43,719.00 for Construction Management Services and Materials Testing Services related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- F. Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-15-02-02, in the amount of \$ 13,670.00, for Professional Services related to Washington Avenue Pavement Reconstruction and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- G. Consider and act upon, authorization of payment to City of McAlester, Invoice # 15-00604, in the amount of \$ 12,890.00, for Professional Services related to Washington Avenue Pavement Reconstruction and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- H. Consider and act upon, a resolution allowing the Oklahoma Department of Transportation (ODOT) to select one of ODOT's prequalified engineering firms to provide engineering services to the City of McAlester for compliance with National Bridge Inspection Standards. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- I. Consider and act to authorize the release of funds derived from City Ordinance 2159, for the acquisition, construction or equipment of educational facilities to facilitate the Memorandum of Understanding between the McAlester Public Works Authority and the Board of Education of Independent School District No. 80, Pittsburg County, Oklahoma. *(Toni Ervin, Chief Financial Officer)*
- J. Consider and act upon, authorizing the Mayor to sign a proposal from Compton Electric Company, LLC in the amount of \$10,950.00 for the replacement of a 400 amp indoor fused disconnect at City Hall in order to complete the installation of the new E-911 generator. *(Toni Ervin, Chief Financial Officer)*
- K. Consider and act upon, authorizing the Mayor to sign the Fidelity National Title Escrow Account instructions. This is the Lowe's Escrow account for Economic Development. It

has been a 10 year agreement and these funds are in the process of being released back to the City of McAlester. *(Toni Ervin, Chief Financial Officer)*

- L. Consider and act upon, authorizing the Mayor to exercise the 180 day second term on the “Option to Purchase Real Estate” agreement with Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust for the Retail Connection Development at 14th Street and U.S. Highway 69 and approve the issuance of a \$5,000 check to Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust. *(Peter Stasiak, City Manager)*
- M. Consider and act upon, ratification of Change Order #4 to Carstensen Contracting for CIP#4A in the amount of \$4,265.25. *(Peter Stasiak, City Manager)*
- N. Consider and act upon, ratification of Change Order #10 and Change Order #11 to Carstensen Contracting for CIP#4 in the amounts of \$740.00 and \$1,630.00, consecutively. *(Peter Stasiak, City Manager)*
- O. Consider and act upon, to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 201157-KW. *(Cora Middleton, City Clerk)*
- P. Consider and act upon, approval of the 2016 Annual Meeting Schedules for the McAlester City Council, the McAlester Airport Authority, the McAlester Public Works Authority, and the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Q. Consider and act upon, approval of the 2015 Jr. Sunbelt Classic expenditures and authorize submittal of the request for reimbursement as per the agreement dated September 9, 2014. *(Cora Middleton, City Clerk)*
- R. Consider and act upon, authorizing the Mayor to sign a Memorandum of Understanding between the City of McAlester and the Department of Public Safety, Division XC/Indian Nation Turnpike for the use of office space at the McAlester Expo Center during an unforeseen emergency. *(Jerry Lynn Wilson, Expo Center Manager)*
- S. Consider and act upon, authorizing the Mayor to sign a Memorandum of Understanding between the City of McAlester and the Department of Public Safety, Division D for the use of office space at the McAlester Expo Center during an unforeseen emergency. *(Jerry Lynn Wilson, Expo Center Manager)*

Vice-Mayor Read requested that Consent Agenda items “I and Q” be removed for individual consideration. Manager Stasiak requested that Consent Agenda item “E” be tabled until after item number 9 was considered.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve Consent Agenda items “A through D, F through H, J through P, R and S”. 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

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

A motion was made by Councilman Karr and seconded by Councilman Smith to authorize the release of funds derived from City Ordinance 2159, for the acquisition, construction or equipment of educational facilities to facilitate the Memorandum of Understanding between the McAlester Public Works Authority and the Board of Education of Independent School District No. 80, Pittsburg County, Oklahoma.

Before the vote, Vice-Mayor Read inquired if this could be considered before the Budget Amendment was considered.

CFO Ervin commented that this was authorization to request the funds and Attorney Ervin stated that as long as funds were not released before the close of the meeting, this item could be considered prior to the Budget Amendment.

Mayor Harrison stated that this item would be held until the Budget Amendment was considered.

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

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to accept and approve the 2015 Jr. Sunbelt Classic expenditures and authorize submittal of the request for reimbursement as per the agreement dated September 9, 2014.

After a brief discussion concerning the amount of maximum expenditure, this not being a request for payment only information and not releasing any funds until a request had been received and approved the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

A motion was made by Councilman Karr and seconded by Vice-Mayor Read to open a Public Hearing to address one (1) Ordinance amending the Fiscal Year 2015-2016 Budget. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried and the Public Hearing was opened at 6:12 P.M.

Public Hearing

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 audience or Council and Vice-Mayor Read moved to close the Public Hearing. The motion was seconded by Councilman Smith and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried and the Public Hearing was closed at 6:12 P.M.

Scheduled Business

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

Executive Summary
Presentation

Councilman Karr stated that he had requested this item placed on the agenda. He commented that he felt it was appropriate to present the history of the Choctaw people and the City of McAlester, and recognize Native American Heritage Month.

Members the Choctaw Nation addressed the Council reviewing the history of their tribe and how the Choctaw people had influenced the establishment of the City of McAlester, the culture of the people and how members are working to preserve that culture today.

There was no action taken on this item.

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

Executive Summary

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

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve RESOLUTION NO. 15-17, authorizing and calling a Special Election regarding the Hospital's creation of indebtedness.

Before the vote, there was discussion among the Council and McAlester Regional Health Center's CEO David Keith concerning the proposed project, not asking for more sales or property taxes, how long the project would take if the proposition was approved and how the project would be funded. There was no further discussion, and the vote was taken as follows:

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

NAY: None

ABSTAIN: Councilman Smith (counted as a no)

Mayor Harrison declared the motion carried.

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

Executive Summary

Motion to approve the budget amendment ordinance.

ORDINANCE NO. 2551

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. 2551**, amending fiscal year 2015-2016.

Before the vote, CFO Ervin addressed the Council reviewing the exhibits to the amendment. She explained that this amendment would allocate Worker's Compensation expenses to the appropriate department, appropriate funds for EMS contracted services, appropriate funds for electrical upgrade for the E911 generator, appropriate funds for the driveway behind Will Rogers Elementary, appropriate funds for unbudgeted Repairs and Maintenance, appropriate funds for additional liability insurance for the SE Expo and new Expo sign and appropriate funds for the 2016 OSMPC Grant for Defense Development. 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.

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

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

NAY: None

Mayor Harrison declared the motion carried

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

Executive Summary

Discussion.

CFO Ervin addressed the Council reviewing the City's financial status to date. During her review, CFO Ervin commented that revenues were down but the expenses were proportionally under and that she projected that the City would be okay at the end of the fiscal year. She stated that the "At-a-Glance" financial covered the big picture but she continued to look at line items to insure the City was not dipping into the Fund Balances. She reminded the Council that the Audit & Finance Advisory Board also reviewed the line items.

There was no action taken on this item.

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

Executive Summary

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

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to declare certain vehicles and equipment surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287.

Before the vote, CFO Ervin addressed the Council explaining that there were thirteen (13) vehicles, one (1) dump truck, five (5) mowers, one (1) tractor and one (1) enclosed trailer included on the list. She added that all of the items were in various conditions and it would not be economically feasible for the City to attempt to repair any of the items.

After a brief discussion concerning the value of the items, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

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

Executive Summary

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

A motion was made by Councilman Karr and seconded by Councilman Smith to approve and authorize the Mayor to sign the update to the Wholesale Water Purchase Contracts.

Before the vote, CFO Ervin addressed the Council explaining that this was a continuation from a previous Special Meeting. She added that she had included a cost analysis and this information was from audited numbers.

After a brief discussion concerning how the calculations were made, if charging for water loss, using the CPIU until this calculation was no longer valid, the City Attorney's review of the contracts and establishing the rate for the next fiscal year, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

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

Executive Summary

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

Manager Stasiak addressed the Council requesting that this item be pulled. He commented that this contract would need to be re-bid because the City had only received three (3) bids and there was quite a difference in the bids.

This item was pulled.

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

Executive Summary

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

A motion was made by Councilman Smith and seconded by Councilman Karr to approve Change Order No. 12 to the contract with Carstensen Contracting, Inc. for the construction of CIP#4 Improvements and authorize the Mayor to sign Change Order No. 12.

Before the vote, Director Modzelewski addressed the Council explaining that this Change Order addressed an increase in the number of driveways related to this contract.

After a brief discussion concerning the original number of driveways and why the number increased, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

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

Executive Summary

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

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

Before the vote, Manager Stasiak addressed the Council reviewing the material that he had received regarding this matter stating that he had not received all of the requested information. He then reviewed the steps that had been taken to date.

After a lengthy discussion among the Council, Manager Stasiak, Attorney Ervin and Shane Long from EST regarding the responsibilities of each party involved in the construction projects, what had or had not been said during the progress meetings, addressing related personnel matters, what the City would have to do if this item was approved, language in the contracts and used by each party, common procedures used by other communities and the increase in the City Manager's approval limit, the vote was taken as follows:

AYE: Councilman Read, Titsworth, Karr & Mayor Harrison

NAY: Councilman Garvin, Barnett & Smith

Mayor Harrison declared the motion carried.

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

Executive Summary

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

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve the establishment of a Ward Commission for the City of McAlester per the City Charter.

Before the vote, Mayor Harrison commented that there had not been the majority required to approve this item at the previous meeting, therefore it had to be brought back before the Council. He added that it was the same as presented at the last meeting.

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

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

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 stated that he had submitted his report to the Council tonight, apologized for not getting it included in the packet and asked that the Council review the report and if they had any questions or comments to please get with him. He stated that the City had the 9th and Illinois drainage project in progress and the 7th and Seminole drainage project that had been completed. He updated the Council on the following projects, CIP #1, CIP #2, CIP #3, CIP #4, the Archery Park and the Genealogy Building Roof.

Mayor Harrison commented that he would like to see the effort made to include this in the packet.

Remarks and Inquiries by City Council

Councilmen Smith, Titsworth and Barnett did not have comments or inquiries for the evening.

Councilman Garvin commented that he wanted Manager Stasiak to address the following issues in Ward Five (5): Park Street between 4th and 7th Streets, Coal Avenue, B Street, and 11th Street and Electric Avenue. He also commented that he wanted the "Salvage Yard" on Main Street addressed and he would like to receive an update when these items were taken care of.

Councilman Karr and Vice-Mayor Read wished all a Happy Thanksgiving.

Mayor's Comments and Committee Appointments

Mayor Harrison clarified for the Council that as a Council they could put items on the agenda and direct the City Manager and as individual Councilmen they could make inquiries but could not direct the City Manager. If there were things that needed to be done then that needs to be placed on the agenda.

Councilman Garvin commented that he was under the impression that as a Councilman they could direct the Manager. But if things needed to be placed on the agenda there would be items on the agenda every week. He apologized for the misunderstanding.

Manager Stasiak commented that he receives inquiries from all of the Council and those inquiries were taken seriously and tried to address all matters.

Mayor Harrison commented that there was one (1) other Consent Agenda item that needed to be addressed and inquired on how it should be handled.

Manager Stasiak stated that it was Item "E" and he would ask for guidance from the City Attorney.

Attorney Ervin recommended that Item "E" be tabled until the next meeting to allow him time to evaluate.

A motion to table Consent Agenda Item "E" until the next meeting was made by Councilman Smith and seconded by Councilman Titsworth.

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

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

NAY: None

Mayor Harrison declared the motion carried.

Recess Council Meeting

Mayor Harrison asked for a motion to recess the Regular Meeting to convene the Authorities. Vice-Mayor Read moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Councilman Smith.

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

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

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 8:01 P.M.

Reconvene Council Meeting

The meeting was reconvened at 8:03 P.M.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to recess the Council Meeting for an Executive Session in accordance with Title 25, Sec. 307.B.4, for Confidential communications between a public body and its attorney concerning pending investigations, claim, or actions, more particularly:

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

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 and the Regular Meeting was recessed at 8:03 P.M.

Executive Session

Recess into Executive Session in compliance with Section Title 25 Section 307 B.4 et.seq. Oklahoma Statutes, to wit:

- Proposed executive session pursuant to Title 25, Sec. 307 (B) (4) for Confidential communications between a public body and its attorney concerning pending investigations, claims, or actions, more particularly:
 - A. City of McAlester vs Randy Green (suit)
 - B. Two Way Properties vs city of McAlester (suit)
 - C. City of McAlester vs Austin Paving (surety claim)

Reconvene into Open Session

The Regular Meeting was reconvened at 8:37 P.M. Mayor Harrison reported that the Council had recessed the Regular Meeting for an Executive Session in accordance with Title 25, Sec. 307.B.4, for Confidential communications between a public body and its attorney concerning pending investigations, claim, or actions, more particularly:

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

Only those items were discussed, no action was taken, and the Council returned to open session at 8:37 P.M., and this constituted the Minutes of the Executive Session.

Adjournment

There being no further business to come before the Council, Councilman Smith moved for the meeting to be adjourned. 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 adjourned at 8:39 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

November 18, 2015

Thru

December 1, 2015

12/01/2015 2:12 PM
 PACKET : 13509 13515 13517 13533 13536
 VENDOR SET: Mult
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00026	AT & T LONG DISTANCE					
	I-201511188057	01 -5215315	TELEPHONE UTI	PHONE EXP- LONG DISTANCE	076343	60.51
01-A00200	ADAM TRUE VALUE & AG SU					
	I-283128	01 -5544203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	076393	29.00
01-A00267	AIRGAS, INC					
	I-9044816803	01 -5432202	OPERATING SUP	OXYGEN & EMS SUPPLIES	076395	133.52
	I-9045277177	01 -5432202	OPERATING SUP	OXYGEN & EMS SUPPLIES	076395	126.33
	I-9045529505	01 -5653213	SAFETY EXPENS	SAFETY SUPPLIES	076395	225.44
	I-9923082056	01 -5543203	REPAIRS & MAI	MONTHLY RENTAL FEE	076395	123.86
	I-9928963178	01 -5432202	OPERATING SUP	OXYGEN & EMS SUPPLIES	076395	390.87
01-A00362	VYVE BROADBAND					
	I-201511188058	01 -5431328	INTERNET SERV	INTERNET SVS EXP-N. FIRE ST.	076344	62.95
01-B00089	BANK OF OKLAHOMA					
	I-5089028	01 -5547308	CONTRACTED SE	CEM CARE FUND ADMIN FEE	076400	368.06
01-B00503	BROKEN ARROW ELECTRIC S					
	I-S1969107.001	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	076403	20.78
	I-S1970229.001	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	076403	162.03
	I-S1972273.001	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	076403	1.64
	I-S1973433.001	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	076403	30.79
	I-S1973852.001	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	076403	3.19
	I-S1974304.001	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	076403	31.36
	I-S1974983.001	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	076403	0.97
01-C00840	CRAWFORD & ASSOCIATES P					
	I-9442	01 -5215302	CONSULTANTS	CONSULTANT FEES	076404	7,175.00
01-D00130	DATA FLOW					
	I-20236	01 -5211202	OPERATING SUP	PAYROLL CHECKS	076405	399.36
01-D00540	DOLESE BROTHERS					
	I-AG1514367	01 -5865218	STREET REPAIR	ROCK FOR STREET REPA	076408	946.51
	I-AG15143953	01 -5865218	STREET REPAIR	ROCK FOR STREET REPA	076408	740.36
	I-AG15144702	01 -5865218	STREET REPAIR	ROCK FOR STREET REPA	076408	750.50
	I-AG15146070	01 -5865218	STREET REPAIR	ROCK FOR STREET REPA	076408	183.86
	I-AG15146765	01 -5865218	STREET REPAIR	ROCK FOR STREET REPA	076408	1,462.62
	I-AG15147428	01 -5865218	STREET REPAIR	ROCK FOR STREET REPA	076408	368.37
	I-AG15147850	01 -5865218	STREET REPAIR	ROCK FOR STREET REPA	076408	537.25
01-D00684	DR. JASON MCELYEA					
	I-003	01 -5432308	CONTRACTED SE	CONTRACT MEDICAL SVS	076410	1,071.00
01-E00266	ERVIN & ERVIN ATTORNEYS					
	I-11-23-15	01 -5214302	CONSULTANTS	LEGAL FEES	076369	2,430.00
	I-201511308070	01 -5214302	CONSULTANTS	CONTRACT LEGAL SVS-DEC 2015	076391	3,125.00

PACKET : 13509 13515 13517 13533 13536

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00037	FASTENAL	I-143642	01 -5431203	REPAIRS & MAI MISC REPAIR ITEMS	076412	21.58
01-F00141	FIRE STORE	I-E1382172.001	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	076413	128.50
01-H00075	HARRIS CONSTRUCTION SER	I-468214	01 -5865218	STREET REPAIR HAULING FEE	076417	6,482.93
	I-468214-A	01 -5865218	STREET REPAIR HAULING FEE	076417	3,242.40	
01-I00049	IDEAL CLEANING	I-201511308065	01 -5548308	CONTRACTED SE MONTHLY CLEANING SVS	076419	1,575.00
01-I00061	RICOH USA, INC.	I-5039272616	01 -5321308	CONTRACTED SE POLICE COPIER MAINT. FEE	076420	72.50
01-I00110	IMPRESS OFFICE SUPPLY	I-038068	01 -5215202	OPERATING SUP OFFICE SUPPLIES	076421	10.30
	I-038086	01 -5215202	OPERATING SUP OFFICE SUPPLIES	076421	70.00	
01-I00120	TYLER TECHNOLOGIES	I-025-14145	01 -5213336	FEEs MONTHLY SUPPORT FEES- COURT	076422	100.00
	I-025-14145	01 -5213336	FEEs MONTHLY SUPPORT FEES- COURT	076422	100.00	
	I-025-14145	01 -5225349	SOFTWARE MAIN MONTHLY SUPPORT FEES- IT	076422	220.50	
01-J00121	JAMESCO ENTERPRISES, LL	I-12107	01 -5215202	OPERATING SUP JANITOIAL SUPPLIES	076424	374.68
01-L00428	LOWE'S CREDIT SERVICES	I-01462	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076432	69.96
	I-02406	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076432	22.66	
	I-04062	01 -5865203	REPAIR & MAIN SUPPLIES FOR TC	076432	102.39	
	I-04469	01 -5431203	REPAIRS & MAI MISC REPAIR ITEMS	076432	15.44	
	I-05276	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076432	18.98	
	I-07608	01 -5431329	PROMOTIONAL PROMOTIONAL ITEMS	076432	201.24	
	I-901799	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076432	77.84	
	I-902857	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076432	21.10	
	I-906285	01 -5865203	REPAIR & MAIN SUPPLIES FOR TC	076433	149.65	
	I-994254	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076433	56.88	
	I-995269	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076433	89.63	
01-L00433	LOVE ENVELOPES	I-0057388-IN	01 -5215202	OPERATING SUP CITY ENVELOPES-ALL DEPTS	076434	148.50
01-M00487	MILLER OFFICE EQUIPMENT	I-MCA375438	01 -5215312	EQUIPMENT REN MONTHLY COPIER SVS-UB&C	076435	1,128.20
01-M00570	MOORE MEDICAL CORP.	I-988589501	01 -5432202	OPERATING SUP MEDICAL SUPPLIES	076436	960.65

12/01/2015 2:12 PM REGULAR DEPARTMENT PAYMENT REGISTER
 PACKET : 13509 13515 13517 13533 13536
 VENDOR SET: Mult
 FUND : 01 GENERAL FUND

PAGE: 3

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00570	MOORE MEDICAL CORP.	continued				
	I-988707881	01	-5432202	OPERATING SUP EMS SUPPLIES	076436	107.86
01-MC0146	PITTSBURG COUNTY EMERGE					
	I-201511308071	01	-5101353	PITTSBURG EME EMERGEMCY MGMT SVS-DEC 2015	076439	4,166.66
01-N00250	MCALISTER NEWS CAPITAL					
	I-10/4/15-5789	01	-5652317	ADVERTISING & PUBLICATION FEES	076440	39.40
	I-300004817	01	-5212317	ADVERTISING & COUNCIL PUBLICATIONS	076440	35.50
01-000124	OK SHERIFF'S & PEACE OF					
	I-15-01081	01	-5321331	EMPLOYEE TRAV TRAINING CONF: D. MILLER	076445	125.00
01-000345	OKLA DEPT OF LABOR					
	I-151022E30077	01	-5548317	ELEVATOR REPA ELEVATOR INSPEC/LIBRARY	076449	100.00
01-000380	OKLA ST FIREFIGHTERS					
	I-2016-DUES	01	-5431330	DUES & SUBSCR 2016 MEMBERSHIP DUES	076450	2,240.00
01-000520	OIL-OK INDEPENDENT LIVI					
	I-112015-2015-2016	01	-5101355	OIL-OK FOR IN CONTRACT-OK FOR INDEPENDENT LI	076451	2,000.00
01-P00337	PITTS COUNTY CRIMINAL J					
	I-201511308068	01	-5213335	COUNTY INCARC INCARCERATION FEES-OCT 2015	076452	9,856.00
01-Q00035	QUILL OFFICE SUPPLIES					
	I-9410428	01	-5215202	OPERATING SUP OFFICE SUPPLIES	076456	412.78
01-S00329	SHRED-IT US JV LLC dba					
	I-9408180587	01	-5212308	CONTRACTED SE MONTHLY SHRED SERV	076460	64.00
01-S00710	STANDARD MACHINE LLC					
	I-244195	01	-5432316	REPAIRS & MAI REPAIRS TO E-4	076461	70.00
01-S00726	STAPLES ADVANTAGE					
	I-3283644354	01	-5215202	OPERATING SUP OFFICE SUPPLIES	076462	458.99
	I-3283644355	01	-5215202	OPERATING SUP OFFICE SUPPLIES	076462	581.41
	I-3283644358	01	-5215202	OPERATING SUP OFFICE SUPPLIES	076462	34.71
	I-3284191518	01	-5431202	OPERATING SUP FILE CABINETS	076462	421.98
	I-3284191521	01	-5215202	OPERATING SUP OFFICE SUPPLIES	076462	42.20
	I-3284191522	01	-5215202	OPERATING SUP OFFICE SUPPLIES	076462	115.96
	I-3284191523	01	-5215202	OPERATING SUP OFFICE SUPPLIES	076462	125.91
	I-471151	01	-5215202	OPERATING SUP OFFICE SUPPLIES	076462	9.99
01-T00303	THOMSON REUTERS - WEST					
	I-832910757	01	-5210330	DUES & SUBSCR OK STATE STATUES-201	076464	143.52
01-U00100	UNIFIRST HOLDINGS, L.P.					
	I-8241218417A	01	-5215207	CLOTHING ALLO CLOTH/ALLOW-REC	076467	6.27

PACKET : 13509 13515 13517 13533 13536

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK#	AMOUNT
01-U00100	UNIFIRST HOLDINGS, L.P.	continued						
		I-8241218420	01	-5215207	CLOTHING ALLO	MATS-CITY HALL/LIBRARY	076467	18.00
		I-8241220373A	01	-5215207	CLOTHING ALLO	CLOTH/ALLOW-REC	076467	6.27
		I-8241220376	01	-5215207	CLOTHING ALLO	MATS-CITY HALL/LIBRARY	076467	18.00
		I-8241220906	01	-5215207	CLOTHING ALLO	MATS-CITY HALL/LIBRARY	076467	18.00
		I-8241222541A	01	-5215207	CLOTHING ALLO	CLOTH/ALLOW-REC	076467	6.27
		I-8241222960B	01	-5215207	CLOTHING ALLO	CLOTH /ALLOW-SAFETY	076468	6.51
		I-8241222962	01	-5215207	CLOTHING ALLO	CLOTH/ALLOW-CEM	076468	15.15
		I-8241222963	01	-5215207	CLOTHING ALLO	CLOTH/ALLOW- STREETS	076468	18.85
		I-8241222965	01	-5215207	CLOTHING ALLO	MATS-CITY HALL/LIBRARY	076468	18.00
		I-8241224729	01	-5215207	CLOTHING ALLO	CL/ALLOW-PKS, ST, FAC	076468	25.18
		I-8241224730	01	-5215207	CLOTHING ALLO	CLOTH/ALLOW-CEM	076468	15.15
		I-8241224731A	01	-5215207	CLOTHING ALLO	CLOTH/ALLOW-REC	076469	6.27
		I-8241224734	01	-5215207	CLOTHING ALLO	MATS-CITY HALL/LIBRARY	076469	18.00
		I-8241225177	01	-5215207	CLOTHING ALLO	CLOTH/ALLOW- STREETS	076469	18.85
		I-8241225180	01	-5215207	CLOTHING ALLO	MATS-CITY HALL/LIBRARY	076469	18.00
		I-8241225541B	01	-5215207	CLOTHING ALLO	CLOTH /ALLOW-SAFETY	076469	6.78
		I-8241225945	01	-5215207	CLOTHING ALLO	CL/ALLOW-PKS, ST, FAC	076469	25.18
01-W00040	WALMART COMMUNITY BRC							
		I-00054	01	-5210202	OPERATING SUP	MISC OFFICE SUPPLIES	076472	79.12
		I-007566	01	-5321202	OPERATING SUP	MISC SUPPLIES	076472	23.49
		I-016620	01	-5431202	OPERATING SUP	MISC OPERATING SUPPLIES	076472	61.65
		I-018753	01	-5431202	OPERATING SUP	MISC OPERATING SUPPLIES	076472	74.88
		I-023635	01	-5431202	OPERATING SUP	MISC OPERATING SUPPLIES	076472	84.70

FUND	01	GENERAL FUND	TOTAL:	58,163.08
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PACKET : 13509 13515 13517 13533 13536

VENDOR SET: Mult

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	PARRISH, KELLEY	I-201511308067	02 -5267207	CLOTHING ALLO PARRISH, KELLEY:CLOTHING ALLOW	076392	50.68
01-A00267	AIRGAS, INC					
		I-9045277176	02 -5973203	REPAIRS & MAI WELDING SUPPLIES	076395	123.52
		I-9923082057	02 -5973203	REPAIRS & MAI MONTHLY BOTTLE RENTAL FEE	076395	107.34
01-A00362	VYVE BROADBAND					
		I-201511188058	02 -5975328	INTERNET SERV INTERNET SVS EXP-HEREFORD LANE	076344	66.34
01-A00751	ATWOODS					
		I-2857/9	02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076398	64.92
01-B00314	BIO-AQUATIC TESTING, IN					
		I-00048239	02 -5973304	LAB TESTING QUARTERLY TESTING FEE	076402	2,692.00
01-F00030	FAO USACE, TULSA DISTRI					
		I-10376	02 -5974308	CONTRACTED SE WATER STORAGE YRLY FEE	076411	15,588.64
		I-8517	02 -5974308	CONTRACTED SE WATER STORAGE YRLY FEE	076411	31,859.04
01-H00016	HD SUPPLY WATERWORKS, L					
		I-E640356	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	076416	2,750.00
		I-E640371	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	076416	2,750.00
01-I00120	TYLER TECHNOLOGIES					
		I-025-14145	02 -5216336	FEES MONTHLY SUPPORT FEES- UB&C	076422	293.16
01-K00210	KIAMICHI ELECTRIC COOP.					
		I-201511188056	02 -5267313	ELECTRIC UTIL ELECTRIC EXP-HEREFORD LANE	076345	372.51
01-L00428	LOWE'S CREDIT SERVICES					
		I-02728	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	076432	16.14
		I-02730	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	076432	9.48
		I-02744	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	076432	31.19
		I-07117	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	076432	37.92
		I-902771	02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	076432	36.80
		I-902991	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	076432	120.63
01-O00275	OKLA DEPT OF COMMERCE					
		I-122015-#8908	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	076448	1,145.83
01-P00420	POSTMASTER					
		I-11-23-15	02 -5216317	POSTAGE POSTAGE FOR WATER BILLING	076453	15,000.00
01-T00630	TWIN CITIES READY MIX,					
		I-118618	02 -5975218	STREET REPAIR CONCRETE FOR STREET REP	076465	792.00
01-U00051	UTILITY SUPPLY CO., INC					
		I-088680	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	076466	164.90

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VENDOR SET: Mult

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-U00051	UTILITY SUPPLY CO., INC		continued			
	I-089534	02	-5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	076466	49.70
	I-089535	02	-5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	076466	78.00
	I-089536	02	-5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	076466	56.00
	I-089537	02	-5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	076466	122.96
01-U00100	UNIFIRST HOLDINGS, L.P.					
	I-8241218417B	02	-5267207	CLOTHING ALLO CLOTH/ALLOW-LF	076467	3.70
	I-8241218418	02	-5267207	CLOTHING ALLO CLOTH/ALLOW-WWT	076467	18.13
	I-8241218419	02	-5267207	CLOTHING ALLO CLOTH/ALLOW-UTM, WWT	076467	21.77
	I-8241220373B	02	-5267207	CLOTHING ALLO CLOTH/ALLOW-LF	076467	3.70
	I-8241220375	02	-5267207	CLOTHING ALLO CLOTH/ALLOW-UTM, WWT	076467	21.77
	I-8241222541B	02	-5267207	CLOTHING ALLO CLOTH/ALLOW-LF	076468	3.70
	I-8241222542	02	-5267207	CLOTHING ALLO CLOTH/ALLOW-WWT	076468	18.93
	I-8241222960A	02	-5267207	CLOTHING ALLO CLOTH/ALLOW-UT BILL	076468	4.82
	I-8241224731B	02	-5267207	CLOTHING ALLO CLOTH/ALLOW-LF	076469	3.70
	I-8241224732	02	-5267207	CLOTHING ALLO CLOTH/ALLOW-WWT	076469	18.93
	I-8241225541A	02	-5267207	CLOTHING ALLO CLOTH/ALLOW-UT BILL	076469	4.82
	I-8241226002	02	-5267207	CLOTHING ALLO CLOTH/ALLOW-WWT	076469	18.13
	I-824224733	02	-5267207	CLOTHING ALLO CLOTH/ALLOW-UTM, WWT	076470	21.77
				FUND 02 MPWA	TOTAL:	74,543.57

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VENDOR SET: Mult

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00170	FIRST NATIONAL BANK					
		I-122015-#119817	03 -5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	076414	5,020.00
01-U00100	UNIFIRST HOLDINGS, L.P.					
		I-8241222960	03 -5876207	CLOTHING ALLO CLOTH/ALLOW-AIRPORT	076468	4.40
		I-8241225541	03 -5876207	CLOTHING ALLO CLOTH/ALLOW-AIRPORT	076469	4.40
			FUND 03	AIRPORT AUTHORITY	TOTAL:	5,028.80

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00324	ALISHA RAE HOWELL						
		I-201512018077	08	-5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	076396	165.00
		I-201512018078	08	-5549308	CONTRACT SERV MILEAGE REIMB FOR MEAL DEL	076396	115.00
01-G00288	GERALDINE E MALKOWSKI						
		I-201512018075	08	-5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	076415	165.00
		I-201512018076	08	-5549308	CONTRACT SERV MILEAGE REIMB FOR MEAL DEL	076415	87.98
01-K00067	KAREN MARIE WRIGHT						
		I-201512018079	08	-5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	076426	15.00
		I-201512018080	08	-5549308	CONTRACT SERV MILEAGE REIMB FOR MEAL DEL	076426	8.63
01-L00348	LINDSEY MICHELLE SHIEW						
		I-201512018081	08	-5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	076431	15.00
		I-201512018082	08	-5549308	CONTRACT SERV MILEAGE REIMB FOR MEAL DEL	076431	10.93
01-R00304	RICHELLE CHEYENNE						
		I-201512018083	08	-5549308	CONTRACT SERV MILEAGE REIMB FOR MEAL DEL	076458	71.88
01-U00100	UNIFIRST HOLDINGS, L.P.						
		I-8241222962A	08	-5549207	CLOTHING ALLO COTH/ALLOW-NUTRITION	076468	9.83
		I-8241224730A	08	-5549207	CLOTHING ALLO COTH/ALLOW-NUTRITION	076468	9.83
			FUND	08	NUTRITION	TOTAL:	674.08

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 PACKET : 13509 13515 13517 13533 13536
 VENDOR SET: Mult
 FUND : 27 TOURISM FUND

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00402	DIAMOND TROPHY & ENGRAV	I-154875	27 -5655214	TOURISM EXPEN AWARDS FOR VET DAY	076407	53.85
01-L00200	LAWTON PRINTING dab LAW	I-1752-16	27 -5655317	ADVERTISING TOUR ADVERTI-1/2 PYM	076430	365.00
01-MC0134	MCALESTER MAIN STREET	I-112015-2015-2016	27 -5655353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	076437	1,250.00
01-MC0145	MCALESTER PUBLIC SCHOOL	I-201511308066	27 -5655354	SUNBELT CLASS SUNBELT CLASSIC CONTRACT	076438	15,000.00
01-000137	OKLA TOURISM/RECREATION	I-04200-OE2016010	27 -5655317	ADVERTISING ADVERTISEMENT FEE	076446	225.00
01-P00450	PRIDE IN MCALESTER	I-112015-2015-2016	27 -5655352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	076454	2,500.00
01-S00726	STAPLES ADVANTAGE	I-19016	27 -5655202	OPERATING SUP OFFICE SUPPLIES	076462	33.79
01-T00500	PARROTT COMPANY, LLC	I-201511308069	27 -5655340	OFFICE RENT TOURISM OFFICE RENT-DEC 2015	000000	558.20
			FUND 27 TOURISM FUND	TOTAL:		19,985.84

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FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00634	LP AND LC, LLC DBA DONU	I-2125	28	-5654224	CATERING CATERING SUPPLIES	076409	55.20
		I-2137	28	-5654224	CATERING CATERING SUPPLIES	076409	55.20
01-J00110	JACKIE BRANNON CORR. CT	I-20160274	28	-5654308	CONTRACT SERV INMATE FEES	076423	182.13
01-L00078	LAMBERT MECHANICAL INC	I-150899	28	-5654316	REPAIRS & MAI EMERGENCY REPAIR	076429	822.60
01-P00510	PRO-KIL, INC	I-158862	28	-5654316	REPAIRS & MAI QUARTERLY PEST CONTROL	076455	365.00
01-S00190	SECURITY SYS. & ENG. IN	I-30476	28	-5654316	REPAIRS & MAI ALARM MONITORING	076459	135.00
		I-30514	28	-5654316	REPAIRS & MAI ALARM MONITORING	076459	115.00
01-U00100	UNIFIRST HOLDINGS, L.P.	I-8241218417	28	-5654207	CLOTHING ALL CLOTH/ALLOW-EXPO	076467	4.07
		I-8241220373	28	-5654207	CLOTHING ALL CLOTH/ALLOW-EXPO	076467	4.07
		I-8241222541	28	-5654207	CLOTHING ALL CLOTH/ALLOW-EXPO	076467	4.07
		I-8241224731	28	-5654207	CLOTHING ALL CLOTH/ALLOW-EXPO	076469	4.07
	FUND	28	SE EXPO CENTER	TOTAL:	1,746.41		

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PACKET : 13509 13515 13517 13533 13536

VENDOR SET: Mult

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00200	LAWTON PRINTING dab LAW	I-1752-16	30 -5652317	ADVERTISING & ECON DEV/TOURISM ADS	076430	365.00
01-MC0134	MCALESTER MAIN STREET	I-112015-2015-2016	30 -5211353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	076437	1,250.00
01-000275	OKLA DEPT OF COMMERCE	I-122015-#12248	30 -5211510	CDBG / EDIF D CDBG -- EDIF CONT #12248	076447	282.50
01-P00450	PRIDE IN MCALESTER	I-112015-2015-2016	30 -5211352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	076454	2,500.00
			FUND 30	ECONOMIC DEVELOPMENT	TOTAL:	4,397.50

PACKET : 13509 13515 13517 13533 13536

VENDOR SET: Mult

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00215	ADVANCE AUTO PARTS					
	I-8117532137264	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	076394	18.64
	I-8117532378650	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	076394	77.34
	I-8117532778727	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	076394	35.12
	I-8117532778731	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	076394	36.24
	I-8117532778741	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	076394	89.98
01-B00043	B & S SUPPLY, INC.					
	I-64241	35	-5862203	REPAIRS & MAI MISC SHOP SUPPLIES	076399	214.12
01-B00150	BEALES GOODYEAR TIRES					
	I-1-22437	35	-5862203	REPAIRS & MAI MISC TIRE REPAIRS	076401	15.00
	I-1-22438	35	-5862203	REPAIRS & MAI MISC TIRE REPAIRS	076401	15.00
01-K00190	YELLOWHOUSE MACHINERY C					
	I-104292	35	-5862316	REPAIRS & MAI REPAIRS ON UTM 20	076427	1,849.33
	I-105351	35	-5862203	REPAIRS & MAI	076427	1,150.72
	I-105976	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	076427	17.53
	I-106088	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	076427	158.78
01-K00205	KIAMICHI AUTOMOTIVE WHO					
	I-012508	35	-5862203	REPAIRS & MAI MISC AUTO PARS FOR REP.	076428	18.39
	I-012570	35	-5862203	REPAIRS & MAI MISC AUTO PARS FOR REP.	076428	20.46
	I-012604	35	-5862203	REPAIRS & MAI MISC AUTO PARS FOR REP.	076428	20.18
	I-012654	35	-5862203	REPAIRS & MAI MISC AUTO PARS FOR REP.	076428	18.97
	I-012683	35	-5862203	REPAIRS & MAI MISC AUTO PARS FOR REP.	076428	4.60
	I-012690	35	-5862203	REPAIRS & MAI MISC AUTO PARS FOR REP.	076428	16.17
	I-012691	35	-5862203	REPAIRS & MAI MISC AUTO PARS FOR REP.	076428	74.35
	I-012693	35	-5862203	REPAIRS & MAI MISC AUTO PARS FOR REP.	076428	11.15
	I-012694	35	-5862203	REPAIRS & MAI MISC AUTO PARS FOR REP.	076428	12.69
	I-012735	35	-5862203	REPAIRS & MAI MISC AUTO PARS FOR REP.	076428	21.16
01-N00271	FREEDOM FORD INC					
	I-167427	35	-5862203	REPAIRS & MAI MISC MAINT ITEMS	076441	45.95
	I-167579	35	-5862203	REPAIRS & MAI MISC MAINT ITEMS	076441	42.95
01-O00075	O'REILLY AUTO PARTS					
	C-0230-336115CR	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	076443	129.98-
	I-0230-332868	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	076443	220.21
	I-0230-333809	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	076443	21.25
	I-0230-333864	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	076443	13.88
	I-0230-334527	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	076443	9.62
	I-0230-334556	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	076443	9.77
	I-0230-334604	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	076443	78.71
	I-0230-334612	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	076443	33.39
	I-0230-334807	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	076443	97.60
	I-0230-335155	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	076443	36.77
	I-0230-335156	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	076443	14.06
	I-0230-336098	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	076443	129.98

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000075	O'REILLY AUTO PARTS		continued			
		I-0230-336111	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076443	34.99
		I-0230-336137	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076443	82.10
		I-0230-336203	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076444	99.00
01-R00090	RAM INC					
		I-132855	35 -5862203	REPAIRS & MAI PROPANE FOR FLEET SHOP	076457	24.00
01-U00100	UNIFIRST HOLDINGS, L.P.					
		I-8241222963A	35 -5862207	CLOTHING ALLO CLOTH/ALLOW- FLEET	076468	9.97
		I-8241225177A	35 -5862207	CLOTHING ALLO CLOTH/ALLOW- FLEET	076469	9.97
01-W00072	WARREN CAT					
		I-PS100573613	35 -5862203	REPAIRS & MAI PARTS FOR UTM 10	076473	347.80
01-W00195	WELDON PARTS INC.					
		I-1580591-00	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076475	40.12
		I-1585899-00	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076475	196.82
		I-1586300-00	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076475	5.81
		I-1586712-00	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	076475	157.34
				FUND 35 FLEET MAINTENANCE	TOTAL:	5,528.00

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VENDOR SET: Mult

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00712	ARVEST BANK dba ARVEST					
	I-122015-002	41	-5862401	CAPITAL OUTLA VEHICLE LEASE 800-1503001-002	076397	2,485.55
	I-122015-800150300	41	-5862401	CAPITAL OUTLA VEHICLE LEASE 800-1503001-001	076397	3,210.15
01-D00217	DEERE CREDIT, INC.					
	I-122015-#0063527	41	-5865510	LEASE PAYMENT LEASE PMT #0063527-EXCAVATOR	076406	1,140.15
	I-122015-0063527-0	41	-5865510	LEASE PAYMENT LEASE PMT-JD 624K LOADER	076406	1,821.57
01-H00290	HUMPHREY PLUMBING, INC.					
	I-1595	41	-5548401	CAPITAL IMPRO PLUMBING @ GENEALOGY	076418	386.26
01-K00066	KATCON INC.					
	I-PAY REQUEST 1	41	-5865407	9TH & ILLINOI 9TH & ILLINIOS DRAIN/REP	076425	93,726.04
01-N00250	MCALESTER NEWS CAPITAL					
	I-300004592	41	-5652402	TRAILS GRANT PUB. FEE/BELMONT TRAIL	076440	178.82
01-N00347	MEHLBURGER BRAWLEY, INC					
	I-MC-13-02-09	41	-5974403	20 INCH WATER CONSULT FEE-20" WTR LINE	076442	1,836.00
01-T00010	T. H. ROGERS LUMBER CO.					
	I-511634	41	-5210480	CONTINGENCY SUPPLIES FOR COURT REMODE	076463	56.34
01-U00140	UNITED RENTALS					
	I-13339962-001	41	-5210480	CONTINGENCY VERTICAL SHORING FOR UTM	076471	11,174.96
01-W00194	WELCH STATE BANK					
	I-122015-55766	41	-5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	076474	1,517.90
	I-122015-55820	41	-5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	076474	2,555.73
				FUND 41 CIP FUND	TOTAL:	120,089.47
					REPORT GRAND TOTAL:	290,156.75

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2015-2016	01 -5101353	PITTSBURG EMERGENCY MGMT	4,166.66	50,000	25,000.04				
	01 -5101355	OIL-OK FOR INDEPENDENT LIV	2,000.00	24,000	14,000.00				
	01 -5210202	OPERATING SUPPLIES	79.12	2,500	1,884.29				
	01 -5210330	DUES & SUBSCRIPTIONS	143.52	3,300	641.53				
	01 -5211202	OPERATING SUPPLIES	399.36	2,000	1,006.46				
	01 -5212308	CONTRACTED SERVICES	64.00	1,360	414.00				
	01 -5212317	ADVERTISING & PRINTING	35.50	2,500	1,039.70				
	01 -5213335	COUNTY INCARCERATION EXPEN	9,856.00	39,500	672.00-	Y			
	01 -5213336	FEES	200.00	2,400	1,200.00				
	01 -5214302	CONSULTANTS	5,555.00	115,000	61,470.00				
	01 -5215202	OPERATING SUPPLIES	2,385.43	30,000	2,359.08				
	01 -5215207	CLOTHING ALLOWANCE	264.73	0	5,773.36-	Y			
	01 -5215302	CONSULTANTS	7,175.00	35,000	1,325.00				
	01 -5215312	EQUIPMENT RENTALS	1,128.20	30,836	5,803.05				
	01 -5215315	TELEPHONE UTILITY	60.51	33,000	18,398.29				
	01 -5225349	SOFTWARE MAINTENANCE	220.50	70,000	6,567.22				
	01 -5321202	OPERATING SUPPLIES	23.49	12,500	10,354.55				
	01 -5321308	CONTRACTED SERVICES	72.50	10,000	6,713.69				
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	125.00	9,500	7,468.85				
	01 -5431202	OPERATING SUPPLIES	643.21	18,000	12,174.67				
	01 -5431203	REPAIRS & MAINT SUPPLIES	37.02	8,500	5,180.37				
	01 -5431207	CLOTHING ALLOWANCE	128.50	23,025	10,500.54				
	01 -5431328	INTERNET SERVICE	62.95	4,200	3,381.65				
	01 -5431329	PROMOTIONAL	201.24	3,500	3,300.00				
	01 -5431330	DUES & SUBSCRIPTIONS	2,240.00	8,000	4,151.42				
	01 -5432202	OPERATING SUPPLIES	1,719.23	28,000	14,785.40				
	01 -5432308	CONTRACTED SERVICES	1,071.00	78,500	59,268.27				
	01 -5432316	REPAIRS & MAINTENANCE	70.00	6,000	5,357.14				
	01 -5542203	REPAIRS & MAINT SUPPLIES	250.76	48,000	21,290.82				
	01 -5543203	REPAIRS & MAINT SUPPLIES	123.86	12,000	9,047.28				
	01 -5544203	REPAIRS & MAINTENANCE SUPP	29.00	16,000	8,362.93				
	01 -5547308	CONTRACTED SERVICES	368.06	4,500	60.00				
	01 -5548203	REPAIRS & MAINTENANCE SUPP	357.05	53,270	30,063.37				
	01 -5548308	CONTRACTED SERVICES-CLEANI	1,575.00	22,000	14,245.00				
	01 -5548317	ELEVATOR REPAIR/MAINTENANC	100.00	1,200	1,100.00				
	01 -5652317	ADVERTISING & PRINTING	39.40	2,300	1,499.70				
	01 -5653213	SAFETY EXPENSE	225.44	25,500	11,531.04				
	01 -5865203	REPAIR & MAINT-TRAFFIC CON	252.04	49,500	39,867.38				
	01 -5865218	STREET REPAIRS & MAINTENAN	14,714.80	235,000	33,076.29				
	02 -5216317	POSTAGE	15,000.00	45,000	13,180.00				
	02 -5216336	FEES	293.16	4,100	2,341.04				
	02 -5267207	CLOTHING ALLOWANCE	214.55	0	3,521.24-	Y			
	02 -5267313	ELECTRIC UTILITY	372.51	396,500	239,646.59				
	02 -5267521	CDBG LOAN #8908	1,145.83	13,750	6,875.02				
	02 -5973203	REPAIRS & MAINT SUPPLIES	332.58	37,500	3,191.06				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
02	-5973304	LAB TESTING	2,692.00	32,100	14,049.70		
02	-5974308	CONTRACTED SERVICES	47,447.68	85,000	30,552.32		
02	-5975209	UTILITY MAINTENANCE SUPP.	6,186.92	60,000	5,794.80		
02	-5975218	STREET REPAIRS & MAINTENAN	792.00	95,000	46,613.60		
02	-5975328	INTERNET SERVICE	66.34	785	453.30		
03	-5876207	CLOTHING ALLOWANCE	8.80	750	357.92		
03	-5876511	FNB LOAN #119817 PAYMENTS	5,020.00	60,240	30,120.00		
08	-5549207	CLOTHING ALLOWANCE	19.66	1,750	1,255.28		
08	-5549308	CONTRACT SERVICES	654.42	15,500	8,404.99		
27	-5655202	OPERATING SUPPLIES	33.79	2,500	1,589.82		
27	-5655214	TOURISM EXPENSE	53.85	34,500	19,439.25		
27	-5655317	ADVERTISING	590.00	18,000	16,232.69		
27	-5655340	OFFICE RENT	558.20	6,700	3,350.80		
27	-5655352	MISC PRIDE IN MCALESTER	2,500.00	30,000	17,500.00		
27	-5655353	MAIN STREET PROGRAM	1,250.00	15,000	8,750.00		
27	-5655354	SUNBELT CLASSIC TOURNAMENT	15,000.00	15,000	0.00		
28	-5654207	CLOTHING ALLOWANCE	16.28	1,625	1,372.84		
28	-5654224	CATERING	110.40	1,000	889.60		
28	-5654308	CONTRACT SERVICES	182.13	3,500	2,889.81		
28	-5654316	REPAIRS & MAINTENANCE	1,437.60	38,131	22,276.17		
30	-5211352	MISC PRIDE IN MCALESTER	2,500.00	30,000	17,500.00		
30	-5211353	MAIN STREET PROGRAM	1,250.00	15,000	8,750.00		
30	-5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	1,695.00		
30	-5652317	ADVERTISING & PRINTING	365.00	17,000	16,635.00		
35	-5862203	REPAIRS & MAINTENANCE SUPP	3,658.73	240,000	122,345.19		
35	-5862207	CLOTHING ALLOWANCE	19.94	1,250	633.52		
35	-5862316	REPAIRS & MAINTENANCE	1,849.33	30,000	10,995.79		
41	-5210480	CONTINGENCY	11,231.30	79,129	32,841.47		
41	-5548401	CAPITAL IMPROVEMENTS	386.26	50,000	4,667.70		
41	-5652402	TRAILS GRANT PROJECT	178.82	197,375	173,207.43		
41	-5862401	CAPITAL OUTLAY	5,695.70	66,983	35,294.35		
41	-5865407	9TH & ILLINOIS DRAINAGE PR	93,726.04	271,336	9,261.39-	Y	
41	-5865510	LEASE PAYMENTS	7,035.35	87,804	42,213.06		
41	-5974403	20 INCH WATER LINE RELOCAT	1,836.00	622,584	164,119.00		
** 2015-2016 YEAR TOTALS **			290,156.75				

NO ERRORS

** END OF REPORT **

FUND	PERIOD	AMOUNT
01	11/2015	58,163.08
02	11/2015	74,543.57
03	11/2015	5,028.80
05	11/2015	0.00
08	11/2015	674.08
09	11/2015	0.00
11	11/2015	0.00
16	11/2015	0.00
24	11/2015	0.00
27	11/2015	19,985.84
28	11/2015	1,746.41
29	11/2015	0.00
30	11/2015	4,397.50
32	11/2015	0.00
33	11/2015	0.00
35	11/2015	5,528.00
36	11/2015	0.00
38	11/2015	0.00
41	11/2015	120,089.47
44	11/2015	0.00
		290,156.75
		290,156.75

Center for Independent Living
ADvantage Case Management
Independent Living Services
Community Integration
Transportation
Employment
Recreation



601 E. Carl Albert Parkway, McAlester, Oklahoma 74501 ~ 918 426 6220 V/TDD ~ 800 568 6821 V/TDD

November 23, 2015

Mr. Peter Stasiak
City Manager
Municipal Building
P.O. Box 578
McAlester, OK 74502

Dear Mr. Stasiak,

During the months of **July, August, September 2015**, the Oklahomans for Independent Living (O.I.L) provided transportation to **78 individuals**. The individuals took a total of **1,308 trips for a total of 2,318 miles**. O.I.L transported to **111** different locations including doctor offices, pharmacies, McAlester Regional Hospital, Urgent Care, Indian Clinic, Department of Human Service, Carl Albert Mental Health Center, Department of Rehabilitation Services, Social Security Office, Pittsburg County Public Library, Pittsburg County Health Department, McAlester City Hall, Pittsburg County Court House, Goodwill, Shared Blessings, utility companies, grocery stores, Wal-Mart, restaurants, theater, and a variety of other sites.

Costs for the Transportation Program for the 3 month period, are as follows:

Drivers	\$ 6,107
Fringe Benefits	709
Fuel/Maintenance	962
Insurance/fees	585
Occupancy/Phone/Supplies	<u>700</u>
	\$ 9,063

OIL has also provided its core services of information and referral, advocacy, peer counseling, and independent living skills training. OIL sends a monthly newsletter with resources and services available to the community. For the reporting months, there were **1,334** newsletters mailed to area members, citizens and businesses.

Individual advocacy and systemic advocacy was provided on disability related issues that concern civil rights, housing, mental health, environmental modifications, the Americans with Disabilities Act, employment, and program access.

OIL Transportation Quarterly Report

City of McAlester Quarterly Service Report

July 1 to September 30, 2015

- 1) July 1 to September 30, 2015, OIL has provided 78 individuals with door-to-door transportation trips. OIL provided 6 Shopping Days on Thursdays, during the 3 months and 6 Saturday Shopping Days.
- 2) July 1 to September 30, 2015, *OIL has not provided any Back-up service to the Community Services Senior Citizens bus service.*
- 3) July 1 to September 30, 2015, OIL has provided 21 different Social and Recreational Programs for McAlester citizens with disabilities to include:
 - 3 Events - Men Social Group, 22 attending with 66 trips.
 - 7 Events - Women Social Group, 27 attending with 81 trips.
 - 3 Events - OIL Socials held at local restaurant, a picnic at Chadick Park, and a hot dog/smores roast at a local lake, 36 attending with 108 trips.
 - 1 Event – Annual Americans with Disabilities Act Celebration, with 11 attending for a total of 33 trips.
 - 1 Event – Robbers Cave Lake Day, 8 attending with 24 trips.
 - 1 Event – Great Balls of Fire, bowling, 9 attending with 27 trips.
 - 1 Event – Shriners Circus, with 10 attending for a total of 30 trips.
 - 2 Events – Movies at Aldridge, 13 attending for a total of 39 trips.
- 4) July 1 to September 30, 2015, OIL has provided **core services for the following:**
 - 22 individuals with Advocacy
 - 10 individuals with Housing, Home Modification, and Shelter Services
 - 9 individuals with IL Skills Training and Life Skills Training
 - 169 individuals with Information and Referral Services
 - 46 individuals with Peer Counseling
 - 5 individuals with Referrals to Community Based Waiver Programs
 - 58 individuals with Recreational and Social Services
 - 8 individuals with Employment or Vocational Services
- 5) July 1 to September 30, 2015, OIL has provided 5 Traumatic Brain Injury Support Group Meetings with 30 trips provided. Support groups promote independence for people with disabilities.

- 6) July 1 to September 30, 2015, OIL has provided 16 equipment loans. These loans consist of donated equipment from individuals within our community. The equipment increases independence and includes items such as walkers, shower benches/chairs, crutches, wheelchairs, etc.

OIL provides case management services for 79 individuals at risk of nursing home placement. Community Based Services include Case Management. Case Management ensures community resources are developed and provided in order to assist individuals with disabilities to live independently within their own home, versus nursing home placement.

As of September 30, 2015, O.I.L. has **437 Active Consumer Service Records.**

OIL appreciates the City of McAlester support and its commitment to the community integration and involvement of people with disabilities.

Sincerely,



Pam Pulchny,
Executive Director

SCHEDULE "D"

THE MCALESTER PUBLIC WORKS AUTHORITY

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

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: December 1, 2015

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

Carstensen Contracting, Inc.

800482036

CREDITOR

TRUST NO.

P.O. Box 754 Pipestone, MN 56164

MAILING ADDRESS

Construction Services

Invoice: Payment # 7

ITEM

ITEM NO.

November 28, 2015

CIP # 4

\$ 67,898.01

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: December 1, 2015

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City

CONTRACTOR'S APPLICATION FOR PAYMENT NO.

7

Application Period: 11/1/2015 to 11/28/2015		Application Date: 11/28/2015	
To (Owner): City of McAlester	From (Contractor): Carstensen Contracting, Inc.	Via (Engineer): Miles Hunter, P.E.	
Project: Reconstruction of South Avenue	Contract: CIP 4	Original (Days): 268	Changed (Days): 146
Owner's Contract No.:	Contractor's Project No.: 15202	Retaining (Days): 122	Engineer's Project No.: #6005601

Application for Payment

Change Order Summary			
Approved Change Orders			
Number	Additions	Deductions	
1	\$ -	\$ -	
2	\$ -	\$ -	
3	\$ -	\$ -	
4	\$ 29,330.08		
5	\$ 6,744.95		
6	\$ 51,706.00		
7	\$ 10,942.26		
8	\$ 5,644.89		
9	\$ -	\$ -	
10	\$ 740.00		
11	\$ 1,630.00		
12	\$ 1,915.98		
TOTALS	108654.16		
NET CHANGE BY CHANGE ORDERS		108,654.16	

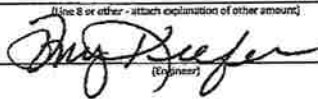
Contractor's Certification

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

By: John Dade Date: 11/28/15

1. ORIGINAL CONTRACT PRICE	\$ 2,942,565.20
2. Net change by Change Orders	\$ 108,654.16
3. CURRENT CONTRACT PRICE (Line 1 + 2)	\$ 3,051,219.36
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Report)	\$ 3,000,322.89
5. MATERIALS STORED ON HAND	
a. Paid This Estimate	\$ -
b. Removed This Estimate	\$ -
5. RETAINAGE:	
a. 5% x \$ 3,000,322.89 Work Completed	\$ 150,016.14
b. - x \$ 300.00 Unliquidated Damages	\$ -
c. Total Retainage (Line 5a + Line 5b)	\$ 150,016.14
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 2,850,306.75
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 2,782,408.74
8. AMOUNT DUE THIS APPLICATION	\$ 67,898.01
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 Above)	\$ 200,912.61

Payment of: \$ 67,898.01
(Line 8 or other - attach explanation of other amount)

is recommended by:  12-1-15
(Engineer) (Date)

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

Is approved by: _____
(Owner) (Date)

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

Progress Estimate (LUMP SUM BIDS)

Contractor's Application

For (contract):		CIP 4		Application Number:		Pay Application #7		
Application Period:		11/1/2015 to 11/28/2015		Application Date:		11/28/2015		
A ITEM		B	Work Completed		E	F		G
Pay Item No.	Description	Scheduled Value	C From Previous Application (C+D)	D This Period	Materials Presently	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
South Ave - Roadway								
1	Clearing and Grubbing	\$ 6,871.00	\$ 6,871.00		\$ -	\$ 6,871.00	1.00	\$ -
4	Type A Salvaged Topsoil	\$ 15,577.00	\$ 15,577.00		\$ -	\$ 15,577.00	1.00	\$ -
42	Removal of Structures & Obstructions	\$ 14,984.00	\$ 14,984.00		\$ -	\$ 14,984.00	1.00	\$ -
55	Construction Traffic Control	\$ 6,329.00	\$ 6,329.00		\$ -	\$ 6,329.00	1.00	\$ -
56	Traffic Items	\$ 18,100.00	\$ 2,715.00	\$ 15,385.00	\$ -	\$ 18,100.00	1.00	\$ -
52	SWPPP Documentation and Management	\$ 8,745.00	\$ 8,745.00		\$ -	\$ 8,745.00	1.00	\$ -
54	Mobilization	\$ 76,395.00	\$ 76,395.00		\$ -	\$ 76,395.00	1.00	\$ -
57	Construction Staking Level II	\$ 27,495.00	\$ 27,495.00		\$ -	\$ 27,495.00	1.00	\$ -
South Ave - Water								
105	CLSM Backfill - Fill Existing Waterline	\$ 28,905.00	\$ 28,905.00		\$ -	\$ 28,905.00	1.00	\$ -
106	Hydrostatic Pressure Testing & Disinfection	\$ 11,757.00	\$ 11,757.00		\$ -	\$ 11,757.00	1.00	\$ -
107	3"Master Meter Vault For 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	\$ 8,163.00		\$ -	\$ 8,163.00	1.00	\$ -
122	Leakage Test(Sanitary Sewer Manholes)By Neg.Pres.(vacuum)	\$ 1,550.00	\$ 1,550.00		\$ -	\$ 1,550.00	1.00	\$ -
123	Deflection & Leakage Test (Sanitary Sewer Mains)	\$ 3,055.00	\$ 3,055.00		\$ -	\$ 3,055.00	1.00	\$ -
		\$ 288,198.00				288,198.00		

Total This Estimate \$ 15,385.00

To Finish Lump Sum Items \$ -

Progress Estimate (South Ave Roadway)

Contractor's Application

For Contract: CIP 4				Application Number:		Pay Application #7							
Application Period: 11/1/2015 to 11/28/2015				Application Date: 11/28/2015									
A		B		C		D		E		F		G	
Specification Section No.	Description	Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D+E)	Total \$ Completed and Stored to Date	% (F/B)	Balance to Finish (B-F)	
2	Unclassified Excavation	5,770.00	CY	\$ 11.00	\$ 63,470.00	5,770.00	\$ 63,470.00	-	5,770.00	63,470.00	100%	\$	-
3	Embankments	31.00	CV	\$ 14.00	\$ 434.00	31.00	\$ 434.00	-	31.00	434.00	100%	\$	-
5	Temporary Sit Fence	4,062.00	LF	\$ 2.70	\$ 10,967.40	4,062.00	\$ 10,967.40	-	4,062.00	10,967.40	100%	\$	-
6	Temporary Sediment Filter	7.00	EA	\$ 150.00	\$ 1,050.00	7.00	\$ 1,050.00	-	7.00	1,050.00	100%	\$	-
7	(PL) Temporary Inlet Sediment Filter	56.00	EA	\$ 150.00	\$ 8,400.00	56.00	\$ 8,400.00	-	56.00	8,400.00	100%	\$	-
8	Solid Slab Sodding	2,912.00	SY	\$ 4.75	\$ 13,832.00	2,912.00	\$ 13,832.00	-	2,912.00	13,832.00	100%	\$	-
9	Vegetative Mulching	1.00	AC	\$ 2,250.00	\$ 2,250.00	-	\$ -	-	-	-	0%	\$	2,250.00
10	Mowing	1.00	AC	\$ 1,000.00	\$ 1,000.00	-	\$ -	-	-	-	0%	\$	1,000.00
11	Aggregate Base Type A	1,885.00	CY	\$ 67.00	\$ 126,362.00	1,885.00	\$ 126,362.00	-	1,885.00	126,362.00	100%	\$	-
12	Time	-	TON	\$ 191.00	\$ -	0.00	\$ -	-	-	-	0%	\$	-
12A	Stabilized Subgrade	11,306.00	SY	\$ 3.50	\$ 39,571.00	11,306.00	\$ 39,571.00	-	11,306.00	39,571.00	100%	\$	-
13	Time Stabilized Subgrade	4,364.07	SY	\$ 5.50	\$ 24,002.47	0.00	\$ -	-	-	-	0%	\$	24,002.47
13A	Subgrade Method B	11,306.00	SY	\$ 5.50	\$ 62,183.00	11,306.00	\$ 62,183.00	-	11,306.00	62,183.00	100%	\$	-
14	Separator Fabric	11,062.00	SY	\$ 1.50	\$ 16,593.00	11,062.00	\$ 16,593.00	-	11,062.00	16,593.00	100%	\$	-
15	Track Coat	210.00	GAL	\$ 8.40	\$ 1,764.00	210.00	\$ 1,764.00	-	210.00	1,764.00	100%	\$	-
16	Prime Coat	2,416.00	GAL	\$ 8.40	\$ 20,294.40	2,416.00	\$ 20,294.40	-	2,416.00	20,294.40	100%	\$	-
17	Superpave, Type S4(PG54-22 OK)	320.00	TON	\$ 245.00	\$ 78,400.00	320.00	\$ 78,400.00	-	320.00	78,400.00	100%	\$	-
18	Superpave, Type S3(PG54-22 OK)	160.00	TON	\$ 245.00	\$ 39,200.00	160.00	\$ 39,200.00	-	160.00	39,200.00	100%	\$	-
19	Dowel Jointed P.C. Concrete Pavement Placement	8,814.00	SY	\$ 28.60	\$ 252,080.40	8,814.00	\$ 252,080.40	-	8,814.00	252,080.40	100%	\$	-
20	P.C. Concrete For Placement	1,369.00	CV	\$ 118.00	\$ 161,402.00	1,369.00	\$ 161,402.00	-	1,369.00	161,402.00	100%	\$	-
21	Handrailing	200.00	LF	\$ 65.00	\$ 13,000.00	200.00	\$ 13,000.00	-	200.00	13,000.00	100%	\$	-
22	4"x4" Precast Reinforced Concrete Box	985.00	LF	\$ 378.00	\$ 372,330.00	985.00	\$ 372,330.00	-	985.00	372,330.00	100%	\$	-
23	6"x6" Precast Reinforced Concrete Box	365.00	LF	\$ 250.00	\$ 91,250.00	365.00	\$ 91,250.00	-	365.00	91,250.00	100%	\$	-
24	Class C Concrete	9.00	CY	\$ 120.00	\$ 1,080.00	9.00	\$ 1,080.00	-	9.00	1,080.00	100%	\$	-
25	Concrete Curb (6" Barrier-Integral)	4,144.00	CY	\$ 35.00	\$ 145,040.00	4,144.00	\$ 145,040.00	-	4,144.00	145,040.00	100%	\$	-
26	4" Concrete Sidewalk	1,391.00	SY	\$ 75.00	\$ 104,325.00	1,391.00	\$ 104,325.00	-	1,391.00	104,325.00	100%	\$	-
27	6" Concrete Driveway	194.27	SY	\$ 74.00	\$ 14,375.58	194.27	\$ 14,375.58	-	194.27	14,375.58	100%	\$	-
28	Tactile Warning Device-New	410.00	SE	\$ 72.00	\$ 29,520.00	410.00	\$ 29,520.00	-	410.00	29,520.00	100%	\$	-
29	Inlet G Des.2(B)	7.00	EA	\$ 4,505.00	\$ 31,535.00	7.00	\$ 31,535.00	-	7.00	31,535.00	100%	\$	-
30	Inlet W/LRG. Jct. Box (J Des. 2(B))	5.00	EA	\$ 14,314.00	\$ 71,570.00	5.00	\$ 71,570.00	-	5.00	71,570.00	100%	\$	-
31	Inlet W/LRG. Jct. Box (J Des. 2(D))	5.00	EA	\$ 15,344.00	\$ 76,720.00	5.00	\$ 76,720.00	-	5.00	76,720.00	100%	\$	-
32	(PL) Quad Grate Trench Inlet Special	1.00	EA	\$ 5,558.00	\$ 5,558.00	1.00	\$ 5,558.00	-	1.00	5,558.00	100%	\$	-
33	Junction Boxes	405.00	CF	\$ 75.00	\$ 30,375.00	405.00	\$ 30,375.00	-	405.00	30,375.00	100%	\$	-
34	Connect To Existing ManHole	2.00	EA	\$ 1,895.00	\$ 3,790.00	2.00	\$ 3,790.00	-	2.00	3,790.00	100%	\$	-
35	18" R.C. Pipe Class III	38.00	LF	\$ 66.50	\$ 2,527.00	38.00	\$ 2,527.00	-	38.00	2,527.00	100%	\$	-
36	24" R.C. Pipe Class III	354.00	LF	\$ 83.00	\$ 29,382.00	354.00	\$ 29,382.00	-	354.00	29,382.00	100%	\$	-
37	30" R.C. Pipe Class III	81.00	LF	\$ 97.00	\$ 7,857.00	81.00	\$ 7,857.00	-	81.00	7,857.00	100%	\$	-
38	36" R.C. Pipe Class III	62.00	LF	\$ 116.00	\$ 7,192.00	62.00	\$ 7,192.00	-	62.00	7,192.00	100%	\$	-
39	48" R.C. Pipe Class III	183.00	LF	\$ 260.00	\$ 47,580.00	183.00	\$ 47,580.00	-	183.00	47,580.00	100%	\$	-
40	18" Prefab. Culvert End Section, Round	1.00	EA	\$ 1,175.00	\$ 1,175.00	1.00	\$ 1,175.00	-	1.00	1,175.00	100%	\$	-
41	24" Prefab. Culvert End Section, Round	3.00	EA	\$ 1,394.00	\$ 4,182.00	3.00	\$ 4,182.00	-	3.00	4,182.00	100%	\$	-
42	Removal Of Concrete Pavement	7,094.00	SY	\$ 7.50	\$ 53,205.00	7,094.00	\$ 53,205.00	-	7,094.00	53,205.00	100%	\$	-
43	Removal Of Asphalt Pavement	2,513.00	SY	\$ 5.00	\$ 12,565.00	2,513.00	\$ 12,565.00	-	2,513.00	12,565.00	100%	\$	-
44	Removal Of Sidewalk	1,951.00	SY	\$ 9.00	\$ 17,559.00	1,951.00	\$ 17,559.00	-	1,951.00	17,559.00	100%	\$	-
45	Sowing Pavement	770.00	LF	\$ 2.70	\$ 2,079.00	770.00	\$ 2,079.00	-	770.00	2,079.00	100%	\$	-
47	Fence-Style CLF (6" High, Class A)	573.00	LF	\$ 19.00	\$ 10,887.00	573.00	\$ 10,887.00	-	573.00	10,887.00	100%	\$	-
48	Gates-Style CLF (6" High x 8" Long)	1.00	EA	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	-	1.00	1,000.00	100%	\$	-
49	Gates-Style CLF (6" High x 16" Long)	4.00	EA	\$ 1,624.00	\$ 6,496.00	4.00	\$ 6,496.00	-	4.00	6,496.00	100%	\$	-
50	Remove And Reconstruct Fence	350.00	LF	\$ 7.94	\$ 2,779.00	350.00	\$ 2,779.00	-	350.00	2,779.00	100%	\$	-
51	(PL) Remove And Reset Light Pole	1.00	EA	\$ 3,280.00	\$ 3,280.00	1.00	\$ 3,280.00	-	1.00	3,280.00	100%	\$	-
53	Field Office	1.00	EA	\$ 10,760.00	\$ 10,760.00	1.00	\$ 10,760.00	-	1.00	10,760.00	100%	\$	-
CO 001	Stabilize Access path with 8" rock	1.00	LS	\$ 40,050.92	\$ 40,050.92	1.00	\$ 40,050.92	-	1.00	40,050.92	100%	\$	-
CO 002	Core Drill 2 manholes	1.00	EA	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00	-	1.00	4,500.00	100%	\$	-
CO 003	Additional Sanitary Sewer	1.00	LS	\$ 22,487.10	\$ 22,487.10	1.00	\$ 22,487.10	-	1.00	22,487.10	100%	\$	-
CO 004	Additional Sanitary Sewer for School	1.00	LS	\$ 29,330.08	\$ 29,330.08	1.00	\$ 29,330.08	-	1.00	29,330.08	100%	\$	-
CO 005	Additional Sanitary Sewer Services	1.00	LS	\$ 6,744.95	\$ 6,744.95	1.00	\$ 6,744.95	-	1.00	6,744.95	100%	\$	-
CO 007	Concrete Retaining Wall	1.00	LS	\$ 10,942.26	\$ 10,942.26	1.00	\$ 10,942.26	-	1.00	10,942.26	100%	\$	-
CO 008	Trench Drain Support	1.00	LS	\$ 5,644.89	\$ 5,644.89	1.00	\$ 5,644.89	-	1.00	5,644.89	100%	\$	-
CO 009	Stabilize road with 8" rock	1.00	LS	\$ 15,616.51	\$ 15,616.51	1.00	\$ 15,616.51	-	1.00	15,616.51	100%	\$	-
CO 011	Small Load Fee and Supervision	1.00	LS	\$ 490.00	\$ 490.00	1.00	\$ 490.00	-	1.00	490.00	100%	\$	-
CO 012	Supervision/Small Load Fee	1.00	LS	\$ 490.00	\$ 490.00	1.00	\$ 490.00	-	1.00	490.00	100%	\$	-
				\$ 2,351,187.36						\$ 2,306,570.89		\$ 44,616.47	

Progress Estimate (S.AVE Water)

Contractor's Application

For (contract): CIP 4					Application Number: Pay Application #7							
Application Period: 11/1/2015 to 11/28/2015					Application Date: 11/28/2015							
A		B		C	D	E	F		G			
ITEM		Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	Total \$ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)
Specification Section No.	Description											
73	Unclassified Excavation	1,050.00	CY	\$ 14.60	\$ 15,330.00	1,050.00	\$ 15,330.00	-	1,050.00	15,330.00	100%	\$ -
74	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%	\$ -
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%	\$ -
76	4" PolyVinyl Chloride (PVC) Pipe	50.00	LF	\$ 33.00	\$ 1,650.00	50.00	\$ 1,650.00	-	50.00	1,650.00	100%	\$ -
77	3" PolyVinyl Chloride (PVC) Pipe	50.00	LF	\$ 31.50	\$ 1,575.00	50.00	\$ 1,575.00	-	50.00	1,575.00	100%	\$ -
78	Fire Hydrant and Assembly R.J.	5.00	EA	\$ 3,348.00	\$ 16,715.00	5.00	\$ 16,715.00	-	5.00	16,715.00	100%	\$ -
79	8" Gate Valve R.J.	16.00	EA	\$ 1,889.00	\$ 30,224.00	16.00	\$ 30,224.00	-	16.00	30,224.00	100%	\$ -
80	6" Gate Valve R.J.	9.00	EA	\$ 1,273.00	\$ 11,457.00	9.00	\$ 11,457.00	-	9.00	11,457.00	100%	\$ -
81	4" Gate Valve R.J.	2.00	EA	\$ 837.00	\$ 1,674.00	2.00	\$ 1,674.00	-	2.00	1,674.00	100%	\$ -
82	Standard Valve Box	24.00	EA	\$ 164.00	\$ 3,936.00	24.00	\$ 3,936.00	-	24.00	3,936.00	100%	\$ -
83	8" Solid Sleeve R.J.	2.00	EA	\$ 415.00	\$ 830.00	2.00	\$ 830.00	-	2.00	830.00	100%	\$ -
84	6" Solid Sleeve R.J.	5.00	EA	\$ 321.00	\$ 1,605.00	5.00	\$ 1,605.00	-	5.00	1,605.00	100%	\$ -
85	4" Solid Sleeve R.J.	3.00	EA	\$ 272.50	\$ 817.50	3.00	\$ 817.50	-	3.00	817.50	100%	\$ -
86	3" Solid Sleeve (Coupling) R.J.	6.00	EA	\$ 262.00	\$ 1,572.00	6.00	\$ 1,572.00	-	6.00	1,572.00	100%	\$ -
87	8" 45 Fitting R.J.	16.00	EA	\$ 624.00	\$ 9,984.00	16.00	\$ 9,984.00	-	16.00	9,984.00	100%	\$ -
88	8" 45 Fitting (Vertical) R.J.	25.00	EA	\$ 943.00	\$ 23,575.00	25.00	\$ 23,575.00	-	25.00	23,575.00	100%	\$ -
89	6" 45 Fitting R.J.	6.00	EA	\$ 332.00	\$ 1,992.00	6.00	\$ 1,992.00	-	6.00	1,992.00	100%	\$ -
90	6" 45 Fitting (Vertical) R.J.	17.00	EA	\$ 527.00	\$ 8,959.00	17.00	\$ 8,959.00	-	17.00	8,959.00	100%	\$ -
91	4" 45 Fitting (Vertical) R.J.	3.00	EA	\$ 406.00	\$ 1,218.00	3.00	\$ 1,218.00	-	3.00	1,218.00	100%	\$ -
92	3" 45 Fitting R.J.	4.00	EA	\$ 247.00	\$ 988.00	4.00	\$ 988.00	-	4.00	988.00	100%	\$ -
93	8" 22 1/2" Fitting R.J.	2.00	EA	\$ 622.00	\$ 1,244.00	2.00	\$ 1,244.00	-	2.00	1,244.00	100%	\$ -
94	8" 11 1/4" Fitting R.J.	4.00	EA	\$ 400.00	\$ 1,600.00	4.00	\$ 1,600.00	-	4.00	1,600.00	100%	\$ -
95	8" x 6" Reducing Fitting R.J.	5.00	EA	\$ 478.00	\$ 2,390.00	5.00	\$ 2,390.00	-	5.00	2,390.00	100%	\$ -
96	8" x 4" Reducing Fitting R.J.	2.00	EA	\$ 459.00	\$ 918.00	2.00	\$ 918.00	-	2.00	918.00	100%	\$ -
97	4" x 3" Reducing Fitting R.J.	2.00	EA	\$ 338.00	\$ 676.00	2.00	\$ 676.00	-	2.00	676.00	100%	\$ -
98	8"x8"x8" TEE R.J.	10.00	EA	\$ 963.00	\$ 9,630.00	10.00	\$ 9,630.00	-	10.00	9,630.00	100%	\$ -
99	8"x8"x6" TEE R.J.	6.00	EA	\$ 916.00	\$ 5,496.00	6.00	\$ 5,496.00	-	6.00	5,496.00	100%	\$ -
100	8"x8"x4" TEE R.J.	2.00	EA	\$ 812.00	\$ 1,624.00	2.00	\$ 1,624.00	-	2.00	1,624.00	100%	\$ -
101	8" Plug R.J.	3.00	EA	\$ 320.00	\$ 960.00	3.00	\$ 960.00	-	3.00	960.00	100%	\$ -
102	5/8"x3/4" Water ServiceConnection(Short)8"x1"	11.00	EA	\$ 1,246.00	\$ 13,706.00	11.00	\$ 13,706.00	-	11.00	13,706.00	100%	\$ -
103	5/8"x3/4" Water ServiceConnection(Long)8"x1"	10.00	EA	\$ 1,549.00	\$ 15,490.00	10.00	\$ 15,490.00	-	10.00	15,490.00	100%	\$ -
104	2" Water ServiceConnection(Short)8"x2"	1.00	EA	\$ 3,170.00	\$ 3,170.00	1.00	\$ 3,170.00	-	1.00	3,170.00	100%	\$ -
				\$ 293,728.00					293,728.00			\$ -
Total This Estimate					\$ 293,728.00	To Finish Unit Price Items			\$ -			

Progress Estimate (S. AVE Sewer)

Contractor's Application

For (contract): CIP 4					Application Number: Pay Application #7							
Application Period: 11/1/2015 to 11/28/2015					Application Date: 11/28/2015							
ITEM		B			C	D	E	F		G		
Specification Section No.	Description	Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	Total \$ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)
111	Unclassified Excavation	700.00	CV	\$ 9.74	\$ 6,818.00	700.00	\$ 6,818.00	-	700.00	6,818.00	100%	\$ -
113	10" PolyVinyl Chloride (PVC) Pipe (Sewer Main)	710.00	LF	\$ 44.00	\$ 31,240.00	710.00	\$ 31,240.00	-	710.00	31,240.00	100%	\$ -
114	8" PolyVinyl Chloride (PVC) Pipe (Sewer Main)	335.00	LF	\$ 39.00	\$ 13,065.00	335.00	\$ 13,065.00	-	335.00	13,065.00	100%	\$ -
115	Manhole (4' Dia) Standard	10.00	EA	\$ 3,241.00	\$ 32,410.00	10.00	\$ 32,410.00	-	10.00	32,410.00	100%	\$ -
116	Add'l Depth in MH (4' Diameter)	15.00	VF	\$ 225.00	\$ 3,375.00	15.00	\$ 3,375.00	-	15.00	3,375.00	100%	\$ -
117	Sanitary Sewer Service Connection (10"x4")	12.00	EA	\$ 385.00	\$ 4,620.00	12.00	\$ 4,620.00	-	12.00	4,620.00	100%	\$ -
118	Sanitary Sewer Service Connection (8"x4")	4.00	EA	\$ 262.00	\$ 1,048.00	4.00	\$ 1,048.00	-	4.00	1,048.00	100%	\$ -
119	4" PolyVinyl Chloride (PVC) Pipe (Sewer Service Line)	550.00	LF	\$ 35.00	\$ 19,250.00	550.00	\$ 19,250.00	-	550.00	19,250.00	100%	\$ -
120	(PI) Video Inspection of Conduit (Pre-Const)	1,045.00	LF	\$ 3.00	\$ 3,135.00	0.00	\$ -	-	-	-	0%	\$ 3,135.00
121	(PI) Video Inspection of Conduit (Post-Const)	1,045.00	LF	\$ 3.00	\$ 3,135.00	-	\$ -	-	-	-	0%	\$ 3,135.00
					\$ -							
					\$ 118,096.00					111,826.00		\$ 6,270.00
						Total This Estimate		\$ 111,826.00		To Finish Unit Price Items		\$ 6,270.00

SCHEDULE "D"

THE MCALESTER PUBLIC WORKS AUTHORITY

PAYMENT REQUISITION

SERIES 2014 PROJECT ACCOUNT

THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: December 1, 2015

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

Carstensen Contracting, Inc.

800482036

CREDITOR

TRUST NO.

P.O. Box 754 Pipestone, MN 56164

MAILING ADDRESS

Construction Services

Invoice: Payment # 3

ITEM

ITEM NO.

November 28, 2015

CIP # 4 A

\$187,778.30

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: December 1, 2015

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City

Contractor's Application

To Finish Lump Sum items	\$ 17,172.50
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Progress Estimate (6th St Roadway)

Contractor's Application

For (contract): CIP 4 - 6th					Application Number: Pay Application #3							
Application Period: November 1, 2015 to November 28, 2015					Application Date: 11/28/2015							
A		B		C		D		E		F		G
ITEM		Bid Quantity	Unit	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	Total \$ Completed and Stored to date	% (F/B)	Balance to Finish (B - F)
Specification Section No.	Description											
2	Unclassified Excavation	2,492.00	CY	\$ 12.00	\$ 29,904.00	2,270.00	\$ 27,240.00	-	2,270.00	\$ 27,240.00	91%	\$ 2,664.00
3	Embankments	20.00	CY	\$ 14.00	\$ 280.00	20.00	\$ 280.00	-	20.00	280.00	100%	\$ -
5	Temporary Silt Fence	1,136.00	LF	\$ 2.70	\$ 3,067.20	1,136.00	\$ 3,067.20	-	1,136.00	3,067.20	100%	\$ -
6	Temporary Sediment Filter	1.00	EA	\$ 150.00	\$ 150.00	1.00	\$ 150.00	-	1.00	150.00	100%	\$ -
7	(PL)Temporary Inlet Sediment Filter	16.00	EA	\$ 150.00	\$ 2,400.00	16.00	\$ 2,400.00	-	16.00	2,400.00	100%	\$ -
8	Solid Slab Sodding	2,422.00	SY	\$ 4.50	\$ 10,899.00	0.00	\$ -	-	-	-	0%	\$ 10,899.00
9	Vegetative Mulching	0.51	AC	\$ 2,250.00	\$ 1,147.50	0.00	\$ -	-	-	-	0%	\$ 1,147.50
10	Mowing	0.51	AC	\$ 1,000.00	\$ 510.00	0.00	\$ -	-	-	-	0%	\$ 510.00
11	Aggregate Base Type 'A'	582.00	CY	\$ 68.00	\$ 39,576.00	0.00	\$ -	-	-	-	0%	\$ 39,576.00
12	Lime	57.00	TON	\$ 191.00	\$ 10,887.00	0.00	\$ -	-	-	-	0%	\$ 10,887.00
12A	Stabilized Subgrade	3,487.00	SY	\$ 3.50	\$ 12,204.50	2,050.00	\$ 7,175.00	-	2,050.00	7,175.00	59%	\$ 5,029.50
13	Lime Stabilized Subgrade	3,487.00	SY	\$ 6.50	\$ 22,665.50	0.00	\$ -	-	-	-	0%	\$ 22,665.50
13A	Subgrade Method B	3,487.00	SY	\$ 5.50	\$ 19,178.50	2,050.00	\$ 11,275.00	-	2,050.00	11,275.00	58%	\$ 7,903.50
14	Separator Fabric	3,987.00	SY	\$ 1.55	\$ 6,179.85	0.00	\$ -	-	-	-	0%	\$ 6,179.85
15	Prime Coat	873.00	GAL	\$ 8.40	\$ 7,333.20	0.00	\$ -	-	-	-	0%	\$ 7,333.20
16	Dowel Jointed P.C.C.P. (Placement)	3,124.00	SY	\$ 34.00	\$ 106,216.00	0.00	\$ -	-	-	-	0%	\$ 106,216.00
17	P.C. for Pavement	700.00	CY	\$ 118.00	\$ 82,600.00	0.00	\$ -	-	-	-	0%	\$ 82,600.00
18	Handrailing	50.00	LF	\$ 65.00	\$ 3,250.00	0.00	\$ -	-	-	-	0%	\$ 3,250.00
19	6"x3" Precast Reinforced Concrete Box	596.00	LF	\$ 381.00	\$ 227,076.00	596.00	\$ 227,076.00	-	596.00	227,076.00	100%	\$ -
20	4"x3" Precast Reinforced Concrete Box	-	LF	\$ -	\$ -	0.00	\$ -	-	-	-	#DIV/0!	\$ -
21	Concrete Curb (6" Barrier-Integral)	1,304.00	LF	\$ 39.00	\$ 50,856.00	0.00	\$ -	-	-	-	0%	\$ 50,856.00
22	4" Concrete Sidewalk	241.00	SY	\$ 77.00	\$ 18,557.00	0.00	\$ -	-	-	-	0%	\$ 18,557.00
23	8" Concrete Sidewalk	330.00	SY	\$ 81.00	\$ 26,730.00	0.00	\$ -	-	-	-	0%	\$ 26,730.00
24	6" Concrete Driveway	167.00	SY	\$ 74.00	\$ 12,358.00	0.00	\$ -	-	-	-	0%	\$ 12,358.00
25	Tactile Warning Device (New)	52.00	SF	\$ 72.50	\$ 3,770.00	0.00	\$ -	-	-	-	0%	\$ 3,770.00
26	Inlet CI Des. 2 (STD)	-	Ea	\$ -	\$ -	0.00	\$ -	-	-	-	#DIV/0!	\$ -
27	Inlet CI Des. 2 (B)	-	Ea	\$ -	\$ -	0.00	\$ -	-	-	-	#DIV/0!	\$ -
28	Inlet CI Des. 3 (STD)	-	Ea	\$ -	\$ -	0.00	\$ -	-	-	-	#DIV/0!	\$ -
29	Inlet w/ Large Jct. Box, CI Des. 2	2.00	Ea	\$ 10,141.00	\$ 20,282.00	2.00	\$ 20,282.00	-	2.00	20,282.00	100%	\$ -
30	Inlet w/ Large Jct. Box, CI Des. 2(B)	3.00	Ea	\$ 11,168.00	\$ 33,504.00	3.00	\$ 33,504.00	-	3.00	33,504.00	100%	\$ -
31	Inlet w/ Large Jct. Box, CI Des. 3	1.00	Ea	\$ 21,574.00	\$ 21,574.00	1.00	\$ 21,574.00	-	1.00	21,574.00	100%	\$ -
32	18" RCP CL-III	37.00	LF	\$ 65.50	\$ 2,423.50	37.00	\$ 2,423.50	-	37.00	2,423.50	100%	\$ -
33	24" RCP CL-III	8.00	LF	\$ 83.00	\$ 664.00	8.00	\$ 664.00	-	8.00	664.00	100%	\$ -
34	36" RCP CL-III	-	LF	\$ -	\$ -	0.00	\$ -	-	-	-	#DIV/0!	\$ -
36	Removal of Concrete Pavement	5,217.00	SY	\$ 7.50	\$ 39,127.50	5,217.00	\$ 39,127.50	-	5,217.00	39,127.50	100%	\$ -
37	Removal of Sidewalk	192.00	SY	\$ 9.00	\$ 1,728.00	192.00	\$ 1,728.00	-	192.00	1,728.00	100%	\$ -
38	Sawing Pavement	455.00	LF	\$ 2.70	\$ 1,228.50	455.00	\$ 1,228.50	-	455.00	1,228.50	100%	\$ -
39	Remove and Reconstruct Fence	100.00	LF	\$ 8.25	\$ 825.00	50.00	\$ 412.50	-	50.00	412.50	50%	\$ 412.50
40	3" PVC SCH. 40 Plastic Conduit Bored	-	LF	\$ -	\$ -	0.00	\$ -	-	-	-	#DIV/0!	\$ -
42	Field Office	1.00	EA	\$ 10,760.00	\$ 10,760.00	1.00	\$ 10,760.00	-	1.00	10,760.00	100%	\$ -
CO 03	Fixing Conflict with storm and sewer	1.00	EA	\$ 3,672.72	\$ 3,672.72	1.00	\$ 3,672.72	-	1.00	3,672.72	100%	\$ -
CO 04	Sanitary Sewer Connection 4"x4"	1.00	EA	\$ 179.00	\$ 179.00	1.00	\$ 179.00	-	1.00	179.00	100%	\$ -
					\$ 833,763.47					414,218.92	\$	419,544.55

Total This Estimate	\$ 414,218.92
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To Finish Unit Price Items \$ 419,544.55

Progress Estimate (6th St Water)

Contractor's Application

For (contract):				CIP 4 - 6th				Application Number:							
Application Period:				November 1, 2015 to November 28, 2015				Pay Application #3							
								Application Date:							
								11/28/2015							
A				B		C		D		E		F		G	
Specification Section No.	Description	Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	Total \$ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)			
65	Unclassified Excavation	445.00	CY	\$ 15.00	\$ 6,675.00	445.00	\$ 6,675.00	-	445.00	6,675.00	100%	\$ -			
66	12" PVC	-	CY	\$ -	\$ -	-	\$ -	-	-	-	#DIV/0!	\$ -			
67	6" PVC	1,033.00	LF	\$ 39.00	\$ 40,287.00	1,033.00	\$ 40,287.00	-	1,033.00	40,287.00	100%	\$ -			
68	4" PVC	190.00	LF	\$ 33.50	\$ 6,365.00	190.00	\$ 6,365.00	-	190.00	6,365.00	100%	\$ -			
69	2" PVC	40.00	Ea	\$ 29.00	\$ 1,160.00	40.00	\$ 1,160.00	-	40.00	1,160.00	100%	\$ -			
70	Fire Hydrant and Assembly	3.00	Ea	\$ 2,874.00	\$ 8,622.00	3.00	\$ 8,622.00	-	3.00	8,622.00	100%	\$ -			
71	12" Gate Valve	-	Ea	\$ -	\$ -	-	\$ -	-	-	-	#DIV/0!	\$ -			
72	6" Gate Valve	9.00	Ea	\$ 1,713.00	\$ 15,417.00	9.00	\$ 15,417.00	-	9.00	15,417.00	100%	\$ -			
73	4" Gate Valve	4.00	Ea	\$ 835.00	\$ 3,340.00	4.00	\$ 3,340.00	-	4.00	3,340.00	100%	\$ -			
74	Standard Valve Box	13.00	Ea	\$ 164.00	\$ 2,132.00	13.00	\$ 2,132.00	-	13.00	2,132.00	100%	\$ -			
75	12" Solid Sleeve	-	Ea	\$ -	\$ -	-	\$ -	-	-	-	#DIV/0!	\$ -			
76	6" Solid Sleeve	4.00	Ea	\$ 292.00	\$ 1,168.00	4.00	\$ 1,168.00	-	4.00	1,168.00	100%	\$ -			
77	2" Solid Sleeve	4.00	Ea	\$ 202.00	\$ 808.00	4.00	\$ 808.00	-	4.00	808.00	100%	\$ -			
78	12" 45 degree Fitting (Vertical)	-	Ea	\$ -	\$ -	-	\$ -	-	-	-	#DIV/0!	\$ -			
79	6" 45 Fitting	10.00	Ea	\$ 332.00	\$ 3,320.00	10.00	\$ 3,320.00	-	10.00	3,320.00	100%	\$ -			
80	6" 45 Fitting (Vertical)	2.00	Ea	\$ 553.00	\$ 1,106.00	2.00	\$ 1,106.00	-	2.00	1,106.00	100%	\$ -			
80A	4" 45 Fitting (Vertical)	4.00	Ea	\$ 327.00	\$ 1,308.00	4.00	\$ 1,308.00	-	4.00	1,308.00	100%	\$ -			
81	4x2 Reducing Fitting	4.00	Ea	\$ 336.00	\$ 1,344.00	4.00	\$ 1,344.00	-	4.00	1,344.00	100%	\$ -			
82	12x12x6 TEE	-	Ea	\$ -	\$ -	-	\$ -	-	-	-	#DIV/0!	\$ -			
83	6x6x6 TEE	5.00	Ea	\$ 502.00	\$ 2,510.00	5.00	\$ 2,510.00	-	5.00	2,510.00	100%	\$ -			
84A	6x6x4 TEE	4.00	Ea	\$ 410.00	\$ 1,640.00	4.00	\$ 1,640.00	-	4.00	1,640.00	100%	\$ -			
84	6" Plug	1.00	Ea	\$ 260.00	\$ 260.00	1.00	\$ 260.00	-	1.00	260.00	100%	\$ -			
86	5/8"x3/4" Water Service Connection (Long) 6"x1"	8.00	Ea	\$ 1,350.00	\$ 10,880.00	8.00	\$ 10,880.00	-	8.00	10,880.00	100%	\$ -			
87	5/8"x3/4" Water Service Connection (Short) 6"x1"	4.00	EA	\$ 1,840.00	\$ 7,360.00	4.00	\$ 7,360.00	-	4.00	7,360.00	100%	\$ -			
CO 002	Waterline Relocation	1.00	LS	\$ 11,556.93	\$ 11,556.93	1.00	\$ 11,556.93	-	1.00	11,556.93	100%	\$ -			
				\$ 127,258.93											

127,258.93 \$ -

Total This Estimate \$ 127,258.93

To Finish Unit Price Items \$ -

Progress Estimate (6th St Sewer)

Contractor's Application

For (contract): CIP 4-6TH					Application Number: Pay Application #3								
Application Period: November 1, 2015 to November 28, 2015					Application Date: 11/28/2015								
ITEM		B		C		D		E		F		G	
Specification Section No.	Description	Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	Total \$ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)	
90	Unclassified Excavation	318.00	CY	\$ 15.75	\$ 5,008.50	318.00	\$ 5,008.50	-	318.00	5,008.50	100%	\$ -	
92	12" (PVC) (Sewer Main)	274.00	LF	\$ 47.00	\$ 12,878.00	274.00	\$ 12,878.00	-	274.00	12,878.00	100%	\$ -	
93	10" (PVC) (Sewer Main)	-	LF	\$ -	\$ -	0.00	\$ -	-	-	-	#DIV/0!	\$ -	
94	8" (PVC) (Sewer Main)	79.00	LF	\$ 39.00	\$ 3,081.00	79.00	\$ 3,081.00	-	79.00	3,081.00	100%	\$ -	
95	Manhole (4' Dia) Standard	2.00	EA	\$ 3,344.00	\$ 6,688.00	2.00	\$ 6,688.00	-	2.00	6,688.00	100%	\$ -	
96	Add'l Depth in MH 4' dia.	9.00	VF	\$ 212.00	\$ 1,908.00	9.00	\$ 1,908.00	-	9.00	1,908.00	100%	\$ -	
97	Sanitary Sewer Service Connection(12"x4")	6.00	EA	\$ 441.00	\$ 2,646.00	6.00	\$ 2,646.00	-	6.00	2,646.00	100%	\$ -	
98	Sanitary Sewer Service Connection(10"x4")	-	EA	\$ -	\$ -	0.00	\$ -	-	-	-	#DIV/0!	\$ -	
99	Sanitary Sewer Service Connection(8"x4")	4.00	EA	\$ 254.00	\$ 1,016.00	4.00	\$ 1,016.00	-	4.00	1,016.00	100%	\$ -	
100	4" PVC Pipe (Sewer Service Line)	580.00	LF	\$ 35.00	\$ 20,300.00	580.00	\$ 20,300.00	-	580.00	20,300.00	100%	\$ -	
101	Video Inspection of Conduit (Pre-Const)	353.00	LF	\$ 3.00	\$ 1,059.00	0.00	\$ -	-	-	-	0%	\$ 1,059.00	
102	Video Inspection of Conduit (Post-Const)	353.00	LF	\$ 3.00	\$ 1,059.00	0.00	\$ -	-	-	-	0%	\$ 1,059.00	
					\$ 55,643.50						\$ 53,525.50	\$ 2,118.00	

Total This Estimate

\$ 53,525.50

To Finish Unit Price Items

\$ 2,118.00

[illegible]

SCHEDULE "D"

THE MCALESTER PUBLIC WORKS AUTHORITY

PAYMENT REQUISITION

SERIES 2014 PROJECT ACCOUNT

THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: December 1, 2015

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

Infrastructure Solutions Groups, LLC

800482036

CREDITOR

TRUST NO.

719 S. George Nigh Expressway

MAILING ADDRESS

Construction Services

Invoice: MC-14-06-13

ITEM

ITEM NO.

November 30, 2015

CIP # 3

\$11,049.50

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: December 1, 2015

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City



**INFRASTRUCTURE
SOLUTIONS GROUP, LLC**
Consulting Engineers

INVOICE SUBMITTED TO:

November 30, 2015

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

Invoice # **MC-14-06-13**

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

Construction Start Date:	November 14, 2014
Calendar Days in Contract:	330 days
Calendar Days Added by Change Order	50 days
Percentage Complete to Date:	290/380 = 76.3%

CONSTRUCTION MANAGEMENT - \$40,000.00	
98.2% of \$40,000.00	\$ 39,280.00

RESIDENT PROJECT REPRESENTATIVE - \$103,500.00	
98.2% of \$103,500.00	<u>\$101,637.00</u>

TOTAL SERVICES BILLED TO DATE	\$140,917.00
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LESS PREVIOUSLY INVOICED	<u>-\$129,867.50</u>
--------------------------	----------------------

<u>TOTAL DUE THIS INVOICE</u>	<u>\$ 11,049.50</u>
--------------------------------------	----------------------------

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

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

SCHEDULE "D"

THE MCALESTER PUBLIC WORKS AUTHORITY

PAYMENT REQUISITION

SERIES 2014 PROJECT ACCOUNT

THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: December 1, 2015

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

Infrastructure Solutions Group, LLC

800482036

CREDITOR

TRUST NO.

719 S. George Nigh Expressway

MAILING ADDRESS

Professional Services

Invoice: MC-15-02-03

ITEM

ITEM NO.

November 30, 2015

Washington Ave. Pavement Reconstruction

\$23,590.00

DATE

PURPOSE

AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

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

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

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

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

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

THE MCALESTER PUBLIC WORKS AUTHORITY



City Manager or Chairman

Date: December 1, 2015

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City



INVOICE SUBMITTED TO:

November 30, 2015

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

Invoice # MC-15-02-03

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

ENGINEERING – \$70,300.00 50% of \$70,300.00	\$ 35,150.00
SURVEYING - \$12,500.00 100% of \$12,500.00	\$ 12,500.00
GEOTECHNICAL - \$10,000.00 25% of \$10,000.00	\$ 2,500.00
TOTAL SERVICES BILLED TO DATE	\$ 50,150.00
LESS PREVIOUSLY INVOICED	-\$ 26,560.00
<u>TOTAL DUE THIS INVOICE</u>	<u>\$ 23,590.00</u>

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

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

SCHEDULE "D"

THE MCALESTER PUBLIC WORKS AUTHORITY

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

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: December 1, 2015

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

T. McDonald Construction

800482036

CREDITOR

TRUST NO.

P.O. Box 1043 Eufaula, OK 74432

MAILING ADDRESS

Construction Services

Invoice: Payment # 13

ITEM

ITEM NO.

November 18, 2015

CIP # 3

\$332,030.47

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: December 1, 2015

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City

Contractor's Application for Payment No.

13

Application Period: 10/20/2015 TO 11/18/2015		Application Date: 11/18/2015
To (Owner): CITY OF MCALESTER	From (Contractor): T. MCDONALD CONST, INC.	Via (Engineer): Infrastructure Solutions Group, LLC dba Mehlburger Brawley
Project: SECOND STREET IMPROVEMENTS CIP #3	Contract:	
Owner's Contract No.: N/A	Contractor's Project No.: 2099	Engineer's Project No.: MC-14-01

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1		-\$8,950.00
2		
3	\$10,974.00	
4		
5	\$2,930.00	
6		-\$13.50
TOTALS	\$13,904.00	-\$8,963.50
NET CHANGE BY CHANGE ORDERS	\$4,940.50	

1. ORIGINAL CONTRACT PRICE.....	\$	\$2,730,987.50
2. Net change by Change Orders.....	\$	\$4,940.50
3. Current Contract Price (Line 1 + 2).....	\$	\$2,735,928.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$2,432,894.50
5. RETAINAGE:		
a. 10% X \$2,432,894.50 Work Completed....	\$	\$243,289.45
b. 10% X Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	\$243,289.45
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$2,189,605.05
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)...	\$	\$1,857,574.58
8. AMOUNT DUE THIS APPLICATION.....	\$	\$332,030.47
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	\$546,322.95

Contractor's Certification

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

By:



Date:

11/24/15

Payment of: \$ 332,030.47

(Line 8 or other - attach explanation of the other amount)

is recommended by:

(Engineer)

(Date)

Payment of:

\$ 332,030.47

(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

Endorsed by the Construction Specifications Institute.

EJCDC C-620 Contractor's Application for Payment

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Progress Estimate

Contractor's Application

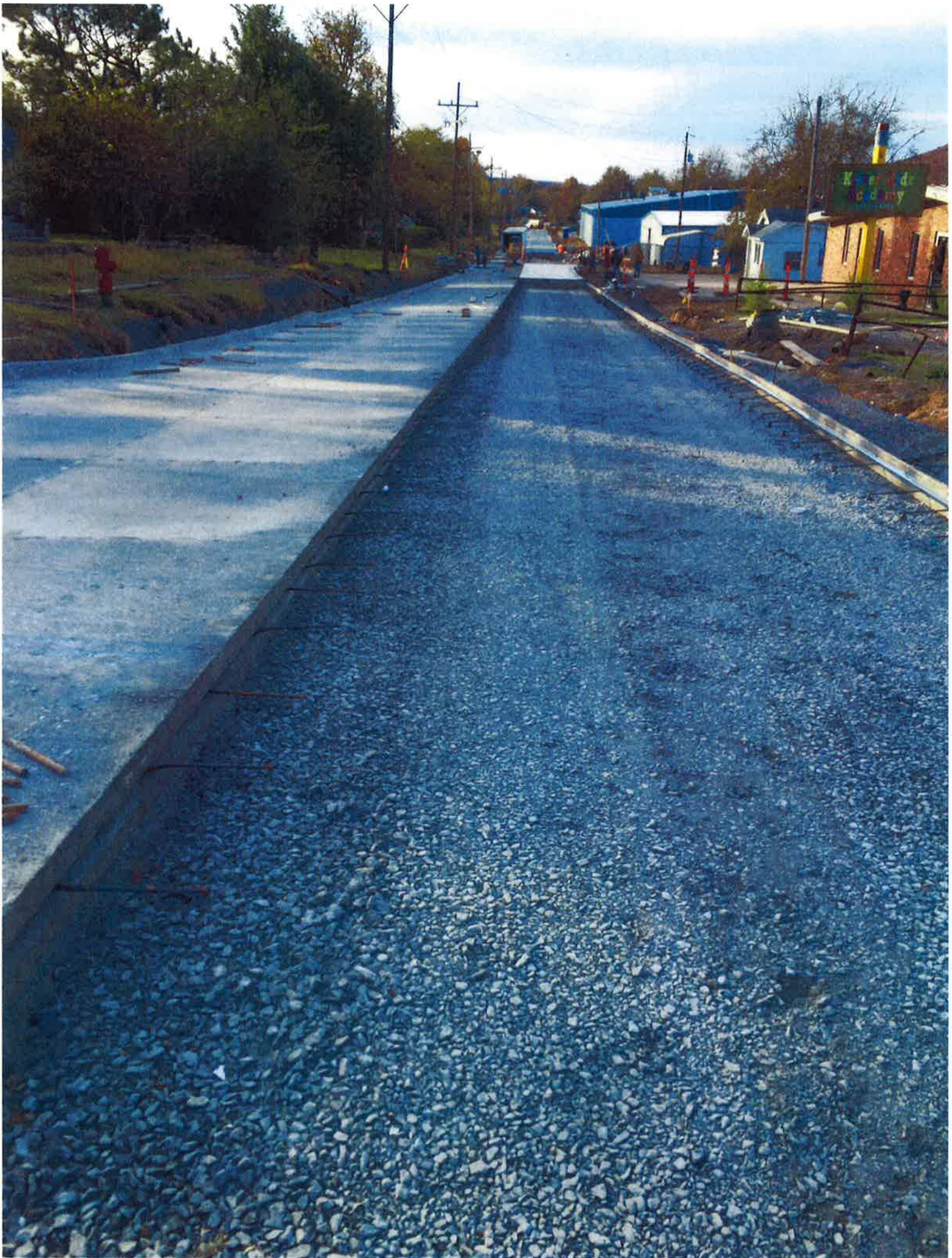
For (contract): MC-14-01							Application Number: 13			
Application Period: 10/20/2015 - 11/18/2015							Application Date: 11/18/2015			
A				B	C	D	E	F		G
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
1	EARTHWORK-LS	1	\$65,000.00	\$65,000.00	0.5	\$32,500.00		\$32,500.00	50.0%	\$32,500.00
2	SOLID SLAB SOD-SY	5355	\$3.00	\$16,065.00						\$16,065.00
3	AGGREGATE TYPE A-CY	4270	\$47.50	\$202,825.00	4270	\$202,825.00		\$202,825.00	100.0%	
4	BASE REPAIR-AGG BASE TYPE A-CY	220	\$85.00	\$18,700.00	220	\$18,700.00		\$18,700.00	100.0%	
5	LIME		\$200.00							
6	LIME STABILIZED SUBGRADE *(6 IN. OF AGG BASE)-SY		\$12.00							
7	TACK COAT	3000	\$1.00	\$3,000.00	3000	\$3,000.00		\$3,000.00	100.0%	
8	PRIME COAT	135	\$10.00	\$1,350.00	135	\$1,350.00		\$1,350.00	100.0%	
9	DRIVING SURFACE (OVERLAY) SUPERPAVE S5 (PG64-22)-3"	600	\$140.00	\$84,000.00	600	\$84,000.00		\$84,000.00	100.0%	
10	BASE REPAIR PATCH (OVERLAY) SUPERPAVE S5 (PG64-22)-3"	75	\$150.00	\$11,250.00	75	\$11,250.00		\$11,250.00	100.0%	
11	RCP BASE REPAIR PATCH (SUPERPAVE S5 (PG64-22)-3")	70	\$150.00	\$10,500.00	70	\$10,500.00		\$10,500.00	100.0%	
12	WATER LINE BASE REPAIR PATCH (SUPERPAVE S5 (PG64-22)-3")	25	\$150.00	\$3,750.00	25	\$3,750.00		\$3,750.00	100.0%	
13	COLD MILLING PAVEMENT (OVERLAY)	3700	\$8.00	\$29,600.00	3700	\$29,600.00		\$29,600.00	100.0%	
14	PC CONCRETE FOR PAVEMENT (PLACEMENT) -SY	11547	\$24.50	\$282,901.50	11048	\$270,676.00		\$270,676.00	95.7%	\$12,225.50
15	PC CONCRETE FOR PAVEMENT (PLACEMENT) -CY	2606	\$132.00	\$343,992.00	2489	\$328,548.00		\$328,548.00	95.5%	\$15,444.00
16	CONCRETE JOINT SEALING - LF	23625	\$1.20	\$28,350.00	13008	\$15,609.60		\$15,609.60	55.1%	\$12,740.40
17	CONCRETE CURB (6" BARRIER-INTEGRAL) -LF	4456	\$9.00	\$40,104.00	4524	\$40,716.00		\$40,716.00	101.5%	-\$612.00
18	4" CONCRETE SIDEWALK-SY	1812	\$44.00	\$79,728.00	1190	\$52,360.00		\$52,360.00	65.7%	\$27,368.00
19	6" CONCRETE DRIVEWAY-SY	2052	\$66.00	\$135,432.00	1290	\$85,140.00		\$85,140.00	62.9%	\$50,292.00
20	TACTILE WARNING DEVICE-SY	420	\$22.00	\$9,240.00	24	\$528.00		\$528.00	5.7%	\$8,712.00
21	INTEL CI DES. 2 (STD)	2	\$6,600.00	\$13,200.00	2	\$13,200.00		\$13,200.00	100.0%	
22	INTEL CI DES. 3 (STD)	1	\$7,150.00	\$7,150.00	1	\$7,150.00		\$7,150.00	100.0%	
23	6" PERFORATED UNDERDRAIN ROUND-LF	6000	\$10.00	\$60,000.00	6000	\$60,000.00		\$60,000.00	100.0%	
24	6" NON-PERFORATED UNDERDRAIN ROUND-LF	200	\$20.00	\$4,000.00	200	\$4,000.00		\$4,000.00	100.0%	
25	REMOVAL OF CONCRETE PAVEMENT W/ASPHALT OVERLAY	12027	\$7.00	\$84,189.00	12000	\$84,000.00		\$84,000.00	99.8%	\$189.00
26	REMOVAL OF SIDEWALK-SY	1300	\$4.00	\$5,200.00	1300	\$5,200.00		\$5,200.00	100.0%	
27	MOBILIZATION	1	\$80,000.00	\$80,000.00	0.5	\$40,000.00		\$40,000.00	50.0%	\$40,000.00
28	TENSAR ROADRAIN-SY	12800	\$10.95	\$140,160.00	12800	\$140,160.00		\$140,160.00	100.0%	
29	CONCRETE JUCTION BOXES	4	\$4,500.00	\$18,000.00	3	\$13,500.00		\$13,500.00	75.0%	\$4,500.00
30	19"X30" RC PIPE CLASS III	23	\$200.00	\$4,600.00	23	\$4,600.00		\$4,600.00	100.0%	
31	30" RC PIPE CLASS III	890	\$110.00	\$97,900.00	890	\$97,900.00		\$97,900.00	100.0%	
32	24"X38" RC PIPE ARCH CLASS III	5	\$500.00	\$2,500.00	5	\$2,500.00		\$2,500.00	100.0%	
33	44"X27" RC PIPE ARCH CLASS III	33	\$350.00	\$11,550.00	30	\$10,500.00		\$10,500.00	90.9%	\$1,050.00
34	SEWER LINE CONNECTIONS (UNDER RCP WEST SIDE FROM COMMAMCHE TO CANAL)	1	\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	100.0%	
35	8" SDR 35 PVC MAIN SEWER LINE	3030	\$65.00	\$196,950.00	2910	\$189,150.00		\$189,150.00	96.0%	\$7,800.00

36	4" ID CONCRETE PRE-CAST MANHOLE	11	\$5,500.00	\$60,500.00	11	\$60,500.00	\$60,500.00	100.0%	
37	SEWER SERVICE CONNECTION	75	\$950.00	\$71,250.00	62	\$58,900.00	\$58,900.00	82.7%	\$12,350.00
38	SEWER LINE AGGREGATE BASE FOR SURFACE REPAIR	2910	\$10.00	\$29,100.00	2910	\$29,100.00	\$29,100.00	100.0%	
39	16" PVC C-900 DR 14 WATER MAIN	105	\$90.00	\$9,450.00	105	\$9,450.00	\$9,450.00	100.0%	
40	10" PVC C-900 WATER MAIN	1336	\$40.00	\$53,440.00	1336	\$53,440.00	\$53,440.00	100.0%	
41	6" PVC C-900 WATER MAIN	2966	\$24.00	\$71,184.00	2935	\$70,440.00	\$70,440.00	99.0%	\$744.00
42	16" WATER MAIN CONNECTION	2	\$3,000.00	\$6,000.00	2	\$6,000.00	\$6,000.00	100.0%	
43	10" WATER MAIN CONNECTION	3	\$2,000.00	\$6,000.00	3	\$6,000.00	\$6,000.00	100.0%	
44	6" WATER MAIN CONNECTION	6	\$1,000.00	\$6,000.00	5	\$5,000.00	\$5,000.00	83.3%	\$1,000.00
45	16" TO 10" WATER MAIN CONNECTION	1	\$3,000.00	\$3,000.00	1	\$3,000.00	\$3,000.00	100.0%	
46	16" GATE VALVE	2	\$4,500.00	\$9,000.00	2	\$9,000.00	\$9,000.00	100.0%	
47	10" GATE VALVE	4	\$2,000.00	\$8,000.00	4	\$8,000.00	\$8,000.00	100.0%	
48	6" GATE VALVE	12	\$800.00	\$9,600.00	12	\$9,600.00	\$9,600.00	100.0%	
49	NEW FIRE HYDRANT ASSEMBLY	10	\$5,500.00	\$55,000.00	10	\$55,000.00	\$55,000.00	100.0%	
50	1" AIR RELEASE VALVE	1	\$1,500.00	\$1,500.00	1	\$1,500.00	\$1,500.00	100.0%	
51	2" METER CONNECTION	3	\$1,600.00	\$4,800.00	3	\$4,800.00	\$4,800.00	100.0%	
52	WATER SERVICE RECONNECTION (SHORT)	55	\$900.00	\$49,500.00	35	\$31,500.00	\$31,500.00	63.6%	\$18,000.00
53	WATER SERVICE RECONNECTION (LONG)	37	\$900.00	\$33,300.00	37	\$33,300.00	\$33,300.00	100.0%	
54	WATER AGGREGATE BASE FOR SURFACE REPAIR	728	\$10.00	\$7,280.00	680	\$6,800.00	\$6,800.00	93.4%	\$480.00
55	TRAFFIC CONTROL	1	\$45,000.00	\$45,000.00	0.5	\$22,500.00	\$22,500.00	50.0%	\$22,500.00
56	2 YEAR MAINTENANCE BOND	1	\$10,000.00	\$10,000.00					\$10,000.00
57	SWPPP	1	\$15,000.00	\$15,000.00	0.5	\$7,500.00	\$7,500.00	50.0%	\$7,500.00
58	AS-BUILTS SURVEY	1	\$5,000.00	\$5,000.00					\$5,000.00
59	4" DWV SCH 40 SEWER SERVICE LINE (REQUIRED FOR SERVICE SEPERATION)	120	\$25.00	\$3,000.00					\$3,000.00
CO-1	INVESTIGATE AND CAP ABANDONED SEWER SERVICE LINES	9	\$200.00	\$1,800.00	9	\$1,800.00	\$1,800.00	100.0%	
CO-2	ADD ADDITIONAL CASING WITH END SEALS	2	\$1,500.00	\$3,000.00	1	\$1,500.00	\$1,500.00	50.0%	\$1,500.00
CO-3	REVISED ELEVATION FOR CURB INLET DUE TO UTILITY	1	\$750.00	\$750.00	1	\$750.00	\$750.00	100.0%	
WCD1-1	REMOVE AND COMPACT ROAD SURFACE UNDER ROAD SURFACE (Materials plus 25%)	5338	\$11.55	\$61,652.50	5338	\$61,653.90	\$61,653.90	100.0%	-\$1.40
WCD1-2	REMOVE POP-OFF, CLEANOUT, AND ANTI BACK FLOW PREVENTER	71	-\$103.00	-\$7,313.00					-\$7,313.00
WCD1-3	REMOVE F1000 CORP STOP AND REPLACE FB1000	21	\$486.00	\$10,206.00	21	\$10,206.00	\$10,206.00	100.0%	
WCD1-4	REPLACE F1000 CORP STOP WITH FB1000	69	\$18.00	\$1,242.00	69	\$1,242.00	\$1,242.00	100.0%	
	Totals			\$2,735,928.00		\$2,432,894.50	\$2,432,894.50	88.9%	\$303,033.50

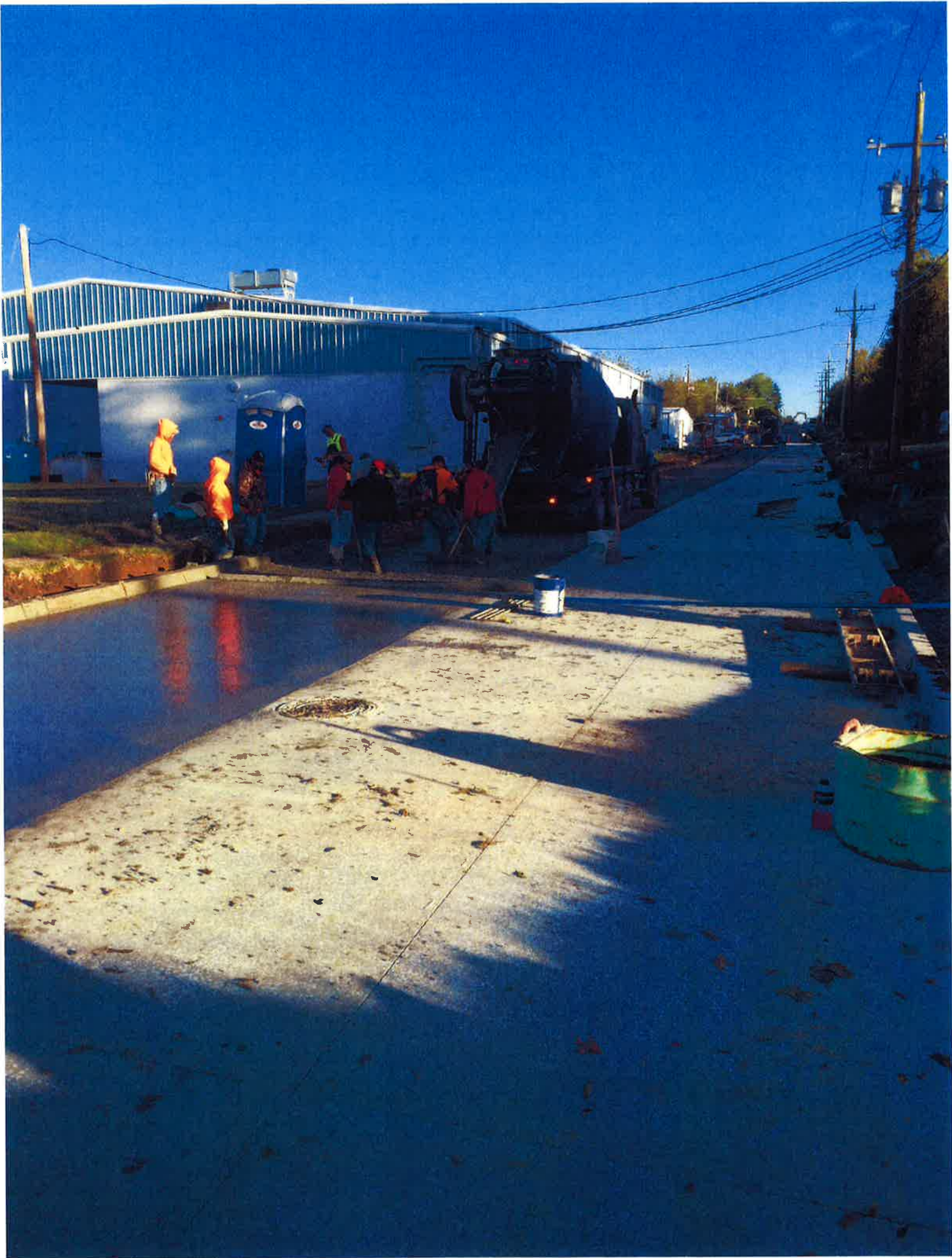
Stored Material Summary

Contractor's Application

For (contract): CITY OF MCALESTER SECOND STREEET IMPROVEMENTS						Application Number: 13			
Application Period: 10/20/2015 - 11/18/2015						Application Date: 11/18/2015			
A	B	C	D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
			Date (Month/Y	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)	
80309		WATER SERVICE CONNECTION FITTINGS	11/2014	\$18,166.27			6/2015	\$18,166.27	
80306		WATER AND SEWER LINE PIPE/ GATE VALVES	11/2014	\$29,141.54			1/2015	\$29,141.54	
11170142		ARCH PIPE 18"X 29" RCP	12/2014	\$1,504.20			2/2015	\$1,504.20	
62486		30" RCP PIPE	12/2014	\$2,877.60			1/2015	\$2,877.60	
62579		STORM DRAIN FRAME AND GRATE AND HARDWARE	12/2014	\$9,029.00			3/2015	\$9,029.00	
80533		18" METER CANS	11/2014	\$5,177.50			6/2015	\$5,177.50	
80532		2" VH77-15B-11-77-NL SETTER	11/2014	\$3,952.74			3/2015	\$3,952.74	
80532		6' DR-14C900 PVC PIPE	11/2014	\$3,082.52			2/2015	\$3,082.52	
80532		6' MJ GATE VALVE	11/2014	\$5,575.35			6/2015	\$5,575.35	
80532		8"X4" SDR-26 WYE W/SCH40 OUTLET	11/2014	\$2,577.58			6/2015	\$2,577.58	
80530		5/8" X 3/4" ZENNER WATER METER	11/2014	\$5,693.18			3/2015	\$5,693.18	
80530		10"X1" CC 315 TAPPING SADDLE	11/2014	\$6,636.52			3/2015	\$6,636.52	
80933		16" PVC STARGRIP W/ACC	1/2015	\$2,559.54			2/2015	\$2,559.54	
80933		10: PVC STARGRIP W/ACC	1/2015	\$6,546.50			2/2015	\$6,546.50	
80933		6" PVC STARGRIP X/ACC	1/2015	\$3,698.37			5/2015	\$3,698.37	
80933		4" 2-WAY CLEAN OUT TEE	1/2015	\$2,422.92				\$2,422.92	
80941		LF 6" DR-14 C900 PVC PIPE	1/2015	\$13,050.21			5/2015	\$13,050.21	
81118		5-1/4 B84B 3-WAY 3/6 BURY FIRE HYDT L/ACC	1/2015	\$18,067.50			3/2015	\$18,067.50	
44744		57,043 sq ft of Tensar Roadrain RDS	5/2015	\$54,190.84			7/2015	\$54,190.84	
			Totals		\$193,949.88				\$193,949.88









SCHEDULE "D"

THE MCALESTER PUBLIC WORKS AUTHORITY

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

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: November 16, 2015

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

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

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

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

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

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

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

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

THE MCALESTER PUBLIC WORKS AUTHORITY



City Manager or Chairman

Date: November 16, 2015

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City



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

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

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

Project 6005601.000 CIP #4_South Street
Professional Services from October 01, 2015 to October 31, 2015

Phase 001 South Street
Fee

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

SCHEDULE "D"

THE MCALESTER PUBLIC WORKS AUTHORITY

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

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: December 3, 2015

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

EST	800482036
CREDITOR	TRUST NO.

480 24 TH Ave. NW, Suite 244 Norman, OK 73069
MAILING ADDRESS

Construction Services	Invoice: 35928
ITEM	ITEM NO.

November 23, 2015	CIP # 4	\$10,929.75
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: December 3, 2015

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City



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

November 23, 2015
Project No: 6005601.000
Invoice No: 35928

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

Project 6005601.000 CIP #4_South Street
Professional Services from November 01, 2015 to November 30, 2015

Phase 001 South Street
Fee

Billing Phase	Fee	Percent Complete	Earned
Construction Management	172,575.00	100.00	172,575.00
Materials Testing	46,020.00	100.00	46,020.00
Audit Services	11,505.00	0.00	0.00
Total Fee	230,100.00		218,595.00
		Previous Fee Billing	207,665.25
		Current Fee Billing	10,929.75
Total Fee			10,929.75
		Total this Phase	\$10,929.75
		Total this Invoice	\$10,929.75

SCHEDULE "D"

THE MCALESTER PUBLIC WORKS AUTHORITY

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

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: December 3, 2015

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

EST	800482036
CREDITOR	TRUST NO.

480 24 TH Ave. NW, Suite 244 Norman, OK 73069
MAILING ADDRESS

Construction Services	Invoice: 35989
ITEM	ITEM NO.

November 23, 2015	CIP # 4A	\$33,950.00
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

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

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

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

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

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

THE MCALESTER PUBLIC WORKS AUTHORITY



City Manager or Chairman

Date: December 3, 2015

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City



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

November 23, 2015
Project No: 6005601.000
Invoice No: 35989

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

Project 6005601.000 CIP #4_South Street
Professional Services from November 01, 2015 to November 30, 2015

Phase 002 6th Street
Fee

Billing Phase	Fee	Percent Complete	Earned
Construction Management	65,055.00	40.00	26,022.00
Materials Testing	19,820.00	40.00	7,928.00
Audit Service	7,200.00	0.00	0.00
Total Fee	92,075.00		33,950.00
		Previous Fee Billing	0.00
		Current Fee Billing	33,950.00
Total Fee			33,950.00
		Total this Phase	\$33,950.00
		Total this Invoice	\$33,950.00

Heather Para is an adjunct professor of history for American Military University. Previously she has worked as curator at a variety of museums around the country, to include the Totem Heritage Center in Ketchikan, Alaska, the Soldiers and Sailors Museum in Pittsburgh, Pennsylvania, and the Museum of Mobile in Mobile, Alabama. Ms. Para holds two masters degrees and a bachelor of arts, and is currently pursuing her PhD. Ms. Para's travels have taken her to sixteen countries, three continents, and all but one of the American states thus far.



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

December 1, 2015

VIA CERTIFIED AND REGULAR MAIL

Pittsburg County RWD #5
P.O. Box 102
McAlester, OK 74502

Re: Wholesale Water Contract – Annual Renewal

Dear Chairman:

We have enclosed two (2) copies of the Wholesale Water Purchase Contract with the City of McAlester. Instead of sending annual addendums, we have sent the complete contract. We have dated the contracts based on our fiscal year. Our fiscal year runs July 1 through June 30. We have not changed any of the terms of the previous agreement. The current rate change to \$3.49 per 1000 gallons is included in this contract. We have continually strived to keep rates low and over the past 2 years there have been no increase to your wholesale rate. The year prior to that was a decrease in your wholesale rate. The rate increase is due to the increasing costs of capital improvements at the Water Treatment Plant and infrastructure required to produce and deliver the water.

Please return one copy of the executed Contract and keep one copy for your files.

Please feel free to call my office at (918) 423-9300 Ext. 4933 if you have any questions or if I can be of further assistance.

Regards,

Peter Stasiak
City Manager
City of McAlester

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 1st day of January, 2016 by and between the City of McAlester, Oklahoma, hereinafter referred to as the “CITY”, and Rural Water District #5, Pittsburg County, Oklahoma, hereinafter referred to as “District”.

WITNESSETH:

WHEREAS, the District has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in the District, and to accomplish this purpose, the District will require a supply of treated water; and

WHEREAS, the City owns and operates a water distribution system contiguous to the District, which distribution system is currently capable of serving the present customers of the City system and the estimated number of water users to be served by the District; and

WHEREAS, the District has negotiated with the City for the purchase of water from said City.

1. THE CITY HEREBY AGREES:

A. Quality and Quantity

To furnish the District, during the term of this contract or any renewal or extension thereof, potable treated water in such quantity as may be required by the District.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the City system from such point or points as may be agreeable to the parties hereto.

It is understood that there may be some interruption in the delivery of water by the City to the District. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to the District, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of the District customers at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the District during the preceding month.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the District and to test such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and the District shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

II. THE DISTRICT AGREES:

A. Rates and Payment Rate

To pay the City not later than the 20th day of each month for water delivered at a rate of \$3.49 per 1,000 gallons used per month through June 30, 2016.

On July 1, 2016, and each July 1st thereafter, the above rates shall be adjusted after a review of the Consumer Price Index (CPI-U) for the preceding calendar year. The CPI-U is the consumer price index for all items for urban customers, U.S. City average, that is calculated by the U.S. Department of Labor Statistics on a monthly and annual basis.

II. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

A. Terms of Contract

This contract shall be in effect for one (1) year with a one-year renewal option at the agreement of both parties.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the District shall be reduced or diminished in the same ratio or proportion as the supply to the City customers is reduced or diminished.

In cases of voluntary or mandatory rationing of non-essential uses of water, when so notified by the City, the District shall be responsible for notifying its customers of the nature and extent of the rationing and/or restrictions.

C. Modification of Contract

It is mutually agreed that the provisions of this contract may be modified or altered by mutual agreement of the parties.

It is stipulated that the wholesale water rate stated herein is based on operation, maintenance, and administrative costs of production and the delivery of potable water and an estimated cost for required modification and/or upgrading of our water treatment facility. At such time as the scope of an additional Water Treatment Plant and ancillary equipment is determined to meet increased water consumption on the City of McAlester water system, rates may be adjusted by the City to reflect updated charges for capital to finance a portion of projected constructed costs. Further, upon completion of construction, rates will be adjusted to reflect actual construction costs.

D. Regulatory Agencies

That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and the City and the District will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

E. Assignment

This contract may be assigned by the District to the United States Government, or other financing agency, as a consideration for any loans to the District, made or insured, or to be made or insured, in financing the construction or extension of the water system of the District. Except as above stated, this contract shall not be sublet or assigned by either of the parties hereto without written consent of the other party.

F. Miscellaneous

That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions here of pertaining to the undertakings of the District are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to the District

That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____
Mayor

ATTEST:

DATE: _____

City Clerk

Pittsburg County, Oklahoma

By _____

ATTEST:

DATE: _____

Clerk

Approved as to form and legality this _____ day of _____ 2015.

By _____
City Attorney



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

December 1, 2015

VIA CERTIFIED AND REGULAR MAIL

Pittsburg County RWD #6
515 E Cherokee
McAlester, OK 74501

Re: Wholesale Water Contract – Annual Renewal

Dear Chairman:

We have enclosed two (2) copies of the Wholesale Water Purchase Contract with the City of McAlester. Instead of sending annual addendums, we are sending the complete contract. We have dated the contracts based on our fiscal year which runs from July 1 through June 30. We have not changed any of the terms of the previous agreement. The current rate changed to \$3.49 per 1000 gallons is included in this contract. We have continually strived to keep rates low and over the past 2 years there have been no increase to your wholesale rate. The year prior to that was a decrease in your wholesale rate. The rate increase is due to the increasing costs of capital improvements at the Water Treatment Plant and infrastructure required to produce and deliver the water.

Please return one copy of the executed Contract and keep one copy for your files.

Please feel free to call my office at (918) 423-9300 Ext. 4933 if you have any questions or if I can be of further assistance.

Regards,

Peter Stasiak
City Manager
City of McAlester

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 1st day of January, 2016 by and between the City of McAlester, Oklahoma, hereinafter referred to as the "CITY", and Rural Water District #6, Pittsburg County, Oklahoma, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, the District has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in the District, and to accomplish this purpose, the District will require a supply of treated water; and

WHEREAS, the City owns and operates a water distribution system contiguous to the District, which distribution system is currently capable of serving the present customers of the City system and the estimated number of water users to be served by the District; and

WHEREAS, the District has negotiated with the City for the purchase of water from said City.

1. THE CITY HEREBY AGREES:

A. Quality and Quantity

To furnish the District, during the term of this contract or any renewal or extension thereof, potable treated water in such quantity as may be required by the District.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the City system from such point or points as may be agreeable to the parties hereto.

It is understood that there may be some interruption in the delivery of water by the City to the District. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to the District, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of the District customers at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the District during the preceding month.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the District and to test such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and the District shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

II. THE DISTRICT AGREES:

A. Rates and Payment Rate

To pay the City not later than the 20th day of each month for water delivered at a rate of \$3.49 per 1,000 gallons used per month through June 30, 2016.

On July 1, 2016, and each July 1st thereafter, the above rates shall be adjusted after a review of the Consumer Price Index (CPI-U) for the preceding calendar year. The CPI-U is the consumer price index for all items for urban customers, U.S. City average, that is calculated by the U.S. Department of Labor Statistics on a monthly and annual basis.

II. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

A. Terms of Contract

This contract shall be in effect for one (1) year with a one-year renewal option at the agreement of both parties.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the District shall be reduced or diminished in the same ratio or proportion as the supply to the City customers is reduced or diminished.

In cases of voluntary or mandatory rationing of non-essential uses of water, when so notified by the City, the District shall be responsible for notifying its customers of the nature and extent of the rationing and/or restrictions.

C. Modification of Contract

It is mutually agreed that the provisions of this contract may be modified or altered by mutual agreement of the parties.

It is stipulated that the wholesale water rate stated herein is based on operation, maintenance, and administrative costs of production and the delivery of potable water and an estimated cost for required modification and/or upgrading of our water treatment facility. At such time as the scope of an additional Water Treatment Plant and ancillary equipment is determined to meet increased water consumption on the City of McAlester water system, rates may be adjusted by the City to reflect updated charges for capital to finance a portion of projected constructed costs. Further, upon completion of construction, rates will be adjusted to reflect actual construction costs.

D. Regulatory Agencies

That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and the City and the District will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

E. Assignment

This contract may be assigned by the District to the United States Government, or other financing agency, as a consideration for any loans to the District, made or insured, or to be made or insured, in financing the construction or extension of the water system of the District. Except as above stated, this contract shall not be sublet or assigned by either of the parties hereto without written consent of the other party.

F. Miscellaneous

That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the District are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to the District

That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____
Mayor

ATTEST:

DATE: _____

City Clerk

Pittsburg County, Oklahoma

By _____

ATTEST:

DATE: _____

Clerk

Approved as to form and legality this _____ day of _____ 2015.

By _____
City Attorney



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

December 1, 2015

VIA CERTIFIED AND REGULAR MAIL

Pittsburg County RWD #7
515 E. Cherokee
McAlester, OK 74501

Re: Wholesale Water Contract – Annual Renewal

Dear Chairman:

We have enclosed two (2) copies of the Wholesale Water Purchase Contract with the City of McAlester. Instead of sending annual addendums, we are sending the complete contract. We have dated the contracts based on our fiscal year which runs from July 1 through June 30. We have not changed any of the terms of the previous agreement. The current rate changed to \$3.49 per 1000 gallons is included in this contract. We have continually strived to keep rates low and over the past 2 years there have been no increase to your wholesale rate. The year prior to that was a decrease in your wholesale rate. The rate increase is due to the increasing costs of capital improvements at the Water Treatment Plant and infrastructure required to produce and deliver the water.

Please return one copy of the executed Contract and keep one copy for your files.

Please feel free to call my office at (918) 423-9300 Ext. 4933 if you have any questions or if I can be of further assistance.

Regards,

Peter Stasiak
City Manager
City of McAlester

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 1st day of January, 2016 by and between the City of McAlester, Oklahoma, hereinafter referred to as the “CITY”, and Rural Water District #7, Pittsburg County, Oklahoma, hereinafter referred to as “District”.

WITNESSETH:

WHEREAS, the District has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in the District, and to accomplish this purpose, the District will require a supply of treated water; and

WHEREAS, the City owns and operates a water distribution system contiguous to the District, which distribution system is currently capable of serving the present customers of the City system and the estimated number of water users to be served by the District; and

WHEREAS, the District has negotiated with the City for the purchase of water from said City.

1. THE CITY HEREBY AGREES:

A. Quality and Quantity

To furnish the District, during the term of this contract or any renewal or extension thereof, potable treated water in such quantity as may be required by the District.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the City system from such point or points as may be agreeable to the parties hereto.

It is understood that there may be some interruption in the delivery of water by the City to the District. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to the District, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of the District customers at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the District during the preceding month.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the District and to test such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and the District shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

II. THE DISTRICT AGREES:

A. Rates and Payment Rate

To pay the City not later than the 20th day of each month for water delivered at a rate of \$3.49 per 1,000 gallons used per month through June 30, 2016.

On July 1, 2016, and each July 1st thereafter, the above rates shall be adjusted after a review of the Consumer Price Index (CPI-U) for the preceding calendar year. The CPI-U is the consumer price index for all items for urban customers, U.S. City average, that is calculated by the U.S. Department of Labor Statistics on a monthly and annual basis.

II. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

A. Terms of Contract

This contract shall be in effect for one (1) year with a one-year renewal option at the agreement of both parties.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the District shall be reduced or diminished in the same ratio or proportion as the supply to the City customers is reduced or diminished.

In cases of voluntary or mandatory rationing of non-essential uses of water, when so notified by the City, the District shall be responsible for notifying its customers of the nature and extent of the rationing and/or restrictions.

C. Modification of Contract

It is mutually agreed that the provisions of this contract may be modified or altered by mutual agreement of the parties.

It is stipulated that the wholesale water rate stated herein is based on operation, maintenance, and administrative costs of production and the delivery of potable water and an estimated cost for required modification and/or upgrading of our water treatment facility. At such time as the scope of an additional Water Treatment Plant and ancillary equipment is determined to meet increased water consumption on the City of McAlester water system, rates may be adjusted by the City to reflect updated charges for capital to finance a portion of projected constructed costs. Further, upon completion of construction, rates will be adjusted to reflect actual construction costs.

D. Regulatory Agencies

That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and the City and the District will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

E. Assignment

This contract may be assigned by the District to the United States Government, or other financing agency, as a consideration for any loans to the District, made or insured, or to be made or insured, in financing the construction or extension of the water system of the District. Except as above stated, this contract shall not be sublet or assigned by either of the parties hereto without written consent of the other party.

F. Miscellaneous

That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the District are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to the District

That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____
Mayor

ATTEST:

DATE: _____

City Clerk

Pittsburg County, Oklahoma

By _____

ATTEST:

DATE: _____

Clerk

Approved as to form and legality this _____ day of _____ 2015.

By _____
City Attorney



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December 1, 2015

VIA CERTIFIED AND REGULAR MAIL

Pittsburg County RWD #9
515 E. Cherokee
McAlester, OK 74501

Re: Wholesale Water Contract – Annual Renewal

Dear Chairman:

We have enclosed two (2) copies of the Wholesale Water Purchase Contract with the City of McAlester. Instead of sending annual addendums, we are sending the complete contract. We have dated the contracts based on our fiscal year which runs from July 1 through June 30. We have not changed any of the terms of the previous agreement. The current rate changed to \$3.49 per 1000 gallons is included in this contract. We have continually strived to keep rates low and over the past 2 years there have been no increase to your wholesale rate. The year prior to that was a decrease in your wholesale rate. The rate increase is due to the increasing costs of capital improvements at the Water Treatment Plant and infrastructure required to produce and deliver the water.

Please return one copy of the executed Contract and keep one copy for your files.

Please feel free to call my office at (918) 423-9300 Ext. 4933 if you have any questions or if I can be of further assistance.

Regards,

Peter Stasiak
City Manager
City of McAlester

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 1st day of January, 2016 by and between the City of McAlester, Oklahoma, hereinafter referred to as the "CITY", and Rural Water District #9, Pittsburg County, Oklahoma, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, the District has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in the District, and to accomplish this purpose, the District will require a supply of treated water; and

WHEREAS, the City owns and operates a water distribution system contiguous to the District, which distribution system is currently capable of serving the present customers of the City system and the estimated number of water users to be served by the District; and

WHEREAS, the District has negotiated with the City for the purchase of water from said City.

1. THE CITY HEREBY AGREES:

A. Quality and Quantity

To furnish the District, during the term of this contract or any renewal or extension thereof, potable treated water in such quantity as may be required by the District.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the City system from such point or points as may be agreeable to the parties hereto.

It is understood that there may be some interruption in the delivery of water by the City to the District. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to the District, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of the District customers at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the District during the preceding month.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the District and to test such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and the District shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

II. THE DISTRICT AGREES:

A. Rates and Payment Rate

To pay the City not later than the 20th day of each month for water delivered at a rate of \$3.49 per 1,000 gallons used per month through June 30, 2016.

On July 1, 2016, and each July 1st thereafter, the above rates shall be adjusted after a review of the Consumer Price Index (CPI-U) for the preceding calendar year. The CPI-U is the consumer price index for all items for urban customers, U.S. City average, that is calculated by the U.S. Department of Labor Statistics on a monthly and annual basis.

II. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

A. Terms of Contract

This contract shall be in effect for one (1) year with a one-year renewal option at the agreement of both parties.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the District shall be reduced or diminished in the same ratio or proportion as the supply to the City customers is reduced or diminished.

In cases of voluntary or mandatory rationing of non-essential uses of water, when so notified by the City, the District shall be responsible for notifying its customers of the nature and extent of the rationing and/or restrictions.

C. Modification of Contract

It is mutually agreed that the provisions of this contract may be modified or altered by mutual agreement of the parties.

It is stipulated that the wholesale water rate stated herein is based on operation, maintenance, and administrative costs of production and the delivery of potable water and an estimated cost for required modification and/or upgrading of our water treatment facility. At such time as the scope of an additional Water Treatment Plant and ancillary equipment is determined to meet increased water consumption on the City of McAlester water system, rates may be adjusted by the City to reflect updated charges for capital to finance a portion of projected constructed costs. Further, upon completion of construction, rates will be adjusted to reflect actual construction costs.

D. Regulatory Agencies

That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and the City and the District will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

E. Assignment

This contract may be assigned by the District to the United States Government, or other financing agency, as a consideration for any loans to the District, made or insured, or to be made or insured, in financing the construction or extension of the water system of the District. Except as above stated, this contract shall not be sublet or assigned by either of the parties hereto without written consent of the other party.

F. Miscellaneous

That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the District are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to the District

That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____
Mayor

ATTEST:

DATE: _____

City Clerk

Pittsburg County, Oklahoma

By _____

ATTEST:

DATE: _____

Clerk

Approved as to form and legality this _____ day of _____ 2015.

By _____
City Attorney



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

December 1, 2015

VIA CERTIFIED AND REGULAR MAIL

Pittsburg County RWD #16
P.O. Box 307
McAlester, OK 74502

Re: Wholesale Water Contract – Annual Renewal

Dear Chairman:

We have enclosed two (2) copies of the Wholesale Water Purchase Contract with the City of McAlester. Instead of sending annual addendums, we are sending the complete contract. We have dated the contracts based on our fiscal year which runs from July 1 through June 30. We have not changed any of the terms of the previous agreement. The current rate changed to \$3.49 per 1000 gallons is included in this contract. We have continually strived to keep rates low and over the past 2 years there have been no increase to your wholesale rate. The year prior to that was a decrease in your wholesale rate. The rate increase is due to the increasing costs of capital improvements at the Water Treatment Plant and infrastructure required to produce and deliver the water.

Please return one copy of the executed Contract and keep one copy for your files.

Please feel free to call my office at (918) 423-9300 Ext. 4933 if you have any questions or if I can be of further assistance.

Regards,

Peter Stasiak
City Manager
City of McAlester

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 1st day of January, 2016 by and between the City of McAlester, Oklahoma, hereinafter referred to as the “CITY”, and Rural Water District #16, Pittsburg County, Oklahoma, hereinafter referred to as “District”.

WITNESSETH:

WHEREAS, the District has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in the District, and to accomplish this purpose, the District will require a supply of treated water; and

WHEREAS, the City owns and operates a water distribution system contiguous to the District, which distribution system is currently capable of serving the present customers of the City system and the estimated number of water users to be served by the District; and

WHEREAS, the District has negotiated with the City for the purchase of water from said City.

1. THE CITY HEREBY AGREES:

A. Quality and Quantity

To furnish the District, during the term of this contract or any renewal or extension thereof, potable treated water in such quantity as may be required by the District.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the City system from such point or points as may be agreeable to the parties hereto.

It is understood that there may be some interruption in the delivery of water by the City to the District. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to the District, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of the District customers at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the District during the preceding month.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the District and to test such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and the District shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

II. THE DISTRICT AGREES:

A. Rates and Payment Rate

To pay the City not later than the 20th day of each month for water delivered at a rate of \$3.49 per 1,000 gallons used per month through June 30, 2016.

On July 1, 2016, and each July 1st thereafter, the above rates shall be adjusted after a review of the Consumer Price Index (CPI-U) for the preceding calendar year. The CPI-U is the consumer price index for all items for urban customers, U.S. City average, that is calculated by the U.S. Department of Labor Statistics on a monthly and annual basis.

II. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

A. Terms of Contract

This contract shall be in effect for one (1) year with a one-year renewal option at the agreement of both parties.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the District shall be reduced or diminished in the same ratio or proportion as the supply to the City customers is reduced or diminished.

In cases of voluntary or mandatory rationing of non-essential uses of water, when so notified by the City, the District shall be responsible for notifying its customers of the nature and extent of the rationing and/or restrictions.

C. Modification of Contract

It is mutually agreed that the provisions of this contract may be modified or altered by mutual agreement of the parties.

It is stipulated that the wholesale water rate stated herein is based on operation, maintenance, and administrative costs of production and the delivery of potable water and an estimated cost for required modification and/or upgrading of our water treatment facility. At such time as the scope of an additional Water Treatment Plant and ancillary equipment is determined to meet increased water consumption on the City of McAlester water system, rates may be adjusted by the City to reflect updated charges for capital to finance a portion of projected constructed costs. Further, upon completion of construction, rates will be adjusted to reflect actual construction costs.

D. Regulatory Agencies

That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and the City and the District will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

E. Assignment

This contract may be assigned by the District to the United States Government, or other financing agency, as a consideration for any loans to the District, made or insured, or to be made or insured, in financing the construction or extension of the water system of the District. Except as above stated, this contract shall not be sublet or assigned by either of the parties hereto without written consent of the other party.

F. Miscellaneous

That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the District are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to the District

That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____
Mayor

ATTEST:

DATE: _____

City Clerk

Pittsburg County, Oklahoma

By _____

ATTEST:

DATE: _____

Clerk

Approved as to form and legality this _____ day of _____ 2015.

By _____
City Attorney



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

December 1, 2015

VIA CERTIFIED AND REGULAR MAIL

OSP
PO Box 97
McAlester, OK 74502

Re: Wholesale Water Contract – Annual Renewal

Dear Chairman:

We have enclosed two (2) copies of the Wholesale Water Purchase Contract with the City of McAlester. Instead of sending annual addendums, we are sending the complete contract. We have dated the contracts based on our fiscal year which runs from July 1 through June 30. We have not changed any of the terms of the previous agreement. The current rate changed to \$3.49 per 1000 gallons is included in this contract. We have continually strived to keep rates low and over the past 2 years there have been no increase to your wholesale rate. The year prior to that was a decrease in your wholesale rate. The rate increase is due to the increasing costs of capital improvements at the Water Treatment Plant and infrastructure required to produce and deliver the water.

Please return one copy of the executed Contract and keep one copy for your files.

Please feel free to call my office at (918) 423-9300 Ext. 4933 if you have any questions or if I can be of further assistance.

Regards,

Peter Stasiak
City Manager
City of McAlester

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 1st day of January, 2016 by and between the City of McAlester, Oklahoma, hereinafter referred to as the “CITY”, and Oklahoma State Penitentiary, Pittsburg County, Oklahoma, hereinafter referred to as “District”.

WITNESSETH:

WHEREAS, the District has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in the District, and to accomplish this purpose, the District will require a supply of treated water; and

WHEREAS, the City owns and operates a water distribution system contiguous to the District, which distribution system is currently capable of serving the present customers of the City system and the estimated number of water users to be served by the District; and

WHEREAS, the District has negotiated with the City for the purchase of water from said City.

1. THE CITY HEREBY AGREES:

A. Quality and Quantity

To furnish the District, during the term of this contract or any renewal or extension thereof, potable treated water in such quantity as may be required by the District.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the City system from such point or points as may be agreeable to the parties hereto.

It is understood that there may be some interruption in the delivery of water by the City to the District. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to the District, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of the District customers at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the District during the preceding month.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the District and to test such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and the District shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

II. THE DISTRICT AGREES:

A. Rates and Payment Rate

To pay the City not later than the 20th day of each month for water delivered at a rate of \$3.49 per 1,000 gallons used per month through June 30, 2016.

On July 1, 2016, and each July 1st thereafter, the above rates shall be adjusted after a review of the Consumer Price Index (CPI-U) for the preceding calendar year. The CPI-U is the consumer price index for all items for urban customers, U.S. City average, that is calculated by the U.S. Department of Labor Statistics on a monthly and annual basis.

II. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

A. Terms of Contract

This contract shall be in effect for one (1) year with a one-year renewal option at the agreement of both parties.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the District shall be reduced or diminished in the same ratio or proportion as the supply to the City customers is reduced or diminished.

In cases of voluntary or mandatory rationing of non-essential uses of water, when so notified by the City, the District shall be responsible for notifying its customers of the nature and extent of the rationing and/or restrictions.

C. Modification of Contract

It is mutually agreed that the provisions of this contract may be modified or altered by mutual agreement of the parties.

It is stipulated that the wholesale water rate stated herein is based on operation, maintenance, and administrative costs of production and the delivery of potable water and an estimated cost for required modification and/or upgrading of our water treatment facility. At such time as the scope of an additional Water Treatment Plant and ancillary equipment is determined to meet increased water consumption on the City of McAlester water system, rates may be adjusted by the City to reflect updated charges for capital to finance a portion of projected constructed costs. Further, upon completion of construction, rates will be adjusted to reflect actual construction costs.

D. Regulatory Agencies

That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and the City and the District will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

E. Assignment

This contract may be assigned by the District to the United States Government, or other financing agency, as a consideration for any loans to the District, made or insured, or to be made or insured, in financing the construction or extension of the water system of the District. Except as above stated, this contract shall not be sublet or assigned by either of the parties hereto without written consent of the other party.

F. Miscellaneous

That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the District are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to the District

That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____
Mayor

ATTEST: DATE: _____

City Clerk

Pittsburg County, Oklahoma

By _____

ATTEST: DATE: _____

Clerk

Approved as to form and legality this _____ day of _____ 2015.

By _____
City Attorney



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

December 1, 2015

VIA CERTIFIED AND REGULAR MAIL

Pliant Corporation DBA Berry Plastics
349 Taylor Industrial Park Rd
McAlester, OK 74501

Re: Wholesale Water Contract – Annual Renewal

Dear Chairman:

We have enclosed two (2) copies of the Wholesale Water Purchase Contract with the City of McAlester. Instead of sending annual addendums, we are sending the complete contract. We have dated the contracts based on our fiscal year which runs from July 1 through June 30. We have not changed any of the terms of the previous agreement. The current rate changed to \$3.49 per 1000 gallons is included in this contract. We have continually strived to keep rates low and over the past 2 years there have been no increase to your wholesale rate. The year prior to that was a decrease in your wholesale rate. The rate increase is due to the increasing costs of capital improvements at the Water Treatment Plant and infrastructure required to produce and deliver the water.

Please return one copy of the executed Contract and keep one copy for your files.

Please feel free to call my office at (918) 423-9300 Ext. 4933 if you have any questions or if I can be of further assistance.

Regards,

Peter Stasiak
City Manager
City of McAlester

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 1st day of January, 2016 by and between the City of McAlester, Oklahoma, hereinafter referred to as the “CITY”, and Pliant Corporation dba Berry Plastics, Pittsburg County, Oklahoma, hereinafter referred to as “District”.

WITNESSETH:

WHEREAS, the District has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in the District, and to accomplish this purpose, the District will require a supply of treated water; and

WHEREAS, the City owns and operates a water distribution system contiguous to the District, which distribution system is currently capable of serving the present customers of the City system and the estimated number of water users to be served by the District; and

WHEREAS, the District has negotiated with the City for the purchase of water from said City.

1. THE CITY HEREBY AGREES:

A. Quality and Quantity

To furnish the District, during the term of this contract or any renewal or extension thereof, potable treated water in such quantity as may be required by the District.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the City system from such point or points as may be agreeable to the parties hereto.

It is understood that there may be some interruption in the delivery of water by the City to the District. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to the District, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of the District customers at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the District during the preceding month.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the District and to test such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and the District shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

II. THE DISTRICT AGREES:

A. Rates and Payment Rate

To pay the City not later than the 20th day of each month for water delivered at a rate of \$3.49 per 1,000 gallons used per month through June 30, 2016.

On July 1, 2016, and each July 1st thereafter, the above rates shall be adjusted after a review of the Consumer Price Index (CPI-U) for the preceding calendar year. The CPI-U is the consumer price index for all items for urban customers, U.S. City average, that is calculated by the U.S. Department of Labor Statistics on a monthly and annual basis.

II. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

A. Terms of Contract

This contract shall be in effect for one (1) year with a one-year renewal option at the agreement of both parties.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the District shall be reduced or diminished in the same ratio or proportion as the supply to the City customers is reduced or diminished.

In cases of voluntary or mandatory rationing of non-essential uses of water, when so notified by the City, the District shall be responsible for notifying its customers of the nature and extent of the rationing and/or restrictions.

C. Modification of Contract

It is mutually agreed that the provisions of this contract may be modified or altered by mutual agreement of the parties.

It is stipulated that the wholesale water rate stated herein is based on operation, maintenance, and administrative costs of production and the delivery of potable water and an estimated cost for required modification and/or upgrading of our water treatment facility. At such time as the scope of an additional Water Treatment Plant and ancillary equipment is determined to meet increased water consumption on the City of McAlester water system, rates may be adjusted by the City to reflect updated charges for capital to finance a portion of projected constructed costs. Further, upon completion of construction, rates will be adjusted to reflect actual construction costs.

D. Regulatory Agencies

That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and the City and the District will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

E. Assignment

This contract may be assigned by the District to the United States Government, or other financing agency, as a consideration for any loans to the District, made or insured, or to be made or insured, in financing the construction or extension of the water system of the District. Except as above stated, this contract shall not be sublet or assigned by either of the parties hereto without written consent of the other party.

F. Miscellaneous

That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions here of pertaining to the undertakings of the District are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to the District

That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____
Mayor

ATTEST:

DATE: _____

City Clerk

Pittsburg County, Oklahoma

By _____

ATTEST:

DATE: _____

Clerk

Approved as to form and legality this _____ day of _____ 2015.

By _____
City Attorney

DISASTER EMERGENCY PROCLAMATION

WHEREAS, on Friday, November 27, 2015, flash flooding having occurred in McAlester, Oklahoma, causing 0 known fatalities and 0 injuries, with considerable damage to public and private properties; and

WHEREAS, immediate attention is required to protect public health, reduce further damage, insure public safety and render emergency relief; and

WHEREAS, I (We) Steve Harrison, Mayor/County Commission of McAlester, Oklahoma, do find that the aforementioned conditions constitute a threat to the safety and welfare of the city (county), and create an emergency disaster situation within the meaning of Section 683.3, Oklahoma Emergency Management Act of 2003, as amended;

NOW, THEREFORE, I (We), Steve Harrison, Mayor/County Commission, acting under the power vested in me under the City of McAlester do hereby declare McAlester to be a disaster area, entitled to aid, relief and assistance and do hereby direct the implementation of the City/County Emergency Operations Plan.

IN WITNESS WHEREOF, I have hereunto set my hand and seal to this instrument on this _____ day of _____ in the year of our Lord, two thousand _____, at _____, Oklahoma.

THIS PROCLAMATION SHALL EXPIRE AFTER SEVEN (7) DAYS, UNLESS OTHERWISE EXTENDED BY ME (US).

Mayor/County Commission

City/County Clerk



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>December 8, 2015</u>	Item Number:	<u>1</u>
Department:	<u>Finance</u>	Account Code:	<u></u>
Prepared By:	<u>Toni Ervin</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>December 1, 2015</u>	Exhibits:	<u>1</u>

Subject

Consider and act upon, an Ordinance amending Ordinance No. 2538 which established the budget for fiscal year 2015-16; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

Recommendation

Motion to approve the budget amendment ordinance.

Discussion

The budget amendment ordinance is necessary to cover proposed revenue and/or expenditures not included in the budget for this fiscal year.

See attached.

Approved By

Department Head
City Manager

P. Stasiak

Initial

Date

ORDINANCE NO. ____

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

WHEREAS, the City Council heretofore adopted Ordinance No. 2538 setting forth the Budget for Fiscal Year 2015-2016 beginning July 1, 2015 and ending June 30, 2016; and

WHEREAS, the City Departments and Divisions routinely review their budget appropriations to determine if any changes are necessary; and

WHEREAS, based upon said review the City staff now recommends that certain amendments to the Budget be considered by the City Council; and

WHEREAS, the City Council has the authority to make amendments to the City Budget under Article 5, Section 5.07 (b) of the new City Charter as well as State law; and

WHEREAS, the City Council has determined that the proposed amendment to the FY 2015-2016 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF McALESTER,
OKLAHOMA:**

SECTION 1: The proposed amendment to the FY 2015-2016 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1 through A-2, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2015-2016 Budget.

SECTION 2: All portions of the existing FY 2015-2016 Budget, Ordinance No. 2538 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

SECTION 3: That all other ordinances in conflict herewith are hereby repealed to the extent of any such conflict or inconsistency and all other ordinances not in conflict herewith shall remain in full force and effect.

SECTION 4: Should any paragraph, sentence, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.

SECTION 5: That an emergency is hereby declared to exist, and for the provision of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.

PASSED and the EMERGENCY CLAUSE ruled on separately this _____ day of _____, 2015.

**CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation**

By _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____, 2015.

William J. Ervin, City Attorney

Estimated Revenue or Fund Balance						
Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
41	40721		Transfer from MPWA	-	95,000	95,000
						-
			Total		95,000	-

[illegible]

*** Does not include appropriated fund balance.

Appropriate funds for flooding damage to Sandy Creek Canal.

City Clerk

Estimated Revenue or Fund Balance						
Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
02	40999		Fund Balance	363,928	95,000	458,928
						-
			Total		95,000	-

[illegible]

Original Budget - Revenues ***	\$ 9,201,329
Amendments	-
Current Budget - Revenues	\$ 9,201,329
Original Budget - Expenditures	\$ 9,201,329
Amendments	95,000
Current Budget - Expenditures	\$ 9,296,329

Approved by the City Council this
December 8, 2015

Appropriate funds for flooding damage to Sandy Creek Canal.

Mayor

Posted By _____ Date _____ BA# _____ Pkt.# _____

A1116-023

FY 15-16 Budget Amendments listed by Fund

					Revenue	Expense
001	8/25/15	01	General Fund	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures rel	-	135,500
014	9/8/15	01	General Fund	Appropriate funds for Airport Drainage Project to Rehab Taxiway	-	29,208
016	11/24/15	01	General Fund	Appropriate Funds for Worker's Compensation Allocation and EMS Contract with Dr.	-	64,000
002	8/25/15	02	MPWA	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures rel	-	10,480
017	11/24/15	02	MPWA	Appropriate Funds for Worker's Compensation Allocation.	-	-
023	12/8/15	02	MPWA	Appropriate Funds for flood damage done to Sandy Creek Canal.	-	95,000
010	8/25/15	16	State Forfeiture	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures rel	37,375	37,375
003	8/25/15	24	Airport Grant	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures rel	668,528	668,528
013	9/8/15	24	Airport Grant	Appropriate funds for Airport Drainage Project to Rehab Taxiway	283,165	283,165
019	11/24/15	26	Education Fund	Appropriate funds for the Memorandum of Understanding for the Driveway behind Will Roger	-	129,814
004	8/25/15	27	Tourism	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures rel	-	8,940
021	11/24/15	27	Tourism	Appropriate funds for the transfer for Repairs & Maintenance, Liability Ins., WC, and new sign	-	68,931
020	11/24/15	28	South East Expo	Appropriate funds for Repairs & Maintenance, Liability Ins., WC, and new sign	68,931	68,931
005	8/25/15	29	E911	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures rel	-	125,065
018	11/24/15	29	E911	Appropriate funds for electrical upgrade for E911 generator	-	11,000
006	8/25/15	30	Economic Development	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures rel	-	681,171
022	11/24/15	30	Economic Development	Appropriate funds for the 2016 OSMPC Grant for Defense Development	193,257	193,257
007	8/25/15	32	Grants, Gifts, & Contribu	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures rel	-	145,870
008	8/25/15	33	CDBG Grants	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures rel	-	438,238
009	8/25/15	41	Capital Fund	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures rel	-	1,561,237
012	9/8/15	41	Capital Fund	Appropriate Funds for flood damage done to Sandy Creek Canal.	-	87,000
015	10/13/15	41	Capital Fund	Appropriate Funds for 20 Inch Water Line Relocate	-	48,820
024	12/8/15	41	Capital Fund	Appropriate Funds for flood damage done to Sandy Creek Canal.	95,000	95,000
011	8/25/15	44	Technology Fund	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures rel	-	21,236
					1,346,256	5,007,766



McAlester City Council

AGENDA REPORT

Meeting Date:	December 8, 2015	Item Number:	2
Department:	Community & Economic Development	Account Code:	
Prepared By:	Leroy Alsup, Director & Jayme Clifton, Planning Tech.	Budgeted Amount:	
Date Prepared:	December 1, 2015	Exhibits:	(8) Eight

Subject

Consider and act upon, an Ordinance amending the general zoning ordinance and accompanying map thereto known as General Zoning Ordinance No. 1843 (1989), by changing the classification of the zoning district for Lot 4, in Block 340, South McAlester, Pittsburg County, State of Oklahoma from R-1B Single-Family Residential District to C-4 Restricted Commercial District.

Recommendation

Motion to act upon and approve the above Ordinance changing the classification of the zoning district for the property identified in the Ordinance from R-1B Single-Family Residential District to C-4 Restricted Commercial District and authorizing the Mayor to sign the ordinance.

Discussion

The applicant is requesting a zoning change for the subject property from R-1B Single-Family Residential District to C-4 Restricted Commercial District. The McAlester Planning and Zoning Commission met on November 17, 2015 and voted (8 Yes to 0 No) to recommend that the applicant's rezoning request be approved as presented.

The property north and to the west of Lot 4, Block 304 is already zoned C-4 Restricted Commercial District and has been developed commercially. Property to the southwest is zoned C-3 General Commercial District. The property is along Strong Boulevard, which is a major artery. The property to the west of Lot 4, Block 304 is zoned R-1B Single-Family Residential District and remains residential in character. The property at 1101 E Choctaw Avenue (Lot 4, Block 304) meets all of the technical requirements to be rezoned from R-1B Single-Family Residential District to C-4 Restricted Commercial District.

The following documents are attached for your reference:

1. Draft Minutes of the November 17, 2015 Planning Commission Meeting
2. Draft Ordinance
3. Planning and Zoning Staff Report
4. Rezoning Request Application and Abstractor's Certificate
5. Area Zoning & Site Location Map
6. Notice to Property Owners within 300 feet
7. Proof of Publication of Notice in Newspaper
8. Picture of Sign Posted on Property

Approved By

		Initial	Date
Department Head	L. Alsup	LA	12/01/2015
City Manager	P. Stasiak		

McAlester Planning Commission Minutes
Tuesday, November 17, 2015 Meeting
City Council Chambers
6:30 PM

DRAFT

Item 1 Call to Order and Roll Call

Chairman Mark Emmons called the meeting to order at 6:32 P.M. Roll was called, and a quorum was present.

Commissioners Present: 8

Harvey Bollinger	Mark Emmons	Justin Few	Carl Gullick
Susan Kanard	Denis Lewis	Primus Moore	Karen Stobaugh

Commissioners Absent: 3

Ross Eaton	Karl Scifres	Chris Taylor
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Item 2 Approval of Minutes

A motion made by Commissioner Gullick was seconded by Commissioner Stobaugh to approve the October 20, 2015 Regular Meeting Minutes. The vote was taken.

The vote was 8-0

AYE: Stobaugh, Bollinger, Few, Gullick, Kanard, Lewis, Moore, Emmons

NAY: None

The motion carried.

GENERAL BUSINESS:

Item 3 Public Hearing: Discussion and action on P.C. #406, a request to rezone Lot 4, in Block 340, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma from R-1B Single-family Residential District to C-4 Restricted Commercial District.

Chairman Emmons opened the item for discussion at 6:34 P.M.

Jayne Clifton, Planning Technician of the Community and Economic Development Department, presented the staff report to the Commission and it is hereby incorporated in the minutes by reference. Staff reported that the property north and to the west of Lot 4, Block 304 is already zoned C-4 Restricted Commercial District and has been developed commercially. Property to the southwest is zoned C-3 General Commercial District. The property is along Strong Boulevard, which is a major artery. The property to the west of Lot 4, Block 304 is zoned R-1B Single-Family Residential District and remains residential in character.

City Staff determined the property at 1101 E Choctaw Avenue (Lot 4, Block 304) meets all of the technical requirements to be rezoned from R-1B Single-Family Residential District to C-4 Restricted Commercial District.

Staff also noted that if the property at 1101 E Choctaw Avenue is rezoned from R-1B Single-Family Residential District to C-4 Restricted Commercial District,

the existing residential structure on the property would become a nonconforming structure and use pursuant to Subdivision III of the City's Zoning Ordinance.

Karen Factory, the applicant, spoke on plans to sell the property as commercial for continued development in the area of Strong Boulevard and Choctaw Avenue. She noted the vacant lot east of her property was owned by the City, and suggested both lots combined would allow adequate space for commercial development. Leroy Alsup, Director of Community and Economic Development, explained conditions in the Code of Ordinances when residential properties are rezoned commercial and uses are changed, noting the provisions of nonconforming structures and uses. Factory inquired on uses permitted, future development of the City owned vacant lot and development along Strong Boulevard and Choctaw Avenue. Mr. Alsup indicated the uses listed in the C-4 Restricted Commercial District. Chairman Emmons suggested likelihood of development along Strong Boulevard rather than Choctaw Avenue. Mrs. Factory expressed her beliefs the location was in line with development in the area and requested the commission to rezone the property and that she understood the rezoning action would make the current residence on the property a nonconforming use.

Chairman Emmons asked if anyone else for or against the application wished to speak. No one came forward. Chairman Emmons closed the public hearing on the matter at 6:46 PM and called for a motion. Commissioner Moore motioned to approve the applicants' request to rezone the property from R-1B Single-Family Residential District to C-4 Restricted Commercial District, and was seconded by Commissioner Gullick. Chairman Emmons asked for discussion by the Commission. There were no other comments. The vote was taken.

The vote was 8-0

AYE: Bollinger, Few, Gullick, Kanard, Lewis, Moore, Stobaugh, Emmons

NAY: None.

The motion carried.

Item 4

Continued discussion of an Ordinance to amend the McAlester City Code, Chapter 22 Businesses to add Article VII. Mobile Vendors (Food Trucks).

Chairman Emmons opened the item for discussion at 6:48 P.M. Leroy Alsup recounted details of the agenda item. Mr. Alsup stated an interim period of operating had occurred during ongoing research of a new ordinance and the individuals promoting the development of a mobile food vendor ordinance had returned for additional discussion with their feedback received from downtown and old town merchants.

Josh and Michelle Mabry, announced they were accompanied by supporters and provided written email responses from ten businesses and/or individuals who generally supported their mobile food vendor business. Mrs. Mabry requested an ordinance that allowed mobile food vendors at churches, schools and parks in residentially zoned areas. Rachel Summer expressed her support to the Commission and described her perceived opportunities food vendors offered to attract additional

patrons in downtown areas. John Titsworth, stated his support of a mobile vendor ordinance that provided opportunity to mobile food vendors with measures that also protect the community. Adam Gronwald communicated his support for an ordinance and requested that it provide a middle ground between mobile food vendors and downtown merchants so that young business owners with similar pursuits could return to or come to McAlester.

Commissioner Stobaugh expressed support and suggested finding areas that nurtured the mobile food vendor concept. Commissioner Few advised careful attention of requirements on private property owners to give expressed permission for use of public property. Commissioners Bollinger and Gullick supported development of the ordinance but also voiced concerns of the negative impacts on invested downtown and old town business property owners. Commissioner Few welcomed proposed ordinance language for review by the commission. Mr. Alsup agreed and noted he would try to have a draft ready for the Planning Commission Meeting in January. Chairman Emmons closed the item for discussion at 7:48 P.M.

Item 5 New Business

There was no New Business.

Item 6 Staff Report

There was no Staff Report.

Item 7 Commission Report

There was no Commission Report.

Item 8 Adjournment

A motion made by Commissioner Kanard was seconded by Commissioner Stobaugh to adjourn the meeting at 7:49 PM. There was no objection. The motion carried.

The vote was 6-0

AYE: Gullick, Kanard, Lewis, Moore, Stobaugh, Bollinger, Emmons

NAY: None

The motion carried.

Approved:

Planning Commission Chairman

Date

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATION OF THE ZONING DISTRICT FOR LOT 4, IN BLOCK 340, SOUTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT TO C-4 RESTRICTED COMMERCIAL DISTRICT.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, that:

SECTION 1. GENERAL ORDINANCE NO. 1843, of the year 1989, and accompanying map thereto, as amended, is hereby further amended insofar as the same relates to certain parcels of land described as follows:

Changing the classification of the zoning district for Lot 4, in Block 340, South McAlester, Pittsburg County, State of Oklahoma from R-1B Single-Family Residential District to C-4 Restricted Commercial District.

SECTION 2. PUBLICATION AND EFFECTIVE DATE

The zoning change adopted by this ordinance shall be published within 15 days of approval in a newspaper of general circulation in McAlester, Oklahoma and the change shall become effective 30 days after approval by the City Council as required by Oklahoma General Statutes.

APPROVED this _____ day of _____ 2015.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

ATTEST:

By _____
Steve Harrison, Mayor

Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____, 2015.

By _____
William J. Ervin, City Attorney



City of McAlester

Community & Economic Development

1st & Washington • P.O. Box 578 • McAlester, OK 74502 • (918) 423-9300

PLANNING COMMISSION STAFF REPORT- PC Case #406 November 17, 2015

To: McAlester Planning Commission
From: Leroy D. Alsup, Community and Economic Development Director *LA*
Date: November 12, 2015

Case: PC #406 **Request to Rezone**

Applicant: Karen Factory
Zoning District: R1-B Single-family Residential District
Location: 1101 E Choctaw Avenue
Legal Description: Lot 4, in Block 340, South McAlester, Pittsburg County, State of Oklahoma.

General Description:

Applicant is requesting change in zoning from R-1B Single-Family Residential District to C-4 Restricted Commercial District

General Notifications:

Posting of Sign on Property	October 30, 2015
Publication in McAlester News Capital	November 1, 2015

Notification to Property Owners within 300 Feet:

Property Owners within 300 feet	17 (<i>Mailed on October 30, 2015</i>)
Notification receipts received	11
Notification Returned Unclaimed	2
Notifications Still Out	4

Attachments:

Application
Abstractor's Certificate
Site Location Map
Area of Request Map with Area Zoning Shown

Leroy Alsup- Director
(918) 423-9300 ext 4951

Kirk Ridenour- Economic Development Manager
(918) 423-9300 ext 4982

Jayme Clifton- Executive Asst./Planning Tech
(918) 423-9300 ext. 4984

James Schulz- Code Enforcement Inspector
(918) 423-9300 ext. 4986

George Estrada- Building Inspector
(918) 423-9300 ext. 4985

Jim Roberts – Plumbing & Electrical Inspector
(918) 423-9300 ext 4987

Notice to Property Owners within 300 feet
Proof of Publication of Notice in Newspaper
Picture of Sign Posted on Property

Background Information:

Sec. 62-197. R-1B single-family residential district.

- (a) *General description.* The R-1B single-family residential district is established as a district in which the use of land is for single-family dwellings, yet providing for a somewhat higher density with basic restrictions similar to the R-1A single family residential district. The development and continued use of this land for residential dwellings is encouraged and the encroachment of commercial and industrial use or any other use which would substantially interfere with the development of or continuation of this district as residential is prohibited. Any use which would generate traffic or create congestion on neighborhood streets other than normal traffic which serves the residences on the street is discouraged. Encouraged are those uses, which, because of character or size would not create additional requirements and costs for public services, which are in excess of such requirements and costs if the district were developed solely for residential dwellings.

Sec. 62-204. C-4 restricted commercial district.

- (a) *General description.* This commercial district is established for a high grade restricted commercial district removed from the central business district, along a thoroughfare, provided with adequate open space and parking.
- (d) *Area regulations.* The following requirements shall apply to all uses permitted. All lots shall comply with the specific lot definition and yard definition found in section 62-107.
- (1) *Minimum lot area and use intensity:*
- The minimum lot area for this district shall be no less than 12,000 square feet.
 - The minimum lot area for rezoning to a C-4 (restricted commercial district) shall not be less than 50,000 square feet.

Staff Analysis:

C-4 restricted commercial district		Lot 4, Block 340
Minimum lot area for the district	12,000 sq. ft.	18,000 sq. ft.
Minimum lot area for rezoning to C-4	50,000 sq. ft.	¹ See footnote below

¹*Past Practice has been that if the lot to be rezoned is contiguous or adjacent to other lots already zoned C-4, the cumulative sq. ft. of the lot under consideration for rezoning plus the contiguous lots is used to satisfy this minimum standard*

The property north and to the west of Lot 4, Block 304 is already zoned C-4 Restricted Commercial District and has been developed commercially. Property to the southwest is zoned C-3 General Commercial District. The property is along Strong Boulevard, which is a major artery. The property to the west of Lot 4, Block 304 is zoned R-1B Single-Family Residential District and remains residential in character.

It should be noted that if the property at 1101 E Choctaw Avenue is rezoned from R-1B Single-Family Residential District to C-4 Restricted Commercial District, the existing residential structure on the property would become a nonconforming structure and use pursuant to Subdivision III of the City's Zoning Ordinance.

Staff Recommendation:

The property at 1101 E Choctaw Avenue (Lot 4, Block 304) meets all of the technical requirements to be rezoned from R-1B Single-Family Residential District to C-4 Restricted Commercial District.

Appeal Language if Rezoning Request Not Approved by Planning Commission

Sec. 62-129 (g) If the planning commission fails to set up a petition for amendment for public hearing within 30 days after its proper filing with the planning commission at a regular scheduled meeting; or if after public hearing, the planning commission fails to recommend that this article be amended in accordance with such petition for amendment, such failure shall be deemed the final determination and decision of the planning commission. The final determination of the planning commission may be appealed to the city council provided a written request for a hearing before the city council is served on the chairman of the planning commission within 15 days after the final determination of the planning commission.

FOR OFFICE USE ONLY	
<p>- CITY OF McALESTER, OKLAHOMA -</p> <p>APPLICATION FOR ZONING, REDISTRICTING AND PERMISSIVE USE</p>	
DATE <u>10/21/15</u>	APPLICATION NUMBER <u>Pc 406</u>
A filing fee of <u>\$0 105.00</u> has been paid. <u>Je</u>	

PROCEDURE

1. I, (we), the undersigned, being owners of the following described property, do hereby respectfully make application to the McAlester Planning Commission and the City Council to rezone the property as described below:

LEGAL DESCRIPTION:

Lot 4 Block 340 South McAlester, Oklahoma

LOCATION OR ADDRESS OF PROPERTY: 1101 East Choctaw McAlester Oklahoma
7450

THE PROPERTY REQUESTED TO BE REZONED IS OWNED BY:

NAME

ADDRESS

A. Karen Renee Factory

B. _____

C. _____

D. _____

2. IT IS REQUESTED THAT THE DESCRIBED PROPERTY BE REZONED:

FROM: R1B TO: C4

FRONTAGE IN FEET:

DEPTH IN FEET:

TOTAL SQUARE FEET:

126

150

18000

(Commercial rezoning request requires a minimum of 50,000 square feet.)

3. The applicant must attach the names and addresses of the owners of record within 300 feet of the exterior boundaries of the property obtained from an abstractor or other qualified persons.

Signature of Applicant(s)

Address (include zip code)

Telephone #

Karen Renee Jactary 3201 San Patricio Drive Plano, Tx 75025 469-8538650

4. The following information is required for permit on review, otherwise this additional information is requested but not required.

PROPOSED USE TO BE: Sale for Commercial Business

ATTACH A PLOT PLAN FOR ALL BUILDINGS PROPOSED TO BE CONSTRUCTED.

	Existing Structures	Proposed Structures
a. Front Yard Set-Back	_____ ft.	_____ ft.
b. Side Yard Set-Back	_____ ft.	_____ ft.
c. Rear Yard Set-Back	_____ ft.	_____ ft.
d. Building Height	_____ ft.	_____ ft.
e. Number Off-Street Parking Spaces	_____	
f. Type of Parking Surface	_____	
g. Percent of Lot area Covered	_____	

5. PUBLIC UTILITIES WHICH SERVE THE PROPERTY ARE:
(Approval of City Engineer)

a. Street Name _____	Easement Width _____
Surface Width _____	Surface Type _____
b. Storm Sewer Size _____	c. Sanitary Sewer Size _____
d. Water Main Size _____	e. Septic System _____

PIONEER ABSTRACT COMPANY

**Of McAlester, Inc.
101 E. Carl Albert Pkwy.
McAlester, Oklahoma 74501
918-423-0817**

CERTIFICATE

**Lot 4, in Block 340, City of McAlester, formerly South McAlester,
Pittsburg County, State of Oklahoma.**

I, Jami Hatridge, of PIONEER ABSTRACT COMPANY of McAlester, Inc., Bonded and Licensed Abstractor, hereby certifies that the attached list constitutes all the names of all owners of record as shown by the current year's tax rolls in the Office of the County Treasurer of Pittsburg County and State of Oklahoma, of property abutting and within three hundred feet in any direction from the legal description shown above. All persons required to be notified by 11 O. S. Section 659.3 (1975) and all mailing addresses obtainable are indicated as required.

ABSTRACTOR'S NOTE: We have checked the records pertaining to the above described real estate and have recorded our findings as requested. We have exercised due care in preparing this report; however, we assume no liability on our abstractor's bond for the correctness of information furnished or interpretation of any instrument filed of record.

Dated this 9th day of October, 2015.



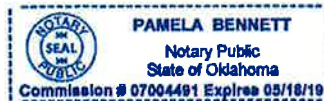
**JAMI HATRIDGE, Bonded Abstractor
PIONEER ABSTRACT COMPANY
Of McAlester, Inc.**

Subscribed and sworn to before me this 9th day of October, 2015.

My commission expires:


Notary Public

Order #7028-15 sc



RECORD OWNER**LEGAL DESCRIPTION OF PROPERTY**

First National Bank & Trust Co.
P.O. Box 948
McAlester, Oklahoma 74502

Lot 3 and the Westerly 20.1 feet of Lot 4, in Block 327, South McAlester.

First National Bank & Trust Co.
P.O. Box 948
McAlester, Oklahoma 74502

Easterly 100 feet of Lot 4 and All of Lot 5, in Block 327, South McAlester, and the Westerly 40 feet of 12th Street lying adjacent thereto.

Auto Zone Inc. #519
Department 8088
P.O. Box 2198
Memphis, Tennessee 38101

Lot 1, in Block 340, and all of 12th Street lying adjacent thereto; and the Westerly 3 feet of Lot 4, in Block 339, South McAlester.

Advance Stores Co. Inc.
5008 Airport Road
Roanoke, Virginia 24012

Lots 2 and 3, in Block 340, South McAlester.

Karen Factory
3201 San Patricio Drive
Plano, Texas 75025

Lot 4, in Block 340, South McAlester.

Shirley Collins McIntosh
Cynthia Ann McQuarn
1109 East Choctaw
McAlester, Oklahoma 74501

Easterly 60 feet of Lot 5, in Block 340, South McAlester.

City of McAlester
28 East Washington
McAlester, Oklahoma 74501

Westerly 60 feet of Lot 5, in Block 340, South McAlester.

Damon Mascoto
345 East Van Buren
McAlester, Oklahoma 74501

Easterly 50 feet of Lot 6, in Block 340, South McAlester, and the Southerly 10 feet of the alley lying adjacent thereto, and the Westerly 40 feet of 12th Street lying adjacent thereto.

Bertha M. Ellis
1111 East Choctaw
McAlester, Oklahoma 74501

Westerly 60 feet of Lot 6, in Block 340, South McAlester.

Richard Dean Watkins
c/o Florice Colbert
1215 East Chickasaw
McAlester, Oklahoma 74501

West-Half of Lot 5, in Block 339, and the Easterly 40 feet of 12th Street lying adjacent thereto, South McAlester.

Walgreen Co
Real Estate Property
P.O. Box 1159
Deerfield, Illinois 60015

Lots 1, 2, 3, 4, 6, 7 and 8, and the alley between Lots 1, 2, 3, 6, 7 and 8, and the Northerly 10 feet of the alley lying adjacent to the South Line of Lot 4, in Block 341, South McAlester.

Carl L. Johnson
Bonita T. Johnson
101 South 12th Street
McAlester, Oklahoma 74501

Northerly 75 feet of Lot 1, in Block 371, South McAlester.

Carl Johnson
Bonita Johnson
101 South 12th Street
McAlester, Oklahoma 74501

Southerly 75 feet of Lot 1, in Block 371, South McAlester.

Deborah Ann Ivery
9339 Valley Gate
San Antonio, Texas 78250

Easterly 90 feet of Lot 2, in Block 371, South
McAlester.

Rosalyn Jones
1104 East Choctaw
McAlester, Oklahoma 74501

Easterly 20 feet of Lot 3 and the Westerly 30 feet
of Lot 2, in Block 371, South McAlester.

Billy Ray Williams
Jerry Donald Smith
Herman E. Smith, Jr.
Monta Nett Chase;
Paula Dean Williams
Priscilla L. Danna
Sheilla Marie Wilson
c/o Jessica L. Smith
1100 East Choctaw
McAlester, Oklahoma 74501

Westerly 100 feet of Lot 3, in Block 371, South
McAlester.

Dorothy O. Wilson
716 NW 140th Street
Edmond, Oklahoma 73013

Easterly 70 feet of Lot 4, in Block 371, South
McAlester.

Methodist Episcopal Church
925 East Chickasaw
McAlester, Oklahoma 74501

Westerly 50 feet of Lot 4, in Block 371, South
McAlester.

City of McAlester
28 East Washington
McAlester, Oklahoma 74501

Westerly 80 feet of Lot 5, in Block 371, South
McAlester.

Church of the Living God
1107 East Chickasaw
McAlester, Oklahoma 74501

Easterly 40 feet of Lot 5 and All of Lot 6, in Block
371, South McAlester.

Yvette Martin
David Martin
1006 Sunnybrook
McAlester, Oklahoma 74501

Lots 1 and 2 and the Easterly 70 feet of Lot 3, in
Block 372, South McAlester.

Jimmie W. Nichols
1009 East Chickasaw
McAlester, Oklahoma 74501

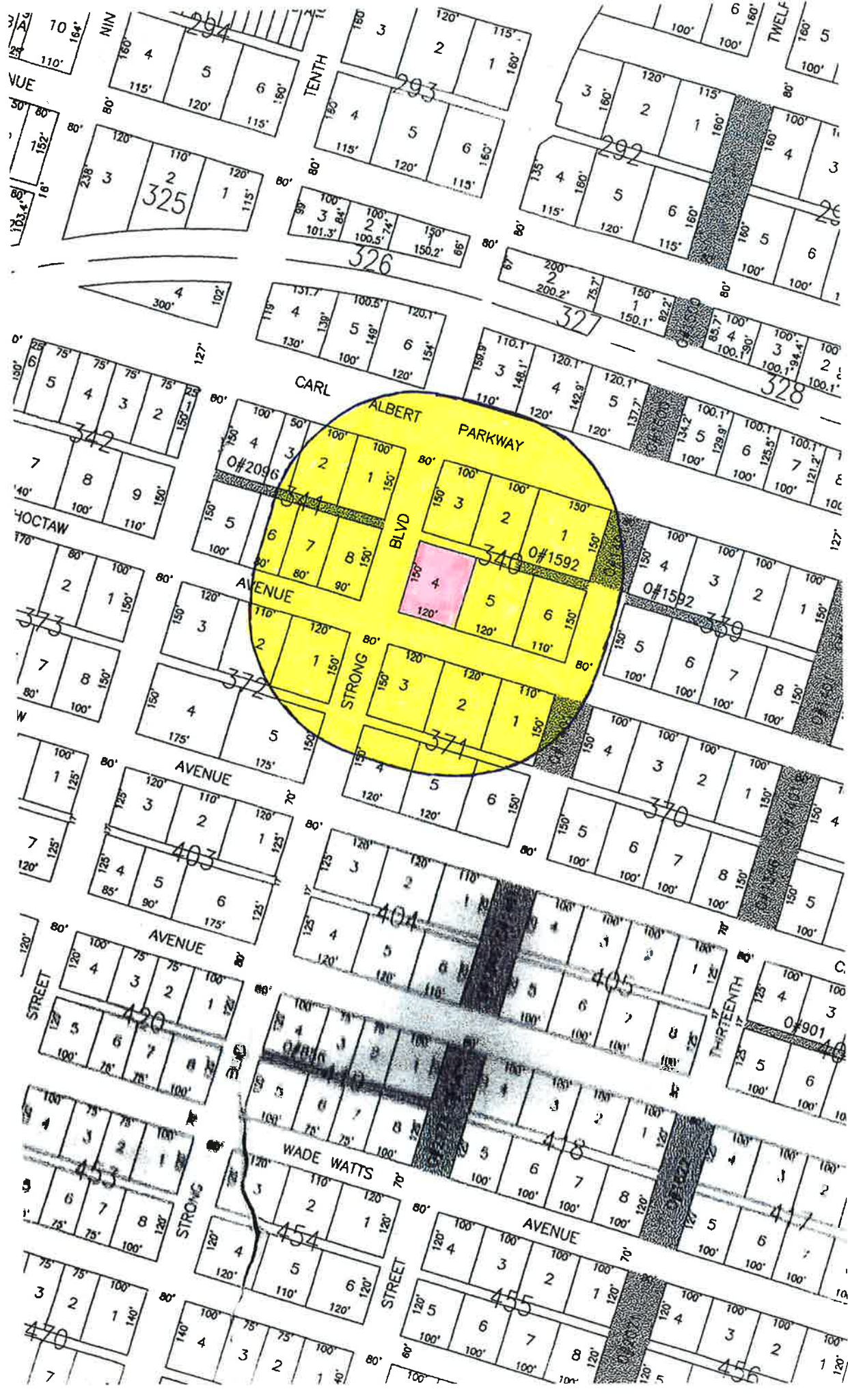
Lot 5, in Block 372, South McAlester.

City of McAlester
McAlester, Oklahoma

Easements, Alleys, Public Ways.

Pittsburg County Board of
County Commissioners

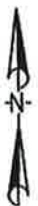
Easements, Alleys, Public Ways.





A-1		C-3	
R-1a		C-4	
R-1B		C-5	
R-2		H-1	
R-3		I-1	
C-1		I-2	
C-2			

AREA OF
REQUEST



SCALE: 1"=100'



Prepared By:
City of McAlester
Engineering Department
OCTOBER 26, 2015



SITE
LOCATION



SCALE: 1" = 100'



Prepared By:
City of McAlester
Engineering Department
OCTOBER 26, 2015



City of McAlester

Community & Economic Development

1st & Washington • P.O. Box 578 • McAlester, OK 74502 • (918) 423-9300

October 30, 2015

RE: P.C. Case #406

Dear Property Owner:

An application requesting the rezoning of the following described property from R1-B Single-Family Residential District to C-4 Restricted Commercial District has been filed with the Community and Economic Development Department of the City of McAlester:

LOCATION: 1101 E Choctaw Avenue

LEGAL: Lot 4, in Block 340, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma.

A Public Hearing will be held by the McAlester Planning Commission on Tuesday, November 17, 2015 at 6:30 p.m. in the City Council Chambers, Municipal Building, located at 28 E. Washington Avenue. At that time, you may submit your views on the matter in person or by representative. You may also write to the Community and Economic Development Department prior to the Public Hearing. Written responses should be received by Tuesday, November 10, 2015.

Please be advised that if the Tuesday, November 17, 2015 Planning Commission is canceled due to any reason such as but not limited to adverse weather conditions, lack of a quorum, etc. the above Public Hearing will automatically be rescheduled and placed on the agenda for the Tuesday, December 15, 2015 McAlester Planning Commission Meeting at 6:30 p.m.

If you know of any interested property owner who, for any reason, has not received a copy of this letter, it would be appreciated if you would inform them of the time and place of the Public Hearing.

Sincerely,

Jayme Clifton
Planning Technician

Attachment(s): Area of Request and Site Location Maps

cc: Steve Harrison, Mayor
Jason Barnett, Sixth Ward Councilman
Mark Emmons, Planning Commission Chairman

Leroy Alsup- Director
(918) 423-9300 ext.4951

James Schulz - Codes Enforcement
(918) 423-9300 ext. 4986

Kirk Ridenour- Economic Development Manager
(918) 423-9300 ext.4982

George Estrada- Building Inspector
(918) 423-9300 ext. 4985

Jayme Clifton - Executive Asst /Planning Tech
(918) 423-9300 ext. 4984

Jim Roberts - Plumbing/Electrical Inspector
(918) 423-9300 ext. 4987

PROOF OF PUBLICATION

McAlester News-Capital

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

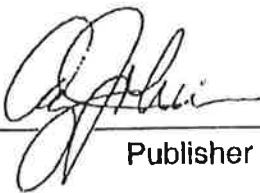
I, Amy Johns, am of lawful age, being duly sworn upon oath, deposes and says:

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

1st insertion.....November 1st, 2015
2nd Insertion.....2015
3rd Insertion.....2015
4th Insertion.....2015
5th Insertion.....2015

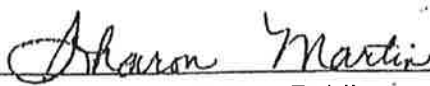
That said newspaper has been published continuously and uninterruptedly in said county during a period one-hundred and four consecutive weeks prior to the publication of the attached notice or advertisement; that it has been admitted to the United States mail as publications (second-class) mail matter,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

Publication Fee.....\$ 33.20


Publisher

SUBSCRIBED and sworn to before me this

2nd day of November, 2015.


Notary Public



#00002414

My Commission expires: 03/23/16

(Published in the
McAlester News-
Capital on Novem-
ber 1st, 2015.)

CITY OF
McALESTER
NOTICE OF
HEARING ON
REZONING

NOTICE IS
HEREBY GIVEN to
all property owners of
the City of McAlester,
that a Public Hearing
will be held before
the McAlester Plan-
ning Commission on
Tuesday, November
17, 2015 at 6:30 p.m.
concerning a rezon-
ing application filed
for the following de-
scribed property:

LOCATION: 1101 E
Choctaw Avenue

LEGAL: Lot 4, in
Block 340, City of
McAlester, formerly
South McAlester,
Pittsburg County,
State of Oklahoma.

PROPOSED
CHANGE: From: R1-
B Single-Family Res-
idential District

To: C-4 Restricted
Commercial District
Any person wishing
to appear in support
or opposition to the
proposed rezoning
may do so in the
Council Chambers,
Municipal Building,
located at 28 E.
Washington Avenue,
McAlester, Ok-

lahoma, at the above
date and time.

FURTHER NOTICE
IS HEREBY GIVEN
to all property own-
ers and residents of
the City of McAlester,
that if the Tuesday,
November 17, 2015
Planning Commis-
sion is canceled due
to any reason such
as but not limited to
adverse weather con-
ditions, lack of a
quorum, etc. the
above Public Hear-
ing will automatically
be rescheduled and
placed on the agenda
for the Tuesday,
December 15, 2015
McAlester Planning
Commission at 6:30
p.m.

s/Cora Middleton,
City Clerk
10-28-15
Date



10/30/2015



McAlester City Council

AGENDA REPORT

Meeting Date: December 8, 2015
Department: Finance
Prepared By: Toni Ervin
Date Prepared: December 1, 2015

Item Number: 3
Account Code: _____
Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon, authorizing the Mayor to sign an Ordinance amending Chapter 106, Article V, Stormwater Utility Program, Section 106-401 Purpose; repealing all conflicting ordinances; providing for a severability clause and establishing an effective billing date of February 1, 2016.

Recommendation

Staff recommends the establishment of a Stormwater Utility Fee of \$4 service charge for each equivalent service unit.

Discussion

A Stormwater Utility Fee will generate revenue to fund a Stormwater Program that will include the following, as described in the enclosed letter: 1. Drainage Related Capital Improvements; 2. Annual Maintenance to the Drainage System; 3. Storm Water Quality Program; 4. Drainage Related Equipment. Infrastructure improvements will include those identified in the *Master Drainage Plan for Tributary C of Sandy Creek Basin*, completed September 2012. The Stormwater Utility Fee will also fund additional projects identified in future drainage studies.

Approved By

Department Head
City Manager

P. Stasiak

Initial

Date

PJS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING CHAPTER 106, ARTICLE V, STORMWATER UTILITY PROGRAM, SECTION 106-401. PURPOSE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE BILLING DATE OF FEBRUARY 1, 2016.

* * * * *

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA

Sec. 106-401. Purpose.

(d) There is hereby established a service charge for the city's stormwater drainage system at rates hereinafter established; provided, however, that the service charge shall not be imposed on the following types of property:

- (1) City streets, rights-of-way, parks, and open space;
- (2) State highways or county rights-of-way; or
- (3) Undeveloped parcels of land;
- (4) Railroad rights-of-way.

(e) The monthly service charge rate is hereby established at \$4.00 for each equivalent service unit assigned to a lot, tract, or parcel of real estate.

(f) A separate fund shall be maintained for the purpose of identifying and controlling all revenues to stormwater drainage services. The costs of administering, data collection, planning, maintaining, operating, and improving drainage services and facilities shall be made from these revenues.

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA ON THIS ____ DAY _____, 2015.

**CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation**

By: _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this ____ day of _____, 2015.

By: _____
William J. Ervin, City Attorney

December 2, 2015

Pete Stasiak
City Manager
City of McAlester

RE: Storm Water Utility Fee – Updated Analysis and Recommendation

Mr. Stasiak,

The City of McAlester has taken several steps to improve the level of flood protection and floodplain management within its borders as part of its participation in the National Flood Insurance Program (NFIP). Additionally, the City has been designated a Small MS4 by the ODEQ and is subject to permitting under Phase II of the National Pollutant Discharge Elimination System (NPDES) program, which requires the proper management of storm water runoff. Compliance with NFIP and NPDES requirements often leads to the development of storm water utility fees as a source of revenues supporting infrastructure improvements and storm water related activities.

On July 14, 2015, an agreement between the City of McAlester and Meshek & Associates to develop and assist with the implementation of a Storm Water Utility Fee (SUF) was approved. Meshek has been working with the City on various projects since 2006. The need for a dedicated source of revenue to provide funding for water quality, drainage studies and drainage related capital improvement projects has been discussed many times. In 2007, Meshek performed an initial estimate of the potential for a SUF. In 2012, Meshek performed a drainage study for the upper portion of Tributary C of Sandy Creek. This study identified five problem areas within the 640 acre drainage basin. Recommendations totaling \$3.17M were identified. The recommended improvements at Mallard & Flamingo have been designed and constructed. Phase one of the recommended improvements at 9th & Illinois have been designed and construction is set to start this month.

The format for the proposed fee is the most common format used in SUF's in the region and includes two categories: Residential and Non-Residential. The average residential lot is generally estimated as having an average impervious area of 2,650 square feet. This is referred to as an Equivalent Service Unit (ESU). For non-residential customers, we have calculated the impervious area within the boundaries of each service address. The total impervious area is divided by 2,650 to determine how many ESU's a non-residential customer will pay.

Each community that uses this approach sets a fee for each ESU. This fee is paid monthly by all residential customers and non-residential customers and is often determined by defining the annual funding needs for the City and determining the fee. The following items have been identified by the City as items that could be funded in whole or part with this fee with a total annual need of over \$1.04M.

1. Drainage Related Capital Improvements \$530,000/year
 - a. The Upper Tributary C study was approximately 20% of the total basin area within the City. We can project the \$3.17M to the rest of the City and estimate a

total of \$15.9M in projects. Assuming a 30-year time horizon, this would result in an annual need of \$530,000/yr. It is important to note that this is a projected estimate and other projects may require property acquisition which is generally more expensive. Other projects may be much larger in size and scope.

2. Annual Maintenance to the Drainage System \$408,000/year
 - a. Several repairs have been made to the drainage system in the past few years. The canal system is aging and we anticipate a need of \$350,000 per year for maintenance and repair.
 - b. Storm Water Repairs performed by public works staff are estimated at \$13,000/year based on recent costs.
 - c. Small drainage improvement projects performed by contractors are estimated at \$45,000/year based on recent costs.
3. Storm Water Quality Program \$50,000/year
 - a. The historical cost for consultants to assist with the Storm Water Management Program have varied from \$30k to \$60k. ODEQ released a new permit on November 1, 2015 which will require more work than the last few years.
4. Drainage Related Equipment \$50,000/year
 - a. Street sweepers, grade-alls, flush truck and other equipment that are primarily used for storm water maintenance. This amount could increase based on future needs.

Based on our calculations, there are a total of 19,005 ESU's in the City. We recommend a \$4 fee (per month, per ESU) which would generate \$76,020 per month or \$912,240 per year. This rate can be adjusted up or down in the future as the demand for funding are identified and projects are implemented.

A comparison of other communities is attached for reference.

Sincerely,



Brandon Claborn, PE, CFM
Meshek & Associates, PLC
CA 1487 Expires 6/30/17

Stormwater Management Program - Utility Fee Schedule As of November 2015

City	State	Population (US Census Data 2010)	Residential (single-family) per Month	Non-Residential per Month	ESU (or ERU) equivalent stormwater unit	Program Began	Items of Note	Addt Info:
Broken Arrow	OK	98,850	\$4.77	\$4.77 (per each ESU)	2650	2002		
Tulsa	OK	391,906	\$5.43	\$5.43 (per each ESU)	2650	1987		https://www.cityoftulsa.org/city-services/flood-control/stormwater-fee-and-funding
Bixby	OK	20,884	\$2.00	\$2.00 (per ESU)	N/A	1987	flat fee	http://www.bixby.com/water_rates.php
Claremore	OK	18,581	\$2.50	\$2.50 (per ESU)	2650	2014	includes a maximum cap	
Jenks	OK	16,924	\$2.00	N/A	N/A	2002	*Per Meter	http://www.jenks.com/city_info/utilities.php
Stillwater	OK	45,688	\$1.00	\$5.00	5000	1997	based on meter size	http://stillwater.org/government/stillwater_utilities_authority/water_utilities/water
Sapulpa	OK	20,544	\$4.15	\$3.51 (per each ESU)	2650	2007	Program based off Tulsa Study	
Enid	OK	49,379	\$4.25	\$21.27 minimum (see link)	5000	1994		http://www.enid.org/departments/it-s/utility-services/rates/commercial-rates
OKC	OK	579,999	\$5.69	\$5.69 - \$658.92 - see link	N/A	1992	Storm Water Drainage Utility Fee	http://www.okc.gov/water/service/drainage.html
Edmond	OK	81,405	\$3.00	\$6 and up (based on sq.ft)	4860	1994		
Okmulgee	OK	12,321	\$3.00	\$3	4356	2009		
Owasso	OK	28,915	\$3.00	\$5 (per each ESU)	2650	2006		http://www.cityofowasso.com/utility_dept/rates.html
Muskogee	OK	39,223	\$2.00	\$3 and up - see link	N/A	2005		http://www.muskogeeonline.org/departments/public_works/storm_water_fees.php
McAlester	OK	18,383	N/A	N/A	N/A	N/A		
Lawrence	KS	87,643	\$4 (per each ESU - see link)	N/A	2366	1997		http://www.lawrencepublicworks.org/stormwater.shtml
Denton	TX	113,383	\$0.50 and up - see link	N/A	N/A	1998		http://www.cityofdenton.com/pages/index.cfm
Minneapolis	MN	382,578	\$8.96-14.93 - see link	N/A	1530	UNKNOWN	billed as part of sewer fee before 2005	http://www.ci.minneapolis.mn.us/publicworks/stormwater/fee/stormwater_fee_stor
Boulder	CO	97,385	\$13.46-20.20 and up - see link	see link	N/A	UNKNOWN		https://bouldercolorado.gov/water/utility-rates



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>December 8, 2015</u>	Item Number:	<u>4</u>
Department:	<u>Mayor/Council</u>	Account Code:	<u>01-5101350</u>
Prepared By:	<u>Cora Middleton, City Clerk</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>December 1, 2015</u>	Exhibits:	<u>1</u>

Subject

Consider and act upon, a resolution setting the election dates for Wards 1, 3, 5 and Mayor.

Recommendation

Motion to approve resolution setting the election dates for Wards 1, 3, 5 and Mayor.

Discussion

By law a Resolution must be presented to the County Election Board prior to filing of candidates and at least 75 days before the Primary election. The Resolution must be published no less than ten (10) days prior to the first date of filing. Attached is the Resolution regarding the elections for 2016. These dates were verified with the County Election Board.

Approved By

Department Head
City Manager

P. Stasiak

Initial
CM

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

Date
12/01/15

RESOLUTION NO. _____

WHEREAS, under the provisions of the Charter of the City of McAlester, a Municipal Corporation, at elections to be held in the year 2016, Councilman from Wards 1, 3, 5 and the Mayor shall be elected for terms of four (4) years; and

WHEREAS, under the provisions of said Charter of the City of McAlester, qualifications for said office are as follows:

- A. **Mayor.** A qualified elector of the City who is at least 25 years of age and has resided in the City at least two (2) years.
- B. **Councilman.** A qualified elector of the City who is at least 25 years of age, who has resided in the City at least two (2) years, and has resided for a period of one (1) year in the respective ward which he seeks to represent.

WHEREAS, the filing period, as provided by SB 399, State of Oklahoma, commences at 8:00 A.M., January 4, 2016, and expires at 5:00 P.M., January 6, 2016.

WHEREAS, under the provisions of the Charter of the City of McAlester, the Primary Election shall be held on the first Tuesday in March 2016, and the General Election shall be held on the first Tuesday in April 2016.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

- 1. The Primary Election so provided shall be held on the 1st day of March 2016, between the hours of 7:00 A.M. and 7:00 P.M.
- 2. The offices to be voted upon in said election shall be the Office of Mayor of the City of McAlester, and every qualified elector of the City of McAlester shall be entitled to vote for one candidate for said office; and the Offices of Councilman for wards 1, 3 and 5 of the City of McAlester; and every qualified elector of each of said wards shall be entitled to vote for one candidate for Councilman from each ward.
- 3. The filing period for said election shall begin at 8:00 A.M., January 4, 2016, and expire at 5:00 P.M., January 6, 2016.
- 4. Persons qualified to file for the Office of Mayor are qualified electors of the City of McAlester, who are at least 25 years of age, and who have resided in the City of McAlester at least two (2) years.

5. Persons qualified for the Office of Councilman are qualified electors of the City of McAlester, who are at least 25 years of age, who have resided in the City of McAlester at least two (2) years, and who have resided for a period of one (1) year in the ward for which they wish to file.
6. Both the Primary and General Election shall be non-partisan and no party designation or emblem shall be placed on the ballots.
7. The General Election so provided shall be held on the 5th day of April 2016, between the hours of 7:00 A.M. and 7:00 P.M.
8. There shall be no required filing fee for the Office of Councilman.
9. Pursuant to O.S. 2012 Supp. § 13-103, the following precincts are located entirely or partially within the McAlester city limits and will be opened for the above referenced election.

Ward 1-Precincts

1	J.I. Stipe Center, 801 N. 9 th
3	First Baptist Church, 100 E. Washington
8	First Freewill Baptist Church, 332 W. Carl Albert Pkwy
11	Living Word Church, 103 W. Taylor
14	North Town Church of Christ, 2400 N. Main
15	Kiamichi Vo-Tech, 301 Kiamichi Drive
41	Krebs City Hall, 5 N.E. Washington, Krebs

Ward 3-Precincts

4	Main & Oklahoma Church of Christ, 1700 S. Main
8	First Freewill Baptist Church, 332 W. Carl Albert Pkwy
36	Haywood School, Haywood
40	Assembly of God Church, 1800 Hardy Springs Rd. West

Ward 5-Precincts

11	Living Word Church, 103 W. Taylor
14	North Town Church of Christ, 2400 N. Main
42	Bug Tussle Baptist Church, 5180 Flowery Mound Rd. East
46	Bug Tussle Baptist Church, 5180 Flowery Mound Rd. West

At Large Precincts

1	J.I. Stipe Center, 801 N. 9 th
3	First Baptist Church, 100 E. Washington
4	Main & Oklahoma Church of Christ, 1700 S. Main

5 American Legion, 400 S. 2nd
6 Central Christian Church, 920 Central Ave.
7 Assembly of God Church, 1800 Hardy Springs Rd. East
8 First Freewill Baptist Church, 332 W. Carl Albert Pkwy
11 Living Word Church, 103 W. Taylor
14 North Town Church of Christ, 2400 N. Main
15 Kiamichi Vo-Tech, 301 Kiamichi Drive
32 Frink Community Center, 486 Frink Road
36 Haywood School, Haywood
40 Assembly of God Church, 1800 Hardy Springs Rd. West
41 Krebs City Hall, 5 N.E. Washington, Krebs
42 Bug Tussle Baptist Church, 5180 Flowery Mound Rd. East
45 Pittsburg Cattleman's Association, 270 West
46 Bug Tussle Baptist Church, 5180 Flowery Mound Rd. West

PASSED and **APPROVED** the _____ day of December 2015.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By: _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Election Dates and Deadlines for 2016

Election Date	Election Type	Resolution Due	Filing Period		Voter Registration
			Statutory	20 th day*	
January 12 (2 nd Tuesday)	Special Elections Propositions only	November 12, 2015 (60 days before election)		12/2/15	December 18, 2015
February 9 (2 nd Tuesday)	Annual School Elections	November 20, 2015 (15 days before filing)	December 7 – 9, 2015		January 15, 2016
	Special Elections Candidates/Propositions	December 10, 2015 (60 days before election)		12/30/15	
March 1 (1 st Tuesday)	Presidential Preferential Primary		December 7 – 9, 2015		February 5, 2016
	Special Elections Candidates/Propositions	December 16, 2015 (75 days before election)		1/5/16	
April 5 (1 st Tuesday)	Annual School Runoff Election				March 11, 2016
	Special Elections Candidates/Propositions	February 4, 2016 (60 days before election)		2/24/16	
May No Elections					
June 28 (last Tuesday)	Primary Election		April 13 – 15		June 3, 2016
	Special Elections Candidates/Propositions	April 13, 2016* (75 days before election)		5/3/16	
July No Elections					
August 23 (4 th Tuesday)	Runoff Primary Election				July 29, 2016
	Special Elections Candidates/Propositions	June 8, 2016* (75 days before election)		6/28/16	
September No Elections					
October No Elections					
November 8 (1 st Tuesday after 1 st Monday)	General Election				October 14, 2016
	Special Elections Candidates/Propositions	August 24, 2016* (75 days before election)		9/13/16	
December No Elections					

* Effective January 1, 2016, the filing period for any regular or special election called by a school district, technology center district, statutory municipality or home rule charter municipality must begin no later than the 20th day following the deadline for the election resolution to be submitted to the County Election Board. The County Election Board shall not be required to conduct an election for which the filing period begins later than the 20th day after the deadline for submitting the resolution.



McAlester City Council

AGENDA REPORT

Meeting Date: December 8, 2015
Department: Public Works - Engineering
Prepared By: Peter Stasiak, City Manager
Date Prepared: December 2, 2015

Item Number: 5
Account Code: _____
Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon, Change Order No. 7 to the contract with T. McDonald Construction, Inc. for the construction of CIP#3 Improvements on Second Street and authorize the Mayor to sign Change Order No. 7.

Recommendation

Motion to approve Change Order No. 7 to the contract with T. McDonald Construction, Inc and authorizing the Mayor to sign the Change Order changing the Contract Substantial Completion to December 17, 2015 and decreasing the contract price to \$2,725,037.00.

Discussion

This Project consists of construction of road and infrastructure improvements along a segment of Second Street between Modoc Avenue and Comanche Avenue, and from Comanche Avenue north to the canal. This Change Order includes the following: adding three days due to adverse weather conditions during the months of September and October and adding seven days to complete the following work: connect 6" sewer line service and repair concrete sidewalks, as well as, reconcile all of the water system. This change order includes all of this additional work and also deducts water services not installed. This results in a decrease of the Contract Price to \$2,725,037.00

Approved By

Initial

Date

Department Head
City Manager

P. Stasiak

PJS



December 1, 2015

Pete Stasiak, City Manager
City of McAlester
PO Box 578
28 E. Washington
McAlester, OK 74502-0578

Re: Change Order No. Seven (7)
Second Street Improvements (CIP #3)

Dear Mr. Stasiak:

Enclosed for your review and execution are six (6) copies of Change Order No. Seven (7). This Change Order is required to connect 6" sewer service line and repair concrete as well as reconcile all of the water system. This change order deducts \$10,891.00 to the current contract amount.

This change order also adds three (3) days for the additional work due to the weather and seven (7) days due to additional work.

Please place this item on the agenda for approval at your next meeting and upon approval please sign all six (6) copies. Please return all six (6) copies to our office located at 719 S. George Nigh Expressway, McAlester, OK 74501 for further processing.

Should you have any questions, please do not hesitate to contact our office at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC
dba Mehlburger Brawley

Dale Burke, P.E.
President

DB/ks
Enclosures

Project No. MC-14-01

cc w/enclosure:

Red Erwin, Resident Project Representative, Infrastructure Solutions Group, LLC

Change Order No. Seven (7)

Date of Issuance: November 8, 2015

Effective Date: November 8, 2015

Project:	Owner:	Owner's Contract No.:
SECOND STREET IMPROVEMENTS (CIP #3)	City of McAlester	N/A
Contract:	Date of Contract:	
SECOND STREET IMPROVEMENTS (CIP #3)	11/4/2014	
Contractor:	Engineer's Project No.:	
T. McDonald Construction Inc.	MC-14-01	

The Contract Documents are modified as follows upon execution of this Change Order:


Description: Change Order required to connect 6" Sewer Service Line and Repair Concrete, Reconcile all of the water system.

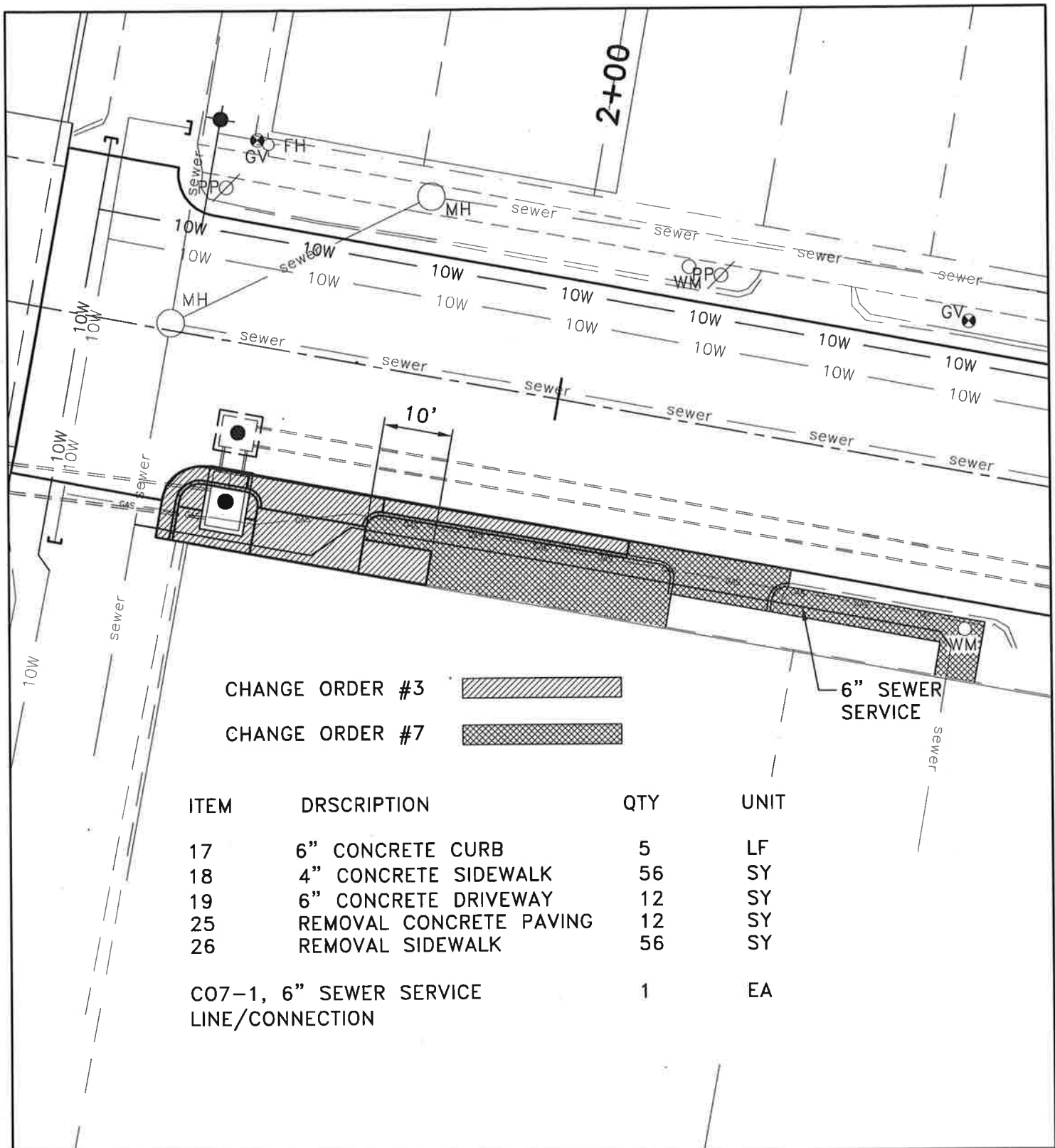
Item	Description	Qty	Unit	Unit Price	Total Price	Revised Qty	Revised Total Price	Change Order #7 -	
17	Concrete Curb (6" Barrier-Integral)	4,456	LF	\$9.00	\$40,104.00	4,461	\$40,149.00	5	\$45.00
18	4" Concrete Sidewalk	1,812	SY	\$44.00	\$79,728.00	1,868	\$82,192.00	56	\$2,464.00
19	6" Concrete Driveway	2,052	SY	\$66.00	\$135,432.00	2,064	\$136,224.00	12	\$792.00
25	Removal of Concrete Pavement w/Asphalt Overlay	12,027	SY	\$7.00	\$84,189.00	12,039	\$84,273.00	12	\$84.00
26	Removal of Sidewalk	1,300	SY	\$4.00	\$5,200.00	1,356	\$5,424.00	56	\$224.00
52	Water Service Reconnection (Short)	55	EA	\$900.00	\$49,500.00	35	\$31,500.00	-20	(\$18,000.00)
CO7-1	6" Sewer Service Line	0	EA	\$3,500.00	\$0.00	1	\$3,500.00	1	\$3,500.00
				Total Amount					-\$10,891.00

Add Days for Additional Work 7 days
Add Days for Weather (See Attachment) From 10/1/2015 to 11/30/2015 3 days

Attachments: (List documents supporting change): None.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$2,730,987.50	Original Contract Times: Working days X - Calendar days Substantial completion (days or date): 330 days 10/10/2015 Ready for final payment (days or date): N/A
From previously approved Change Orders No. 1 to No. 6: \$4,940.50	Change from previously approved Change Orders No. 1 to No. 6: Substantial completion (days or date): 58 days Ready for final payment (days or date): N/A
Contract Price prior to this Change Order: \$2,735,928.00	Contract Times prior to this Change Order: Substantial completion (days or date): 388 days 12/7/2015 Ready for final payment (days or date): N/A
Change of this Change Order: (\$10,891.00)	Change of this Change Order: Substantial completion (days or date): 10 days Ready for final payment (days or date): N/A
Contract Price incorporating this Change Order: \$2,725,037.00	Contract Times with all approved Change Orders: Substantial completion (days or date): 398 days 12/17/2015 Ready for final payment (days or date): N/A

RECOMMENDED	ACCEPTED:	ACCEPTED:
By: 	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 11/18/15	Date: _____	Date: _____



LOCATION MAP
SCALE: 1" = 10'

**EXHIBIT
MCALESTER CIP
SECOND STREET
CANAL DRIVE**



MESONET CLIMATOLOGICAL DATA SUMMARY										November 2015		Time Zone: Midnight-Midnight CST								
(MCALESTER) 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 TEMPERATURES				
	MAX	MIN	AVG	DEWPT	HDD	CDD	MAX	MIN	AVG	(in)	STN	MSL	DIR	AVG	MAX	(MJ/m²)	SOD	BARE	MAX	MIN
1	65	47	57.1	55.2	9	0	100	77	94	0.00	29.17	29.98	NE	2.0	9.4	NA	61.9	60.3	65	56
2	72	56	63.0	59.1	1	0	99	61	88	0.00	29.17	29.98	SE	2.8	10.5	NA	64.3	63.9	69	61
3	74	51	62.3	57.1	3	0	100	60	85	0.01	29.22	30.03	SSE	4.7	21.6	13.74	64.0	63.1	71	57
4	75	59	65.6	58.3	0	2	97	54	79	0.00	29.24	30.05	SSE	5.2	21.0	11.72	65.1	64.4	70	61
5	73	64	67.4	65.4	0	3	100	78	94	1.03	29.12	29.93	S	6.4	48.7	2.23	65.8	65.6	68	63
6	67	49	56.6	49.3	7	0	97	50	78	0.00	29.30	30.11	N	5.0	16.7	12.81	64.0	62.0	68	57
7	67	42	55.5	42.9	10	0	97	29	67	0.01	29.48	30.29	NE	4.4	18.9	13.91	62.2	59.7	67	55
8	63	37	48.3	38.0	15	0	100	31	74	0.00	29.47	30.29	NE	2.6	11.8	14.98	59.4	55.9	64	50
9	68	37	51.0	36.9	12	0	100	26	65	0.00	29.33	30.14	SSE	2.4	11.6	12.79	58.2	55.0	63	49
10	72	46	61.5	52.2	6	0	88	59	72	0.00	29.18	29.99	S	6.5	23.9	12.54	59.2	57.8	64	51
11	80	50	66.7	48.5	0	0	93	13	60	0.00	29.00	29.81	S	13.3	43.3	10.17	62.6	61.7	68	54
12	65	36	48.7	32.8	14	0	97	22	61	0.00	29.39	30.20	NW	5.3	19.7	14.60	57.9	53.4	60	49
13	68	31	46.6	32.8	15	0	100	18	69	0.00	29.49	30.30	SSW	1.3	11.9	14.38	56.0	52.4	62	45
14	65	35	50.5	34.5	15	0	98	24	60	0.00	29.50	30.32	SSE	3.5	19.4	10.39	55.1	51.5	57	46
15	62	48	53.8	45.6	10	0	94	48	75	0.43	29.38	30.20	SSE	5.1	23.0	3.82	56.2	54.1	57	52
16	69	50	59.7	57.6	5	0	97	73	93	0.55	29.04	29.85	SSE	7.9	28.2	1.70	57.5	57.0	62	54
17	72	48	58.1	54.3	5	0	99	60	87	1.86	28.73	29.53	S	8.6	39.2	4.68	60.5	61.0	64	55
18	64	40	51.8	36.1	13	0	82	32	57	0.00	28.92	29.72	SW	8.9	39.5	13.65	55.5	52.8	60	47
19	62	39	50.4	39.4	15	0	98	36	68	0.00	29.34	30.15	NNE	4.6	25.4	13.44	54.8	52.6	60	48
20	68	38	54.2	41.4	12	0	95	41	64	0.00	29.23	30.04	SSE	6.1	25.3	9.99	54.0	51.7	59	47
21	58	25	42.1	32.0	23	0	98	42	69	0.00	29.43	30.25	N	11.6	42.4	11.06	53.3	49.5	53	42
22	53	22	37.1	25.7	27	0	99	32	69	0.00	29.44	30.25	SW	3.8	18.3	13.26	48.9	44.2	52	38
23	63	30	46.3	29.9	19	0	93	25	57	0.00	29.41	30.23	SSW	4.8	17.2	12.95	49.0	46.0	55	40
24	64	43	54.4	36.1	12	0	74	36	51	0.00	29.30	30.12	SSE	7.2	24.3	11.85	50.8	49.2	56	43
25	66	57	60.9	52.0	3	0	80	57	73	0.00	29.24	30.05	S	8.6	27.9	3.44	54.4	54.4	58	51
26	70	65	66.2	62.0	0	3	98	74	87	0.81	29.31	30.13	SSE	8.5	29.2	2.33	58.4	60.0	62	56
27	66	36	39.1	38.4	14	0	99	84	97	3.01	29.42	30.23	N	11.4	23.0	0.81	53.2	51.2	62	46
28	40	36	37.9	37.5	27	0	100	97	99	1.28	29.42	30.23	N	8.9	21.1	2.14	47.1	45.6	47	45
29	42	38	40.0	39.5	25	0	100	96	98	0.59	29.35	30.17	N	4.8	16.8	1.74	47.0	45.9	47	45
30	47	41	43.5	42.0	21	0	100	81	95	0.05	29.22	30.03	NW	5.0	18.1	3.31	48.5	48.2	51	47
	65	43	53.2	44.4	<- Monthly Averages ->						29.27	30.09	SSE	6.0	48.7	9.09*	56.8	55.0	61	50
Temperature - Highest: 80 Lowest: 22					Degree Days - Total HDD: 340 Total CDD: 8					Number of Days With:										
Rainfall: Monthly Total: 9.63 in. Greatest 24 Hr: 3.01 in.					Humidity - Highest: 100 Lowest: 13					Tmax ≥ 90: 0 Rainfall ≥ 0.01 inch: 11 Tmax ≤ 32: 0 Rainfall ≥ 0.10 inch: 8 Tmin ≤ 32: 4 Avg Wind Speed ≥ 10 mph: 3 Tmin ≤ 0: 0 Max Wind Speed ≥ 30 mph: 5										

© 1993-2015 Oklahoma Climatological Survey and the Oklahoma Mesonet
Monthly data generated at 2015-12-01 10:56:55 UTC

* Denotes incomplete record

8 weather Days
5 ALLOWED
3 days (ADDED)

MESONET CLIMATOLOGICAL DATA SUMMARY										October 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	PRESSURE (in)		WIND SPEED (mph)		SOLAR	4" SOIL TEMPERATURES					
	MAX	MIN	AVG	DEWPT	HDD	CDD	MAX	MIN	AVG	(in)	STN	MSL	DIR	AVG	MAX	(MJ/m ²)	SOD	BARE	MAX	MIN
1	76	54	64.2	56.4	0	0	99	41	79	0.06	29.30	30.12	N	4.9	17.6	12.83	72.6	69.0	77	65
2	72	46	58.6	45.9	6	0	97	34	67	0.00	29.27	30.08	N	5.4	22.4	20.92	70.5	65.9	75	59
3	73	44	58.2	48.7	7	0	100	43	74	0.00	29.16	29.97	NNE	4.1	19.0	19.53	69.0	64.9	75	57
4	72	46	60.1	51.4	6	0	99	50	75	0.00	29.23	30.04	NNE	4.2	17.1	19.50	69.1	66.0	76	58
5	63*	51*	58.2*	54.8*	8*	0*	99*	77*	89*	0.00*	29.30*	30.12*	N *	4.7*	14.8*	NA	68.0*	63.8*	67*	61*
6	78	52	63.2	57.8	0	0	100	55	84	0.00	29.31	30.13	N	2.5	11.1	16.68	69.6	67.6	77	61
7	84	54	67.6	59.6	0	4	100	44	79	0.00	29.28	30.09	NE	1.8	9.2	14.98	71.2	69.4	78	62
8	85	59	70.4	61.7	0	7	98	41	77	0.00	29.26	30.07	SSW	2.0	11.6	17.64	73.0	71.6	81	65
9	71	52	63.1	59.6	4	0	99	67	89	0.10	29.36	30.18	N	4.7	21.6	6.94	71.3	67.6	71	62
10	77	47	60.1	51.5	3	0	100	32	78	0.01	29.35	30.16	ESE	1.8	7.7	18.73	69.2	66.0	77	58
11	88	56	73.7	55.8	0	7	81	38	55	0.00	29.07	29.87	S	6.0	21.8	18.65	70.6	68.3	77	61
12	85	50	73.2	54.6	0	3	84	19	56	0.00	29.00	29.81	S	6.6	30.0	18.02	72.9	70.9	79	64
13	85	43	60.9	43.3	1	0	97	18	62	0.00	29.18	29.99	SW	1.6	9.8	19.35	70.8	66.5	78	57
14	91	48	68.3	45.6	0	5	92	16	53	0.00	29.21	30.02	SSW	2.8	12.9	18.90	71.1	68.4	81	59
15	92	54	72.0	47.9	0	8	72	20	46	0.00	29.23	30.04	SSW	4.2	19.0	18.19	71.7	70.2	83	61
16	72	48	62.4	43.7	5	0	81	27	53	0.01	29.50	30.32	NE	5.9	22.0	11.70	70.8	67.5	75	62
17	71	47	58.9	37.0	6	0	72	27	47	0.00	29.54	30.35	E	3.6	11.6	12.15	68.9	64.6	73	60
18	76	41	58.8	33.7	7	0	91	16	46	0.00	29.52	30.34	SSE	3.4	14.8	17.48	68.3	64.5	76	56
19	78	50	64.7	34.4	1	0	65	21	34	0.00	29.39	30.21	SSE	5.2	21.0	17.69	68.5	65.9	77	57
20	80	58	67.9	45.5	0	4	75	31	46	0.00	29.30	30.11	S	5.6	21.0	17.11	69.6	68.4	79	60
21	84	59	69.7	58.9	0	6	94	44	70	0.00	29.33	30.14	SE	3.8	17.2	12.91	71.0	70.6	81	64
22	80	57	67.4	59.8	0	4	99	47	79	2.70	29.25	30.06	SE	5.2	22.0	7.98	70.1	68.6	75	64
23	72	64	67.5	65.4	0	3	99	79	93	0.17	29.13	29.94	S	5.3	19.4	5.33	69.0	68.2	71	66
24	66	59	61.3	54.4	2	0	98	65	79	0.12	29.28	30.09	N	6.5	19.5	3.29	67.5	64.5	68	60
25	66	53	58.8	48.1	5	0	83	43	68	0.00	29.35	30.16	NE	5.4	20.2	NA	64.9	61.7	67	59
26	72	48	59.9	50.8	5	0	90	52	73	0.00	29.23	30.04	NNE	4.4	17.2	NA	64.4	61.9	69	55
27	71	54	61.5	57.5	3	0	98	64	87	0.00	29.01	29.81	ENE	2.6	9.5	NA	65.8	64.0	69	62
28	69	46	56.5	51.7	7	0	100	53	86	0.19	29.01	29.82	NNW	5.1	28.3	NA	64.3	61.7	68	58
29	68	44	54.7	45.2	9	0	100	41	74	0.01	29.14	29.95	NE	3.2	19.9	NA	63.0	60.1	69	55
30	62	48	54.7	51.4	10	0	100	72	89	1.21	29.06	29.87	E	4.6	16.5	NA	61.2	57.7	59	56
31	64	51	59.8	58.2	8	0	99	87	95	0.12	29.00	29.81	NNW	5.0	16.7	NA	62.6	61.4	64	59
	76*	51*	63.1*	51.3*	<- Monthly Averages ->						29.24*	30.06*	N *	4.3*	30.0*	15.07*	68.7*	66.0*	74*	60*
Temperature - Highest: 92*							Degree Days - Total HDD: 102*					Number of Days With:								
Lowest: 41*							Total CDD: 52*					Tmax ≥ 90: 2* Rainfall ≥ 0.01 inch: 11*								
Rainfall: Monthly Total: 4.70* in.							Humidity - Highest: 100*					Tmax ≤ 32: 0* Rainfall ≥ 0.10 inch: 7*								
Greatest 24 Hr: 2.70* in.							Lowest: 16*					Tmin ≤ 32: 0* Avg Wind Speed ≥ 10 mph: 0*								
												Tmin ≤ 0: 0* Max Wind Speed ≥ 30 mph: 1*								

© 1993-2015 Oklahoma Climatological Survey and the Oklahoma Mesonet
 Monthly data generated at 2015-12-01 13:08:18 UTC

* Denotes incomplete record

2 weather Days
 3 Allowed
 -1
 0 DAYS (ADDED)



McAlester City Council

AGENDA REPORT

Meeting Date: December 8, 2015 **Item Number:** 6
Department: _____
Prepared By: Peter Stasiak, City Manager **Account Code:** _____
Date Prepared: December 2, 2015 **Budgeted Amount:** _____
Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to sign a resolution in agreement with Oklahoma Department of Transportation for the removal of unwarranted traffic signals on Carl Albert Parkway.

Recommendation

Staff recommends participation and authorizing the Mayor to sign the attached Resolution.

Discussion

Oklahoma Department of Transportation has completed an analysis of traffic signals on Highway 270 Carl Albert Parkway. This study revealed that traffic signals were not warranted at the intersections of A Street, 1st Street, 3rd Street and 5th Street. The remaining traffic signals will be updated with new controllers, video detection, and synchronization from Main Street to Tandy Town.

Approved By

Department Head
City Manager

P. Stasiak

Initial

Date

PJS

RESOLUTION NO. _____

**A RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION IN A TRAFFIC SIGNAL PROJECT.**

WHEREAS, the Oklahoma Department of Transportation has completed a traffic study along US 270 (Carl Albert Parkway), at the intersections of “A” Street, US 69B (Main Street), 1st Street, 2nd Street, 3rd Street, 5th Street, 6th Street, Strong Boulevard, and Tandy Town in the City of McAlester, Oklahoma; and,

WHEREAS, the City of McAlester agrees to remove unwarranted traffic signals along US 270 (Carl Albert Parkway) at the intersections of “A” Street, 1st Street, 3rd Street, and 5th Street; and,

WHEREAS, the City of McAlester agrees to upgrade remaining traffic signals along US 270 (Carl Albert Parkway) at the intersections of US 69B (Main Street), 2nd Street, 6th Street, Strong Boulevard, and Tandy Town; and,

WHEREAS, the City of McAlester agrees to provide any additional right-of-way necessary for construction, to move or have moved any utilities that are necessary for the completion of the project and,

WHEREAS, the Department of Transportation agrees that Federal-aid program project funds shall be used to provide 80% of the total estimated project costs for signal upgrades along US 270 (Carl Albert Parkway) at the intersections of US 69B (Main Street), 6th Street, Strong Boulevard, and, Tandy Town. The City of McAlester agrees that local funds shall be used to provide their obligation of 20% of the total estimated project costs for these locations; and,

WHEREAS, the Department of Transportation agrees that Federal-aid program project funds shall be used to provide 50% of the total estimated project cost for signal upgrades on US 270 (Carl Albert Parkway) at the intersection of 2nd Street. The City of McAlester agrees that local funds shall be used to provide their obligation of 50% of the total estimated project costs for this location.

WHEREAS, the City agrees to provide any additional matching funds required to satisfy their agreed participation share of the final project costs after auditing, as outlined in the maintenance agreement between the City and the Department and,

WHEREAS, the City further agrees to deposit with the Oklahoma Department of Transportation the matching funds required prior to the advertisement for bids and,

WHEREAS, the Oklahoma Department of Transportation agrees to prepare the necessary engineering plans for the project in accordance with the Department of Transportation policies, standards and specifications and,

WHEREAS, the City of McAlester agrees to execute a maintenance agreement to maintain the traffic signal devices to a level of service acceptable to the Oklahoma Department of Transportation and pay all utility expenses associated with the operation of the traffic signal devices.

NOW, THEREFORE, BE IT RESOLVED that the Oklahoma Department of Transportation is hereby requested to concur in the selection of this project for construction, and to submit same to the Federal Highway Administration for their approval.

PÄSSED AND APPROVED at a regular meeting of the City Council of the City of McAlester and duly signed by the Mayor this ____ day of _____, 2015.

The City of McAlester, Oklahoma

By: _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Council Chambers
Municipal Building
November 24, 2015

The McAlester Airport Authority met in Regular session on Tuesday November 24, 2015, at 6:00 P.M. after proper notice and agenda was posted November 23, 2015.

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

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

- Approval of the Minutes from the November 10, 2015, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending November 17, 2015. (*Toni Ervin, Chief Financial Officer*) in the amount of \$1,461.57.
- Confirm action taken on City Council Agenda Item P, approval of the 2016 Annual Meeting Schedules for the McAlester City Council, the McAlester Airport Authority, the McAlester Public Works Authority, and the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item 2, consideration and action with respect to a resolution authorizing the calling and holding of an election in the City of McAlester, State of Oklahoma. (*Darryl Linnington, CFO MRHC*)
- Confirm action taken on City Council Agenda Item 10, **TABLED FROM NOVEMBER 10, 2015 MEETING:** Consider and act upon, a Resolution establishing a Ward Commission for the City of McAlester. (*Steve Harrison, Mayor*)

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

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

Chairman Harrison declared the motion carried.

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

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

Chairman Steve Harrison declared the motion carried.

Steve Harrison, Chairman

ATTEST:

Cora Middleton, Secretary

The McAlester Public Works Authority met in Regular session on Tuesday November 24, 2015, at 6:00 P.M. after proper notice and agenda was posted November 23, 2015.

Present: Weldon Smith, Jason Barnett, Travis Read, Robert Karr, Buddy Garvin, 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:

- Approval of the Minutes from the November 10, 2015, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending November 17, 2015. (*Toni Ervin, Chief Financial Officer*) in the amount of \$327,093.67.
- Confirm action taken on City Council Agenda Item C, authorization of payment to Carstensen Construction, Inc., Contractor's Application for Payment #6, in the amount of \$436,892.37, for the construction of road and infrastructure improvements related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. (*John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director*)
- Confirm action taken on City Council Agenda Item D, authorization of payment to Carstensen Construction, Inc., Contractor's Application for Payment #2, in the amount of \$360,467.88, for the construction of road and infrastructure improvements related to CIP#4A and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. (*John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director*)
- Confirm action taken on City Council Agenda Item E, authorization of payment to EST, Inc., Invoice # 35595, in the amount of \$43,719.00 for Construction Management Services and Materials Testing Services related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. (*John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director*)
- Confirm action taken on City Council Agenda Item F, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-15-02-02, in the amount of \$ 13,670.00, for Professional Services related to Washington Avenue Pavement Reconstruction and funded through the McAlester Public Works Authority

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

- Confirm action taken on City Council Agenda Item G, authorization of payment to City of McAlester, Invoice # 15-00604, in the amount of \$ 12,890.00, for Professional Services related to Washington Avenue Pavement Reconstruction and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item H, a resolution allowing the Oklahoma Department of Transportation (ODOT) to select one of ODOT's prequalified engineering firms to provide engineering services to the City of McAlester for compliance with National Bridge Inspection Standards. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item I, consideration and action to authorize the release of funds derived from City Ordinance 2159, for the acquisition, construction or equipment of educational facilities to facilitate the Memorandum of Understanding between the McAlester Public Works Authority and the Board of Education of Independent School District No. 80, Pittsburg County, Oklahoma. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item M, ratification of Change Order #4 to Carstensen Contracting for CIP#4A in the amount of \$4,265.25. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item N, ratification of Change Order #10 and Change Order #11 to Carstensen Contracting for CIP#4 in the amounts of \$740.00 and \$1,630.00, consecutively. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item O, to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 201157-KW. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item P, approval of the 2016 Annual Meeting Schedules for the McAlester City Council, the McAlester Airport Authority, the McAlester Public Works Authority, and the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 2, consideration and action with respect to a resolution authorizing the calling and holding of an election in the City of McAlester, State of Oklahoma. *(Darryl Linnington, CFO MRHC)*
- Confirm action taken on City Council Agenda Item 3, an Ordinance amending Ordinance No. 2538 which established the budget for fiscal year 2015-16; repealing all conflicting

ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item 5, declaring certain vehicles and equipment surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 6, authorizing the Mayor to sign the update to the Wholesale Water Purchase Contracts. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 7, authorizing the Mayor to sign a contract between the City of McAlester and J.D. Thomas Construction to Repair Street Cuts; Repair and/or Replace Concrete Panels, Curbs and Gutters and Driveway Approaches (Miscellaneous Contract Project#2). *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 8, Change Order No. 12 to the contract with Carstensen Contracting, Inc for the construction of CIP#4 Improvements and authorize the Mayor to sign Change Order No. 12. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 9, **TABLED FROM NOVEMBER 10, 2015 MEETING:** Consider and act upon, to provide written notice of termination of the Professional Services Agreements with EST, Inc. for Construction Management Services related to CIP #2, CIP#4, and CIP #4A. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 10, **TABLED FROM NOVEMBER 10, 2015 MEETING:** Consider and act upon, a Resolution establishing a Ward Commission for the City of McAlester. *(Steve Harrison, Mayor)*

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

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

NAY: None

Chairman Harrison declared the motion carried.

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

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

NAY: None

Chairman Harrison declared the motion carried.

Steve Harrison, Chairman

ATTEST:

Cora Middleton, Secretary