



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, February 9, 2016 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

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

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

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Approval of the Minutes from the January 12, 2016, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the January 26, 2016, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for January 20, 2016 through February 2, 2016. *(Toni Ervin, Chief Financial Officer)*
- D. Accept and place on file, the McAlester Main Street Second Quarter Report for Fiscal Year 2015-2016. *(Lacey Sudderth, Executive Director)*
- E. **TABLED FROM THE JANUARY 26TH MEETING:** Concur with Oklahoma Municipal Assurance Group denial of Claim No. 201398-LR. *(Cora Middleton, City Clerk)*
- F. Consider and act upon, ratification of Supplemental Agreement Change Order #2 to Bronze Oak, LLC for the Airport Drainage Project in the amount of \$12,318.95 and adding 10 additional work days. *(Peter Stasiak, City Manager)*
- G. Consider and act upon, ratification of Change Order #6 to Carstensen Contracting for CIP#4 South Sixth Street in the amount of (\$27,112.36). *(Peter Stasiak, City Manager)*
- H. Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-15-02-05, in the amount of \$ 13,045.00, 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)*
- I. Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-16-02-02, in the amount of \$2,580.00, for Engineering Services related to CIP#4 Final Quantity Audit 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 Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-16-03-01, in the amount of \$17,227.15, for Engineering Services and Construction Testing related to CIP#4A 6th Street 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 Carstensen Construction, Inc., Contractor's Application for Payment #5, in the amount of \$209,610.14, for Construction Services related to CIP#4 6th Street and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- L. Consider and act upon, authorization of payment to T. McDonald Construction, Inc., Contractor's Application for Payment #15, in the amount of \$31,886.17, 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)*
- M. Consider and act upon, a request by the "OETA Ready to Learn Program" to partner with them for the rental fee for the use of the Southeast Expo Center for the "Stories Around the Campfire" in the amount of \$125.00. *(Jerry Lynn Wilson, Expo Center)*
- N. Concur with Oklahoma Municipal Assurance Group denial of Claim No. 201478-LR. *(Cora Middleton, City Clerk)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

SCHEDULED BUSINESS

- 1. Presentation of the Mayor's Annual State of the City Address. *(Steve Harrison, Mayor)*

Executive Summary
Presentation.

- 2. **TABLED FROM THE JANUARY 26TH MEETING;** Consider and act upon, authorizing the Mayor to sign a service contract with ExecuTime Software, LLC for installation and maintenance of time entry software that interfaces with our Tyler Incode accounting software. *(Toni Ervin, Chief Financial Officer).*

Executive Summary
Staff recommends that the Council authorize the Mayor to sign ExecuTime Agreements.

- 3. Consider and act upon, authorizing the Mayor to sign a resolution allowing the execution of a license agreement in favor of Public Service Company of Oklahoma (PSO) for a temporary staging area during emergency conditions. *(Peter Stasiak, City Manager)*

Executive Summary

Staff recommends authorizing the Mayor to sign the resolution and license agreement in favor of Public Service Company of Oklahoma (PSO).

4. Consider and act upon, authorizing the Mayor to sign the Engineer's Certificate of Completion and the Certificate of Substantial Completion for the 2014 CDBG Water Improvements. *(Peter Stasiak, City Manager)*

Executive Summary

Staff recommends approval and authorization for the Mayor to sign the Engineer's Certificate of Completion and the Certificate of Substantial Completion accepting the project as complete.

5. Consider and act upon, authorizing the Mayor to sign the Final and Contractor's Pay Estimate No. Three (3) for the 2014 CDBG Water Improvements with Collins Waterworks, LLC. *(Peter Stasiak, City Manager)*

Executive Summary

Motion to approve final payment of \$12,797.29 for the 2014 CDBG Water Improvements to Collins Waterworks, LLC.

6. Consider and act upon, authorizing the Mayor to sign Change Order No. 3 to the contract with Katcon Inc. for Illinois Ave. Drainage Improvements. *(Peter Stasiak, City Manager)*

Executive Summary

Motion to approve Change Order No. 3 to the contract with Katcon Inc. and authorizing the Mayor to sign Change Order No. 3 adding 11 rain days.

7. Consider and act upon, accepting the bid amount of \$134,682.30 from Katcon, Inc. to repair two (2) portions of the Sandy Creek canal wall, and authorizing the Mayor to sign the Notice of Award to Katcon, Inc., and the Agreement to complete the repair. *(Peter Stasiak, City Manager)*

Executive Summary

The recommendation is to enter into an agreement with Katcon, Inc. for the Total Bid equal to \$134,682.30, to repair two (2) portions of the Sandy Creek canal wall.

8. Consider and act upon, accepting the bid amount of \$37,500.00 from Sunrise Construction, LLC to repair a portion of the Sandy Creek canal wall, and authorizing the Mayor to sign the Notice of Award to Sunrise Construction, LLC., and the Agreement to complete the repair. *(Peter Stasiak, City Manager)*

Executive Summary

The recommendation is to enter into an agreement with Sunrise Construction, LLC. for the Total Bid equal to \$37,500.00, to repair a portion of the Sandy Creek canal wall.

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 January 26, 2016, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending February 2, 2016. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item F, ratification of Supplemental Agreement Change Order #2 to Bronze Oak, LLC for the Airport Drainage Project in the amount of \$12,318.95 and adding 10 additional work days. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 2, **TABLED FROM THE JANUARY 26TH MEETING**; Consider and act upon, authorizing the Mayor to sign a service contract with ExecuTime Software, LLC for installation and maintenance of time entry software that interfaces with our Tyler Incode accounting software. *(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 January 26, 2016, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item C, regarding claims ending February 2, 2016. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item E, **TABLED FROM THE JANUARY 26TH MEETING**: Concur with Oklahoma Municipal Assurance Group denial of Claim No. 201398-LR. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item G, ratification of Change Order #6 to Carstensen Contracting for CIP#4 South Sixth Street in the amount of (\$27,112.36). *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item H, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-15-02-05, in the amount of \$ 13,045.00, 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 I, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-16-02-02, in the amount of \$2,580.00, for Engineering Services related to CIP#4 Final Quantity Audit 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 Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-16-03-01, in the amount of \$17,227.15, for Engineering Services and Construction Testing related to CIP#4A 6th Street 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 Carstensen Construction, Inc., Contractor's Application for Payment #5, in the amount of \$209,610.14, for Construction Services related to CIP#4 6th Street 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 L, authorization of payment to T. McDonald Construction, Inc., Contractor's Application for Payment #15, in the amount of \$31,886.17, 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)*
- Confirm action taken on City Council Agenda Item N, concur with Oklahoma Municipal Assurance Group denial of Claim No. 201478-LR. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 2, **TABLED FROM THE JANUARY 26TH MEETING**; Consider and act upon, authorizing the Mayor to sign a

service contract with ExecuTime Software, LLC for installation and maintenance of time entry software that interfaces with our Tyler Incode accounting software. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item 4, authorizing the Mayor to sign the Engineer's Certificate of Completion and the Certificate of Substantial Completion for the 2014 CDBG Water Improvements. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 5, authorizing the Mayor to sign the Final and Contractor's Pay Estimate No. Three (3) for the 2014 CDBG Water Improvements with Collins Waterworks, LLC. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 6, authorizing the Mayor to sign Change Order No. 3 to the contract with Katcon Inc. for Illinois Ave. Drainage Improvements. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 7, accepting the bid amount of \$134,682.30 from Katcon, Inc. to repair two (2) portions of the Sandy Creek canal wall, and authorizing the Mayor to sign the Notice of Award to Katcon, Inc., and the Agreement to complete the repair. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 8, accepting the bid amount of \$37,500.00 from Sunrise Construction, LLC to repair a portion of the Sandy Creek canal wall, and authorizing the Mayor to sign the Notice of Award to Sunrise Construction, LLC., and the Agreement to complete the repair. *(Peter Stasiak, City Manager)*

ADJOURN MPWA

RECONVENE COUNCIL MEETING

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____, 2016 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, January 12, 2016, at 6:00 P.M. after proper notice and agenda was posted, January 8, 2016 at 4:52 P.M.

Call to Order

Mayor Harrison called the meeting to order.

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

Roll Call

Council Roll Call was as follows:

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

Staff Present: Peter J. Stasiak, City Manager; Toni Ervin, CFO; Leroy Alsup, Community & Economic Development 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 December 8, 2015, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the December 22, 2015, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for December 16, 2015 through January 5, 2016. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$71,992.83; Nutrition - \$1,029.78; State Forfeiture Fund - \$875.00; Tourism Fund - \$4,536.82; SE Expo Center - \$44,846.77; E-911 - \$2,853.39; Economic Development - \$10,986.46; Grants & Contributions - \$12,705.28; Fleet Maintenance - \$5,859.56; CIP Fund - \$432,460.60; Federal Forfeiture Fund - \$26,183.00 and Technology Fund - \$2,392.81.

- D. Accept and place on file, the Pride in McAlester Second Quarter Report for Fiscal Year 2015-2016. *(Elizabeth Megaffin, Executive Director)*
- E. Consider and act upon, authorization of payment to Carstensen Construction, Inc., Contractor's Application for Payment #4, in the amount of \$82,815.77, for the construction of road and infrastructure improvements related to CIP#4 6th Street 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 T. McDonald Construction, Inc., Contractor's Application for Payment #14, in the amount of \$208,844.28, 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)*
- G. Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-15-02-04, in the amount of \$ 20,075.00, 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 Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-14-06-14, in the amount of \$2,583.00, 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)*
- I. Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-16-02-01, in the amount of \$3,805.00, for Engineering Services related to CIP#4 Final Quantity Audit 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 Bob Howard Auto Group in the amount of \$26,183.00 for one new and unused 2016 Dodge 4X4 Crew Cab Special Service Vehicle for the Police Narcotics Division on State of Oklahoma Vehicle Contract SW035 pursuant to Section 2-275 of the McAlester City Code. *(Toni Ervin, Chief Financial Officer)*
- K. Consider and act upon, authorizing the Mayor to sign a Disaster Emergency Proclamation for the City of McAlester due to flash flooding having occurred within McAlester on December 26, 2015 causing considerable damage to public and private properties. *(Peter Stasiak, City Manager)*
- L. Consider and act, to amend and approve the contract for legal services between the City of McAlester, Oklahoma and Ervin & Ervin, Attorneys at Law, L.L.P. *(Joe Ervin, City Attorney)*

Councilman Smith requested that Items "I and L" be removed for individual consideration.

A motion was made by Councilman Smith and seconded by Councilman Titsworth to approve Consent Agenda items "A through H and J and K".

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

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

NAY: None

Mayor Harrison declared the motion carried.

Items Removed from Consent Agenda

- I. Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-16-02-01, in the amount of \$3,805.00, for Engineering Services related to CIP#4 Final Quantity Audit and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account.
(Peter Stasiak, City Manager)

Councilman Smith moved to authorize payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-16-02-01, in the amount of \$3,805.00, for Engineering Services related to CIP#4 Final Quantity Audit and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. The motion was seconded by Councilman Titsworth.

Before the vote, there was a brief discussion concerning the projects' completion and if everything was satisfactory. The vote was then taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

- L. Consider and act, to amend and approve the contract for legal services between the City of McAlester, Oklahoma and Ervin & Ervin, Attorneys at Law, L.L.P. *(Joe Ervin, City Attorney)*

A motion was made by Councilman Smith and seconded by Councilman Karr to amend and approve the contract for legal services between the City of McAlester, Oklahoma and Ervin & Ervin, Attorneys at Law, L.L.P.

Before the vote, Councilman Smith commented that according to the City Charter the Council hired the City Attorney and he asked if any of the Council were interested in conducting an evaluation before approving another contract. He then inquired about the duties of the Paralegal.

Attorney Ervin explained that in the fiscal year 2015-2016 budget funds had been added to the legal line item to hire a paralegal. He commented that one had not been found until December. He added that the individual that had been hired had graduated from an accredited program and if this worked out, the individual would transition into City employment at the beginning of the 2016-2017 fiscal year.

After discussion among the Council, Manager Stasiak and Attorney Ervin concerning the paralegals duties, how she would be the City's contact with the Attorney's office, possibility of hiring an in-house attorney and how this might help with the backlog of work in the attorney's office, Councilman Smith moved to postpone this item until the next meeting. The motion was seconded by Councilman Karr and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

A motion was made by Councilman Smith and seconded by Councilman Karr to open a Public Hearing to address three (3) Ordinances.

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

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

NAY: None

Mayor Harrison declared the motion carried and the Public Hearing was opened at 6:23 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.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF McALESTER, OKLAHOMA AMENDING THE FOLLOWING SECTIONS 18-51; 18-53; 18-141; 18-216; 18-217; 18-242 and 18-249; REPEALING ALL CONFLICTING ORDINANCES AND DECLARING AN EMERGENCY.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF McALESTER, OKLAHOMA AMENDING SECTION 50-51; REPEALING ALL CONFLICTING ORDINANCES AND DECLARING AN EMERGENCY.

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

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

Mayor Harrison declared the motion carried and the Public Hearing was closed at 6:24 P.M.

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.

ORDINANCE NO. 2555

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 to approve **ORDINANCE NO. 2555** was made by Councilman Smith and seconded by Councilman Karr.

Before the vote, CFO Ervin addressed the Council reviewing the exhibit for the amendment and explained this would appropriate funds to repair the flood damage to sections of the Sandy Creek Canal.

After a brief discussion concerning the location of the projects, if the bridge that was to be removed would be replaced and creating a plan to address problems that affect the canal walls, the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

A motion to approve the EMERGENCY CLAUSE was made by Councilman Karr and seconded by Councilman Barnett. There was no discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

2. Consider and act upon, acceptance of the bid amount of \$119,038.01 from Sunrise Construction of Eufaula, Oklahoma and authorize the Mayor to sign the Notice of Award and the Construction Agreement with Sunrise Construction of Eufaula for the Sandy Creek Canal Wall, 2016 Project #1. *(Peter Stasiak, City Manager)*

Executive Summary

Motion to approve and to authorize the Mayor to sign the Notice of Award and the Construction Agreement with Sunrise Construction of Eufaula in the amount of \$119,038.01 for construction of the Sandy Creek Canal Wall, 2016 Project #1.

A motion was made by Councilman Karr and seconded by Councilman Barnett to accept the bid amount of \$119,038.01 from Sunrise Construction of Eufaula, Oklahoma and authorize the Mayor to sign the Notice of Award and the Construction Agreement with Sunrise Construction of Eufaula for the Sandy Creek Canal Wall, 2016 Project #1.

Before the vote, there was a brief discussion concerning the amount of canal wall that had been affected by the flood water, the very low bid figures and if the consulting engineering firm was confident with the numbers and the contractor.

The vote was then taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

3. Consider and act upon, acceptance of the bid amount of \$109,057.00 from KATCON, Inc. and authorize the Mayor to sign the Notice of Award and the Construction Agreement with KATCON, Inc. for Miscellaneous Contract 2015 #2. *(Peter Stasiak, City Manager)*

Executive Summary

Motion to approve and to authorize the Mayor to sign the Notice of Award and the Construction Agreement with KATCON, Inc. in the amount of \$109,057.00 for Miscellaneous Contract 2015 #2.

A motion was made by Councilman Smith and seconded by Councilman Karr to approve the bid amount of \$109,057.00 from KATCON, Inc. and authorize the Mayor to sign the Notice of Award and the Construction Agreement with KATCON, Inc. for Miscellaneous Contract 2015 #2.

Before the vote, Manager Stasiak informed the Council that this was the second bid on this item because the City had not been comfortable with the results of the first bid.

After a brief discussion concerning the contractor's familiarity with Change Orders and what this contract was for, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

4. Consider and act upon, authorizing the Mayor to sign Change Order No. 13 to the contract with Carstensen Contracting, Inc. for the Final Cleanup of Quantities on CIP#4.
Peter Stasiak, City Manager)

Executive Summary

Motion to approve Change Order No. 13 to the contract with Carstensen Contracting, Inc. and authorizing the Mayor to sign Change Order No. 13 in the amount of (\$44,182.40) for Final Cleanup of Quantities on CIP#4.

A motion was made by Councilman Karr and seconded by Councilman Smith to approve and authorize the Mayor to sign Change Order No. 13 in the amount of (\$44,182.40) for Final Cleanup of Quantities on CIP#4.

Before the vote, Manager Stasiak explained that construction on South Street had been completed and the final walk through had been performed. He added that this Change Order resulted in a \$44,182.40 deduction from the original contract.

Dale Burke, P.E., President of Infrastructure Solutions Group, LLC dba Mehlburger Brawley informed the Council that everything was in order with the project. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

5. Consider and act upon, authorizing the Mayor to sign the Final and Contractor's Pay Estimate No. 8 for the contract with Carstensen Contracting, Inc. for construction services on CIP#4 and accept the project as completed. *(Peter Stasiak, City Manager)*

Executive Summary

Motion to approve final payment of \$156,730.21 for CIP#4 and accept the project as completed.

A motion was made by Councilman Smith and seconded by Councilman Karr to authorize the Mayor to sign the Final and Contractor's Pay Estimate No. 8 for the contract with Carstensen Contracting, Inc. for construction services on CIP#4 and accept the project as completed.

Before the vote, Manager Stasiak informed the Council that this project was complete and this was the final payment.

Councilman Smith inquired about how the road behind Will Rogers School was working out. Manager Stasiak stated that it had worked out very well and was still being used. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

6. Consider and act upon, authorizing the Mayor to sign Change Order No. 2 to the contract with Katcon Inc. for Illinois Ave. Drainage Improvements. (*Peter Stasiak, City Manager*)

Executive Summary

Motion to approve Change Order No. 2 to the contract with Katcon Inc. and authorizing the Mayor to sign Change Order No. 2 which extends the completion date to January 22, 2016 by adding 9 days due to inclement weather.

A motion was made by Councilman Smith and seconded by Councilman Karr to approve and authorize the Mayor to sign Change Order No. 2 which extends the completion date to January 22, 2016 by adding 9 days due to inclement weather.

Before the vote, Manager Stasiak informed the Council that this Change Order was due to the most recent rain storm and that it added nine (9) days to the contract.

Mayor Harrison inquired about the dates and if this completed the rain days. Manager Stasiak stated that he would verify the dates. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

7. Consider and act upon, authorizing the Mayor to sign Change Order No. 8 to the contract with T. McDonald Construction Inc. for CIP#3 Second Street Improvements. (*Peter Stasiak, City Manager*)

Executive Summary

Motion to approve Change Order No. 8 to the contract with T. McDonald Construction Inc. and authorizing the Mayor to sign Change Order No. 8 in the amount of \$3,948.00 and adding 5 working days to the completion date.

A motion was made by Councilman Karr and seconded by Councilman Smith to approve and authorize the Mayor to sign Change Order No. 8 to the contract with T. McDonald Construction Inc., for CIP#3 Second Street Improvements, in the amount of \$3,948.00 and adding 5 working days to the completion date.

Before the vote, Manager Stasiak informed the Council that he would turn this item over to Dale Burke, P.E., President Infrastructure Solutions Group, LLC.

Mr. Burke addressed the Council explaining that this driveway had been poured at the address and afterward started receiving complaints from the owner of cars dragging their bottoms when pulling onto the driveway. He stated that they had reviewed the plans and want to redo the driveway as it was originally. He added that they would make the necessary adjustments to remain ADA compliant.

After a brief discussion concerning the number, if any, of other driveways that had encountered this problem and how the company planned on addressing the problem, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

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

Executive Summary

Motion to approve the purchase of a new SCBA Mask. The cost of the masks not to exceed \$900.00. Purchase to be made with funds from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

A motion was made by Councilman Smith and seconded by Councilman Karr to approve the purchase of a new SCBA Mask, not to exceed \$900.00 and to be made with funds from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Before the vote, Chief Brewer addressed the Council explaining that the new replacement mask was for one of the new firefighters.

After a brief discussion concerning the new recruits mask, at what amount are bids obtained and this item being handled by only one company, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

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

Executive Summary

Motion to approve the purchase of walkie batteries. The cost of the batteries not to exceed \$800.00. Purchase to be made with funds from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Councilman Karr moved to approve purchase of walkie batteries not to exceed \$800.00 and to be made with the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services. The motion was seconded by Councilman Smith.

Before the vote, Chief Brewer addressed the Council stating that the batteries were for the hand held radios. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

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

Executive Summary

Motion to approve the cost of equipment necessary for a ropes rescue team. Funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services. Approx. cost \$5000.00.

A motion was made by Councilman Smith and seconded by Karr to approve the cost of equipment necessary for a ropes rescue team, approximate cost of \$5,000.00 and purchase to be made out of the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Before the vote, there was discussion concerning the equipment to be purchased, the varying equipment lists and companies for the equipment, and if only one company was to be ordered from.

Councilman Smith moved to table this item until the next meeting. The motion was seconded by Councilman Karr and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

11. Consider and act upon, an ordinance amending the Code of Ordinances, City of McAlester, Oklahoma amending the following Sections 18-51; 18-53; 18-141; 18-216; 18-217; 18-242 And 18-249; repealing all conflicting ordinances and declaring an emergency. (*Leroy Alsup, Community and Economic Development Director, George Estrada, Building Inspector*)

Executive Summary

Motion to act upon and approve the above ordinance amending the following Sections 18-51; 18-53; 18-141; 18-216; 18-217; 18-242 and 18-249; repealing all conflicting ordinances and declaring an emergency and authorizing the Mayor to sign the ordinance.

ORDINANCE NO. 2556

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF MCALESTER, OKLAHOMA AMENDING THE FOLLOWING SECTIONS 18-51; 18-53; 18-141; 18-216; 18-217; 18-242 and 18-249; REPEALING ALL CONFLICTING ORDINANCES AND DECLARING AN EMERGENCY.

A motion was made by Councilman Karr and seconded by Councilman Smith to approve **ORDINANCE NO. 2556**, amending Chapter 18 of the City of McAlester's Code of Ordinances.

Before the vote, Director Alsup addressed the Council explaining that effective November 1, 2015, the Oklahoma Uniform Building Code Commission adopted several new additions of the Building Codes published by the International Code Council (ICC) and to remain current with State Codes the City of McAlester was adopting those same additions.

After a brief discussion concerning why the fee structure had not changed and if permits were verified for all construction sites, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

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

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

NAY: None

Mayor Harrison declared the motion carried.

12. Consider and act upon, an ordinance amending the Code of Ordinances, City of McAlester, Oklahoma amending Article III Fire Prevention Code, Section 50-51; repealing all conflicting ordinances and declaring an emergency. (*Brett Brewer, Fire Chief*)

Executive Summary

Motion to act upon and approve the above ordinance amending Article III Fire Prevention Code, Section 50-51; repealing all conflicting ordinances and declaring an emergency and authorizing the Mayor to sign the ordinance.

ORDINANCE NO. 2557

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF MCALESTER, OKLAHOMA AMENDING SECTION 50-51; REPEALING ALL CONFLICTING ORDINANCES AND DECLARING AN EMERGENCY.

A motion was made by Councilman Smith and seconded by Councilman Karr to approve **ORDINANCE NO. 2557**, amending Chapter 50 of the City of McAlester's Code of Ordinances.

Before the vote, Chief Brewer addressed the Council explaining that the International Fire Code, 2015 edition had been adopted by the Oklahoma Uniform Building Code Commission on November 1, 2015 and in order to stay in line with the new regulations the City of McAlester needed to adopt the new edition also. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

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

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

NAY: None

Mayor Harrison declared the motion carried.

13. **TABLED FROM DECEMBER 22, 2015 MEETING:** 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

Per the request of ODOT, Staff recommends tabling this item until the January 26th Meeting due to the additional calculations previously requested being incomplete at this time. Estimates on the additional Ped Crossing and the 80-20/50-50 split are currently being worked.

Mayor Harrison commented that per the agenda report it was suggested that this item be tabled again because ODOT had not completed their calculations that had been previously requested.

After a brief discussion concerning the analysis of the traffic signals in question and the money that had been allotted by the State to help in the funding of this project, Councilman Karr moved to table this item until the next meeting. The motion was seconded by Councilman Smith and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

14. Consider and act upon, a resolution setting the election dates for Wards 1, 3, 5 and Mayor. (*Joe Ervin, City Attorney*)

Executive Summary

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

A motion was made by Councilman Karr and seconded by Councilman Smith to approve RESOLUTION NO. 16-01, calling and setting the election dates for Wards 1, 3, 5 and Mayor.

Before the vote, Attorney Ervin addressed the Council explaining what had occurred with the previous Resolution, the changes in the State of Oklahoma's election laws, how those changes affected municipalities and what the filing dates for an April 5, 2016 election should.

Mayor Harrison asked if the previous Resolution needed to be rescinded and Attorney Ervin commented that it did not.

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

AYE: Councilman Karr, Smith, Barnett, Titsworth & 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 reported that reports on CIP #4-A, 6th Street is ahead of schedule and weather permitting the street should be open by February 14th. He stated that CIP #3 had been delayed because of weather, at the next Regular Council meeting the City was required, by Charter, to do the Mid-Year Budget Review and during that review the City would be bringing forward funding for additional projects for the Council's consideration. He added that he would be leaving at 11:00 A.M. on Wednesday to attend the City Managers Association of Oklahoma's Conference in Norman and he would be returning Friday around 3:00 P.M.

Remarks and Inquiries by City Council

Councilmen Karr, Smith, Titsworth and Barnett did not have any comments for the evening.

Mayor's Comments and Committee Appointments

Mayor Harrison did not have any comments for the evening.

Recess Council Meeting

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

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

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

Mayor Harrison declared the motion carried and the meeting was recessed at 7:13 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:15 P.M.

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 Councilman Titsworth.

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

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

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 7:16 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

The McAlester City Council met in a Regular session on Tuesday, January 26, 2016, at 6:00 P.M. after proper notice and agenda was posted, January 22, 2016 at 2:48 P.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; Leroy Alsup, Community & Economic Development Director; Gary Wansick, Police Chief; Brett Brewer; Fire Chief; 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 Claims for January 6, 2016 through January 19, 2016. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$124,011.20; Nutrition - \$2,885.99; Landfill Res./Sub-Title D - \$7,978.00; State Forfeiture Fund - \$590.00; Tourism Fund - \$5,917.77; SE Expo Center - \$17,431.41; E-911 - \$14,429.00; Economic Development - \$22,194.88; Grants & Contributions - \$6,074.47; Fleet Maintenance - \$6,824.29; Worker's Compensation - \$941.68; CIP Fund - \$11,496.56 and Technology Fund - \$637.55.
- B. Consider and act upon, a request from the University of Oklahoma, National Resource Center for Youth Services, to partner with them for the rental fee for the use of the Southeast Expo Center for their event, "Empowering OK Successful Adulthood Conference-Where Will You Be in 2016" for April 29, 2016 in the amount of \$315.00. *(Jerry Lynn Wilson, Community Services)*

- C. Consider and act upon, a request by the Italian Festival Foundation to partner with them for the rental fee for the use of the Southeast Expo Center for the 2016 Annual Italian Festival in the amount of \$2,125.00. *(Jerry Lynn Wilson, Community Services)*
- D. Consider and act upon, approval by the Council for the charge-off of \$1,049.92 currently owed the City of McAlester on an existing and active residential water account. *(Peter Stasiak, City Manager)*
- E. Concur with Oklahoma Municipal Assurance Group denial of Claim No. 201287-LR. *(Cora Middleton, City Clerk)*
- F. Concur with Oklahoma Municipal Assurance Group denial of Claim No. 201398-LR. *(Cora Middleton, City Clerk)*
- G. Consider and act upon, authorizing the Mayor to sign service contract with Technical Programming Services, Inc. (TPSi) to print and mail our utility bills. *(Toni Ervin, Chief Financial Officer)*
- H. Consider and act upon, authorizing the Mayor to sign service contract with ExecuTime Software, LLC for installation and maintenance of time entry software that interfaces with our Tyler Incode accounting software. *(Toni Ervin, Chief Financial Officer)*
- I. Consider and act upon, authorization of payment to EST, Inc., Invoice # 36198, in the amount of \$11,505.00 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 # 36199, in the amount of \$25,462.50 for Construction Management Services and Materials Testing Services related to CIP#4A 6th Street and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*

Vice-Mayor Read requested that items "E and F" be removed for individual consideration and Councilman Smith requested that Items "G, H and J" be removed for individual consideration.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve Consent Agenda items "A through D and I".

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

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

Mayor Harrison declared the motion carried.

Items Removed from Consent Agenda

- E. Concur with Oklahoma Municipal Assurance Group denial of Claim No. 201287-LR.
(Cora Middleton, City Clerk)

A motion was made by Councilman Smith and seconded by Councilman Karr to concur with Oklahoma Municipal Assurance Group denial of Claim No. 201287-LR.

Before the vote, Vice-Mayor Read inquired about the reported damage to the citizens vehicle and after discussion concerning the street construction, what the trench had been cut for, the trench not being repaired in a timely manner, how hard a vehicle would have had to hit the trench to cause the reported damage, how the trench had been filled, looking at each claim individually, the Council approving a claim and not setting a precedence if they approved the claim, a motion to approve paying the claim was made by Vice-Mayor Read and seconded by Councilman Garvin.

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

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

Mayor Harrison declared the motion carried.

- F. Concur with Oklahoma Municipal Assurance Group denial of Claim No. 201398-LR.
(Cora Middleton, City Clerk)

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to concur with Oklahoma Municipal Assurance Group denial of Claim No. 201398-LR.

Before the vote, Vice-Mayor Read commented that not all of the information was available for this item. Manager Stasiak recommended that this item be tabled until the next meeting so the rest of the information could be made available to the Council.

Vice-Mayor Read moved to table this item until the next meeting. The motion was seconded by Councilman Smith and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

- G. Consider and act upon, authorizing the Mayor to sign service contract with Technical Programming Services, Inc. (TPSi) to print and mail our utility bills. (Toni Ervin, Chief Financial Officer)

A motion was made by Councilman Karr and seconded by Councilman Smith to authorize the Mayor to sign a service contract with Technical Programming Services, Inc. (TPSi) to print and mail our utility bills.

Before the vote Councilman Smith commented that there was no Agenda Report to explain this item and he asked if Agenda Reports could be included for all packet items in the future.

Attorney Ervin commented that there were some minor changes that needed to be made to the agreement and he recommended that the agreement be approved subject to those changes.

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

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

NAY: None

Mayor Harrison declared the motion carried.

H. Consider and act upon, authorizing the Mayor to sign service contract with ExecuTime Software, LLC for installation and maintenance of time entry software that interfaces with our Tyler Incode accounting software. *(Toni Ervin, Chief Financial Officer)*

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to authorize the Mayor to sign service contract with ExecuTime Software, LLC for installation and maintenance of time entry software that interfaces with our Tyler Incode accounting software.

Before the vote, Councilman Smith commented that this item did not have an agenda report either and except for the CFO's letter there was no explanation.

After a lengthy discussion among the Council including CFO Ervin and Attorney Ervin concerning the support fees, what the committee had based their recommendation on, what costs were being approved at the meeting, how long this issue had been discussed, how the supervisors would verify the employees time, where the funding for this software would come from, Councilman Titsworth moved to table this item until the next meeting. The motion was seconded by Councilman Smith and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

J. Consider and act upon, authorization of payment to EST, Inc., Invoice # 36199, in the amount of \$25,462.50 for Construction Management Services and Materials Testing Services related to CIP#4A 6th Street and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*

A motion was made by Councilman Smith and seconded by Councilman Karr to authorize payment to EST, Inc., Invoice # 36199, in the amount of \$25,462.50 for Construction Management Services and Materials Testing Services related to CIP#4A 6th Street and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account.

Before the vote, Councilman Smith stated that this item did not have an agenda report and he had been confused with the emails.

After a brief discussion that included Dale Burke, P.E., President of Infrastructure Solutions Group, LLC dba Mehlburger Brawley, concerning why this payment had not been approved earlier, the vote was taken as follows:

AYE: Councilman Smith, Karr, Barnett, Titsworth, Read, Garvin & 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 an Ordinance amending the operating Budget for fiscal year 2015-2016.

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

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

NAY: None

Mayor Harrison declared the motion carried and the Public Hearing was opened at 6:48 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 other 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, Karr, Garvin, Barnett, Titsworth & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried and the Public Hearing was closed at 6:48 P.M.

Scheduled Business

1. Consider and act upon, accepting the annual City of McAlester Audited Financial Statements and Independent Auditor's Report for Fiscal Year ending June 30, 2015.
(Toni Ervin, Chief Financial Officer)

Executive Summary

Motion to accept the annual Audit for Fiscal Year ending June 30, 2015 for the City of McAlester

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to accept the annual City of McAlester Audited Financial Statements and Independent Auditor's Report for Fiscal Year ending June 30, 2015.

Before the vote, CFO Ervin addressed the Council explaining that the remaining members of the Audit & Finance Advisory Committee had reviewed the Audit and had signed a letter recommending that the Council approve and accept the City of McAlester Audited Financial Report.

Nate Atchison with Finley & Cook, addressed the Council informing them that his firm had issued a clean audit report. He added that they had also conducted a Single Audit on the Grant funds that the City had received and also found no issues there. He stated that they had been given all information requested in a timely manner.

Mayor Harrison stated that the City had anticipated having a Special Meeting at the end of the year but a lightning strike at the Crawford office had prevented the preparation of the financials. Otherwise, the City would have met the yearend deadline for the audit.

CFO Ervin informed the Council that there was a special page in the financials for the CAFR Award from last year and as soon as the Audit is accepted it will be submitted for the CAFR again this year.

Mayor Harrison confirmed that the Council had received all written documents from the audit firm. There was no further 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.

2. **TABLED FROM THE JANUARY 12TH MEETING:** 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.

A motion was made by Councilman Garvin and seconded by Vice-Mayor Read to approve and authorize the Mayor to sign RESOLUTION NO. 16-02, in agreement with Oklahoma

Department of Transportation for the removal of unwarranted traffic signals on Carl Albert Parkway.

Before the vote, Manager Stasiak commented that this had been tabled from a previous meeting. He added that the resolution had been updated and a map was provided to show the Council what the proposed changes would look like. He stated that Chad Pendley with ODOT was present to answer any questions that the Council may have.

Mr. Pendley addressed the Council reviewing the proposed changes to the traffic signals along Carl Albert Parkway and the percent of matching funding the State of Oklahoma was prepared to provide for these changes.

After a brief discussion concerning the "A" Street intersection and when this project could be started the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

3. Discussion and presentation of the Mid-Year Review of Fiscal Year 2015-2016. *(Toni Ervin, Chief Financial Officer, Peter Stasiak, City Manager)*

Executive Summary

Mid-Year Review of Fiscal Year 2015-2016 Budget.

Manager Stasiak addressed the Council explaining that CFO Ervin and he would be reviewing the present state of the City's finances, what had been accomplished and what was planned for the future.

CFO Ervin reviewed the major fund balances as of June 30, 2015 after the audit. She reviewed the expenditures as of December 31, 2015 commenting that even though the City was under on its' revenues, the expenditures were under budget also. She stated that the projections that she had done through the end of the fiscal year indicated that both the revenues and expenditures would be under budget. CFO Ervin reviewed the City of McAlester's revenue sources and compared Oklahoma municipalities with Texas cities and cities throughout the United States. She commented that Oklahoma cities were the only cities that were dependent on sales tax. She then explained how the sales tax revenues the City of McAlester received were distributed. She reviewed the employee headcount for fiscal year 2015-2016.

Manager Stasiak addressed the Council commenting on how tightly the City Department heads watch the expenditures. He then reviewed the projects that had been completed and the projects that were currently in progress. Manager Stasiak reviewed projects that were currently in planning and how each of those proposed projects would be funded.

There was a brief discussion concerning a crack sealing program, a street maintenance program and an overall plan for the improvements at the water treatment plant.

There was no vote on this item.

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

Executive Summary

Motion to approve the budget amendment ordinance.

ORDINANCE NO. 2558

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 Vice-Mayor Read and seconded by Councilman Smith amending the Budget for fiscal year 2015-2016.

Before the vote, CFO Ervin addressed the Council reviewing the exhibits to the amendment. She commented that the Defined Pension Benefit was being moved to an Interdepartmental by fund budgeting system, and additional funds were being appropriated for consultant fees, DEQ fees, Worker's Compensation and several planned projects. 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.

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

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

NAY: None

Mayor Harrison declared the motion carried.

5. Consider and act upon, authorizing the Mayor to issue funds in the amount of \$3,214.00 to the Pittsburg County Regional Expo Authority Board. *(Bill Derichsweiler)*

Executive Summary

Staff recommends the authorization of funds in the amount of \$3,214.00 to Pittsburg County Regional Expo Authority as assistance for estimated utility expenditures for the balance of fiscal year 2015-2016.

A motion was made by Councilman Garvin and seconded by Councilman Karr to authorize the Mayor to funds in the amount of \$3,214.00 to the Pittsburg County Regional Expo Authority Board.

Before the vote, Manager Stasiak explained that he had been contacted by Stephanie Wilson a new member of the Pittsburg County Regional Expo Authority Board. He added that the Expo Board was requesting assistance with their remaining fiscal year utility expenditures. He reminded the Council that in 2012 Mr. Derichsweiler had approached the Council asking for funding to help with operating and maintenance costs at the fairgrounds.

Stephanie Wilson addressed the Council commenting that she would answer any questions she could about the programs that were going on at the fairgrounds.

There was discussion among the Council and Ms. Wilson concerning the County's contributions, the maintenance that was needed, the Live Stock Show Board's expected contribution, approaching the Choctaw Nation to inquire about possible funding, the annual budget or expenditures that the Expo Board had, possible documents that stated what the City did and what the County did, creating such a document if one did not already exist, the Archery Park and funding this request contingent upon work being done on a budget and a plan for what was to be done at the fairgrounds.

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

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

NAY: Vice-Mayor Read

Mayor Harrison declared the motion carried.

- 6. TABLED FROM THE JANUARY 12TH MEETING:** Consider and act upon, approval of certain costs related to the Fire Department. Funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services. *Brett Brewer, Fire Chief*)

Executive Summary

Motion to approve the cost of equipment necessary for a ropes rescue team. Funds to be used from the City of McAlester's Fire Department portion of the county quarter cent excise tax for fire services. Approx. cost, \$6,000.00.

A motion was made by Councilman Karr and seconded by Councilman Garvin to approve cost of equipment necessary for a ropes rescue team. Funds to be used from the City of McAlester's Fire Department portion of the county quarter cent excise tax for fire services. Approx. cost, \$6,000.00.

Before the vote, Chief Brewer addressed the Council explaining that the Fire Department had obtained two (2) quotes for the requested purchase and the lowest responsive quote was from "Rescue Response Gear" in the amount of \$5,565.30.

Councilman Smith stated that he appreciated the format this had been presented in. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

New Business

There was no new business.

City Manager's Report

- Report on activities for the past two weeks.

Manager Stasiak reported that he had distributed a memo regarding complaints received September 1, 2015 through December 31, 2015 that had been emailed to them over the weekend. He reviewed some of the complaints, what departments were affected, the number of complaints, how the complaints were handled and the time it took for the complaints to be addressed

Remarks and Inquiries by City Council

Councilmen Smith, Titsworth, Read and Barnett did not have any comments for the evening.

Councilmen Karr inquired about the water leak issue and asked if there was anything that could be done to help reduce that problem. He also inquired about plans to address the City's street issue.

Manager Stasiak commented that the City was utilizing the CDBG projects to help address the aging water infrastructure in the North Town area.

Mayor Harrison commented that in theory automated water meters could alert the City of potential problems with customer accounts.

Manager Stasiak stated that the automated meter system could detect unusual use in customer accounts and notify the City of the matter. He added that the City was waiting to get through the election so any new Councilmen could be included in budget planning and the streets would be addressed during the budget process.

Councilman Garvin commented on the progress on the 6th Street project and complimented all of the City's departments on their work and their positive attitudes.

Mayor's Comments and Committee Appointments

Mayor Harrison did not have any comments for the evening.

Recess Council Meeting

Mayor Harrison asked for a motion to recess the Regular Meeting to convene the Authorities. Councilman Smith moved to recess the Regular Meeting and convene the Authorities. The

motion was seconded by Vice-Mayor Read. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 7:59 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 8:01 P.M.

Councilman Smith moved to recess the Regular Meeting for an Executive Session in accordance with Title 25, Sec. 307.B.1, to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Attorney, Ervin & Ervin and Title 25, Sec. 307.B.4; Legal Update on Pending Claims. The motion was seconded by Vice-Mayor Read and the vote was taken as follows:

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

NAY: None

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

Executive Session

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (1), to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Attorney, Ervin & Ervin
- 2) Title 25, Sec. 307 (B) (4), Legal Updates on Pending Claims

Reconvene Council Meeting

The Regular Meeting was reconvened at 8:50 P.M. Mayor Harrison reported that the Council had recessed the Regular Meeting for an Executive Session to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Attorney, Ervin & Ervin, in accordance with Title 25, Sec. B.1 and for Legal Updates on Pending Claims, in accordance with Title 25, Sec. B.4. Only those matters were discussed, no action was taken and the Council returned to open session at 8:50 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 8:50 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**January 20, 2016
Thru
February 2, 2016**

PACKET : 13715 13726 13728 13743 13752 13756 13758 13760

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00016	AARON BOATRIGHT					
		I-201601288243	01 -5431207	CLOTHING ALLO REIMB CLOTHING ALLOWANCE	077089	132.98
01-A00026	AT & T LONG DISTANCE					
		I-201601218226	01 -5215315	TELEPHONE UTI PHONE UTIL-LONG DIST SVS	077059	120.25
01-A00154	PROPHET EQUITY II-B					
		I-PR11208935	01 -5215316	REPAIRS & MAI BLDG RENTAL FEES-PW FAC	077090	307.87
		I-PR11208936	01 -5215316	REPAIRS & MAI BLDG RENTAL FEES-PW FAC	077090	307.87
01-A00200	ADAM TRUE VALUE & AC SU					
		I-287206	01 -5865218	STREET REPAIR GRASS SEED FOR TEN SPRING	077091	47.00
01-A00229	ADVANTAGE TRUCK AND AUT					
		I-49770	01 -5544203	REPAIRS & MAI SPLASH GUARDS	077093	90.00
01-A00267	AIRGAS, INC					
		I-9047145254	01 -5432202	OPERATING SUP OXYGEN & EMS SUPPLIES	077094	121.57
		I-9932580457	01 -5548203	REPAIRS & MAI YEARLY BOTTLE LEASE	077094	361.75
		I-9932590164	01 -5432202	OPERATING SUP OXYGEN & EMS SUPPLIES	077094	427.00
01-A00362	VYVE BROADBAND					
		I-201601218228	01 -5431328	INTERNET SERV INTERNET SVS-N FIRE STATION	077060	62.95
		I-201601218228	01 -5431328	INTERNET SERV INTERNET SVS-S FIRE STATION	077060	62.95
		I-201601278236	01 -5865328	INTERNET SERV INTERNET SVS-PUBLIC WKS FAC	077075	83.85
		I-201601278236	01 -5547328	INTERNET SERV INTERNET SVS-CEMETERY	077075	61.64
01-A00751	ATWOODS					
		I-2959/9	01 -5431203	REPAIRS & MAI MAINT. SUPPLIES	077099	53.47
		I-2965/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077099	30.81
		I-2974/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077099	16.96
		I-2975/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077099	14.17
		I-2979/9	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077099	55.98
		I-2981/9	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	077099	67.32
		I-2983/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077099	76.85
		I-2987/9	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	077099	15.97
01-B00089	BANK OF OKLAHOMA					
		I-5090076	01 -5547308	CONTRACTED SE CEM CARE FUND ADMIN FEE	077100	368.08
01-B00503	BROKEN ARROW ELECTRIC S					
		I-S1995784.001	01 -5548203	REPAIRS & MAI MISC ELEC REPAIR ITEMS	077104	28.96
		I-S1995842.001	01 -5548203	REPAIRS & MAI MISC ELEC REPAIR ITEMS	077104	300.81
		I-S1996805.002	01 -5548203	REPAIRS & MAI MISC ELEC REPAIR ITEMS	077104	87.20
		I-S1998102.001	01 -5548203	REPAIRS & MAI MISC ELEC REPAIR ITEMS	077104	58.49
		I-S2001583.001	01 -5548203	REPAIRS & MAI MISC ELEC REPAIR ITEMS	077104	6.12
01-C00149	CANON FINANCIAL SERVICE					
		I-15672701	01 -5215312	EQUIPMENT REN MONTHLY COPIER LEASE	077106	71.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00149	CANON FINANCIAL SERVICE	continued				
	I-15706914	01 -5215312	EQUIPMENT REN MONTHLY COPIER LEASE	077106	873.50	
01-C00900	CYNTHIE CUMBIE dba CUST					
	I-1400	01 -5210480	CONTINGENCY WEIGHT LOSS CHALLENG	077113	320.00	
01-D00097	DASH MEDICAL GLOVES, IN					
	I-INV0972274	01 -5432202	OPERATING SUP EMS SUPPLIES	077114	307.60	
01-D00684	DR. JASON MCELYEA					
	I-007	01 -5432308	CONTRACTED SE EMS CONTRACT SVS-JAN 2016	077125	1,071.00	
01-E00241	ENVIRONMENTAL SYSTEMS R					
	I-93081175	01 -5225349	SOFTWARE MAIN GIS SOFTWARE	077126	1,444.95	
01-E00266	ERVIN & ERVIN ATTORNEYS					
	I-201602018248	01 -5214302	CONSULTANTS CONTRACT LEGAL SVS-FEB 2016	077087	3,125.00	
01-F00037	FASTENAL					
	C-144351 CR	01 -5431203	REPAIRS & MAI MISC REPAIR ITEMS	077127	9.21-	
01-G00490	GRISSOM IMPLEMENT INC					
	I-527143	01 -5547203	REPAIRS & MAI WEEDWATER LINE	077130	69.98	
01-H00223	CLEVELAND PETROLEUM PRO					
	I-88958	01 -5547212	FUEL EXPENSE 600 GAL DIESEL FOR CEM.	077132	780.00	
01-I00049	IDEAL CLEANING					
	I-201601288244	01 -5548308	CONTRACTED SE MONTHLY CLEANING SVS	077133	1,395.00	
01-I00120	TYLER TECHNOLOGIES					
	I-025-145716	01 -5213336	FEES MONTHLY SUPPORT FEES-COURT	077135	200.00	
	I-025-145716	01 -5225349	SOFTWARE MAIN MONTHLY SUPPORT FEES-IT	077135	220.50	
01-I00215	INTERNT'L ASSOC OF CHIE					
	I-1001192385	01 -5321331	EMPLOYEE TRAV IACP MEMBERSHIP	077137	150.00	
01-I00224	INTERNATIONAL CODE COUN					
	I-1000647298	01 -5652202	OPERATING SUP 2015 CODE BOOKS-CODE	077138	234.00	
01-J00121	JAMESCO ENTERPRISES, LL					
	I-12517	01 -5215202	OPERATING SUP JANITORIAL SUPPLIES	077139	274.83	
	I-12564	01 -5542202	OPERATING SUP JANITORIAL SUPPLIES	077139	399.37	
01-J00162	JD THOMAS dba J.D. THOM					
	I-208189	01 -5865218	STREET REPAIR ROAD REPAIRS-E WWM	077140	13,728.00	
01-K00066	KATCON INC.					
	C-201602028257	01 -5865404	STREET REPAIR CREDIT TO CORRECT POSTING ERRO 000000		60,284.47-	

PACKET : 13715 13726 13728 13743 13752 13756 13758 13760
 VENDOR SET: Mult
 FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-K00066	KATCON INC.	continued				
		I-PAY REQUEST #3	01 -5865404	STREET REPAIR MISC STREET REPAIR CONTRA	077143	60,284.47
01-L00380	LOCKE SUPPLY CO.					
		I-2760738-00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077149	136.18
01-L00428	LOWE'S CREDIT SERVICES					
		I-02877	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077150	59.44
		I-05820	01 -5431203	REPAIRS & MAI MISC REPAIR ITEMS	077150	56.92
		I-901804	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077150	231.46
		I-907704	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077150	16.71
01-M00280	MEGAPATH CLOUD COMPANY,					
		I-201601278240	01 -5215315	TELEPHONE UTI PHONE UTIL-LONG DISTANCE SVS	077077	416.65
01-M00487	MILLER OFFICE EQUIPMENT					
		I-MCA377477	01 -5215312	EQUIPMENT REN MONTHLY COPIER SVS FEE	077151	516.13
01-M00570	MOORE MEDICAL CORP.					
		I-98911686	01 -5432202	OPERATING SUP EMS SUPPLIES	077154	314.16
		I-98922009	01 -5432202	OPERATING SUP EMS SUPPLIES	077154	1,017.69
01-MC0098	MCAFFEE & TAFT					
		I-475165	01 -5210302	CONSULTANTS/L LEGAL FEES-IAFF	077156	552.00
		I-475166	01 -5210302	CONSULTANTS/L LEGAL FEES-IAFF	077156	72.00
		I-475167	01 -5210302	CONSULTANTS/L LEGAL FEES-IAFF	077156	428.00
		I-475167	01 -5214302	CONSULTANTS LEGAL FEES	077156	48.00
		I-475168	01 -5210302	CONSULTANTS/L LEGAL FEES-IAFF	077156	624.00
		I-475169	01 -5210302	CONSULTANTS/L LEGAL FEES-IAFF	077156	168.00
01-MC0146	PITTSBURG COUNTY EMERGE					
		I-201602028251	01 -5101353	PITTSBURG EME FEB EMERGENCY MGMT FEES	077158	4,166.66
01-M00059	FEDERAL EMERGENCY MANAG					
		I-015778787-001	01 -5215322	LIABILITY INS FLOOD INS PREMIUM-SBC	077207	10,997.00
01-N00250	MCALISTER NEWS CAPITAL					
		I-1501255	01 -5542330	DUES & SUBSCR YEARLY SUBSCRIPTION FEE	077159	167.88
		I-300005747	01 -5101350	ELECTIONS COUNCIL PUBLICATION-ELECT	077159	143.10
		I-300005766	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	077159	14.35
		I-300005767	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	077159	15.70
		I-300005768	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	077159	16.60
01-O00039	OCCUPATIONAL MEDICINE					
		I-1-20-16	01 -5653348	DRUG TESTING/ PHYSICAL CAPACITY TESTS	077163	98.00
01-O00075	O'REILLY AUTO PARTS					
		I-0230-347387	01 -5431203	REPAIRS & MAI MISC REP PARTS	077164	17.29

PACKET : 13715 13726 13728 13743 13752 13756 13758 13760

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000345	OKLA DEPT OF LABOR					
	I-627053	01 -5548203	REPAIRS & MAI	BOILER INSPECTION FEE	077169	25.00
01-000427	OKLA UNIFORM BUILDING C					
	I-JAN 2016 FEES	01 -5652336	FEES	BUILDING PERMIT FEES	077170	84.00
01-000520	OIL-OK INDEPENDENT LIVI					
	I-012016-2015-2016	01 -5101355	OIL-OK FOR IN CONTRACT-OK FOR INDEPENDENT LI		077171	2,000.00
01-P00073	PAMELA BOURLAND-RUPE					
	I-15-01404	01 -5215323	DAMAGES	DAMAGE CLAIM-96 NISSAN PU	077172	676.65
01-P00310	PITNEY BOWES INC					
	I-7215429-JA16	01 -5215312	EQUIPMENT REN	LEASE ON POSTAGE MACH.	077174	2,114.97
01-P00510	PRO-KIL, INC					
	I-159376	01 -5431316	REPAIRS & MAI	PEST CONTROL	077178	96.00
	I-159378	01 -5431316	REPAIRS & MAI	PEST CONTROL	077178	96.00
01-Q00007	QFS, LLC					
	I-7511	01 -5431204	SMALL TOOLS	WATER FIRE EXTINGUISHER	077179	505.80
	I-7521	01 -5653213	SAFETY EXPENS	ANNUAL INSPECTION/RE	077179	2,456.95
01-Q00035	QUILL OFFICE SUPPLIES,					
	I-2253770	01 -5215202	OPERATING SUP	OFFICE SUPPLIES	077180	618.41
01-R00500	ROGER D. MEADE, ESQ.					
	I-56427-6	01 -5210302	CONSULTANTS/L	ARBITRATOR FEE-IAFF	077208	600.00
01-T00010	T. H. ROGERS LUMBER CO.					
	I-513968	01 -5542203	REPAIRS & MAI	SHOOTING SHELTER SUPPLIES	077187	83.54
	I-514906	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	077187	1.61
01-T00058	BIZTEL COMMUNICATIONS					
	I-6508	01 -5225349	SOFTWARE MAIN	PHONE @ CENTRAL GARAGE	077188	30.00
	I-6516	01 -5213202	OPERATING SUP	HEAD SET FOR PHONE	077188	305.00
	I-6546	01 -5225349	SOFTWARE MAIN	PHONE @ CENTRAL GARAGE	077188	405.00
01-T00131	THOMAS ENERGY SYSTEMS,					
	I-929830	01 -5432316	REPAIRS & MAI	REPAIRS TO CASCADE SYSTEM	077189	1,909.00
01-T00345	THE HR SPECIALIST					
	I-60406610571	01 -5653330	DUES & SUBSCR	YRLY SUBSCRIPTION RENEWAL	077191	97.00
01-T00630	TWIN CITIES READY MIX,					
	I-121180	01 -5865218	STREET REPAIR	CONCRETE/STREET REPAIRS	077195	920.00
01-U00100	UNIFIRST HOLDINGS, L.P.					
	I-8241238852	01 -5215207	CLOTHING ALLO	CLOTHING ALLOWANCE	077197	47.58

PACKET : 13715 13726 13728 13743 13752 13756 13758 13760

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-8241239256	01	-5215207	CLOTHING ALLO CLOTHING ALLOWANCE	077197	57.18
	I-8241239257	01	-5215207	CLOTHING ALLO CLOTHING ALLOWANCE	077197	119.18
	I-8241240080	01	-5215207	CLOTHING ALLO CL/ALLOW-PKS,ST,FAC	077197	25.18
	I-8241240081	01	-5215207	CLOTHING ALLO CLOTH/ALLOW-CEM	077197	15.15
	I-8241240083	01	-5215207	CLOTHING ALLO MATS-CITY HALL/LIBRARY	077197	18.00
	I-8241240128	01	-5215207	CLOTHING ALLO CLOTHING ALLOWANCE	077197	106.16
	I-8241240554	01	-5215207	CLOTHING ALLO CLOTH /ALLOW-SAFETY	077197	6.50
	I-8241240555	01	-5215207	CLOTHING ALLO CLOTH/ALLOW-REC	077197	6.93
	I-8241240556	01	-5215207	CLOTHING ALLO CLOTH/ALLOW- STREETS	077197	24.33
	J-8241240559	01	-5215207	CLOTHING ALLO MATS-CITY HALL/LIBRARY	077197	18.00
	I-8241241025	01	-5215207	CLOTHING ALLO CLOTHING ALLOWANCE	077197	86.92
	I-8241241026	01	-5215207	CLOTHING ALLO CLOTHING ALLOWANCE	077198	89.20
	I-8241241803	01	-5215207	CLOTHING ALLO CLOTHING ALLOWANCE	077198	150.15
	I-8241242196	01	-5215207	CLOTHING ALLO CL/ALLOW-PKS,ST,FAC	077198	25.18
	I-8241242197	01	-5215207	CLOTHING ALLO CLOTH/ALLOW-CEM	077198	15.15
	I-8241242199	01	-5215207	CLOTHING ALLO MATS-CITY HALL/LIBRARY	077198	18.00
	I-8241242619	01	-5215207	CLOTHING ALLO CLOTH /ALLOW-SAFETY	077198	6.50
	I-8241242620	01	-5215207	CLOTHING ALLO CLOTH/ALLOW-REC	077198	6.93
	I-8241242621	01	-5215207	CLOTHING ALLO CLOTH/ALLOW- STREETS	077198	24.33
	I-8241242625	01	-5215207	CLOTHING ALLO MATS-CITY HALL/LIBRARY	077198	18.00
	I-8241242655	01	-5215207	CLOTHING ALLO CLOTHING ALLOWANCE	077198	126.74
	I-8241244631	01	-5215207	CLOTHING ALLO CLOTH /ALLOW-SAFETY	077198	6.50
	I-8241244632	01	-5215207	CLOTHING ALLO CLOTH/ALLOW-REC	077199	6.93
	I-8241244633	01	-5215207	CLOTHING ALLO CLOTH/ALLOW- STREETS	077199	24.33
	I-8241244636	01	-5215207	CLOTHING ALLO MATS-CITY HALL/LIBRARY	077199	18.00
01-W00040	WALMART COMMUNITY BRC					
	I-007831	01	-5431202	OPERATING SUP MISC OPERATING SUPPLIES	077201	3.42
	I-01552	01	-5431202	OPERATING SUP OPERATING SUPPLIES	077201	118.88
	I-03922	01	-5431202	OPERATING SUP MISC OPERATING SUPPLIES	077201	220.32
	I-05888	01	-5431202	OPERATING SUP MISC OPERATING SUPPLIES	077201	206.88
	I-06337	01	-5431202	OPERATING SUP MISC OPERATING SUPPLIES	077201	13.97
	I-09265	01	-5210202	OPERATING SUP MISC OFFICE SUPPLIES	077201	68.92
01-W00195	WELDON PARTS INC.					
	I-1605986-00	01	-5431203	REPAIRS & MAI PARTS FOR ENGINE-1	077204	22.91
FUND	01	GENERAL FUND	TOTAL:	63,065.59		

REGULAR DEPARTMENT PAYMENT REGISTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00423	ALFRED WASTE SERVICES O					
	I-375-000371823	02 -5866306	CONTRACTED RE WASTER SVK FEES-JAN 2016	077096	150,274.99	
01-A00582	AT&T					
	I-201601278238	02 -5267315	TELEPHONE UTI INTERNET SVS-CITY HALL	077076	1,414.50	
01-A00751	ATWOODS					
	I-2993/9	02 -5216202	OPERATING SUP METER READER SUPPLIES	077099	57.96	
01-B00180	UNION IRON WORKS, INC.					
	T-S1906831.001	02 -5975235	WATER MAIN RE MISC REPAIR & MAINT ITEMS	077101	2.54	
01-B00314	BIO-AQUATIC TESTING, IN					
	I-00048451	02 -5973304	LAB TESTING WWM TESTING FEES	077103	751.00	
01-C00840	CRAWFORD & ASSOCIATES P					
	I-9573	02 -5267302	CONSULTANTS CONSULTANT FEES	077112	4,720.00	
01-D00322	DEPT. OF ENVIR. QUALITY					
	I-OE4531341	02 -5975329	DEQ FEES WATER TEST FEES	077117	62.00	
	I-OE4531342	02 -5975329	DEQ FEES WATER TEST FEES	077118	62.00	
	I-OE4531343	02 -5975329	DEQ FEES WATER TEST FEES	077119	62.00	
	I-OE4531344	02 -5975329	DEQ FEES WATER TEST FEES	077120	62.00	
	I-OE4531345	02 -5975329	DEQ FEES WATER TEST FEES	077121	62.00	
	I-OE4531346	02 -5975329	DEQ FEES WATER TEST FEES	077122	62.00	
01-D00540	DOLESE BROTHERS					
	I-RM16002197	02 -5975218	STREET REPAIR CONCRETE FOR WATER BREAKS	077124	524.13	
	I-RM16003716	02 -5975218	STREET REPAIR CONCRETE FOR WATER BREAKS	077124	1,244.25	
	I-RM16004044	02 -5975218	STREET REPAIR CONCRETE FOR WATER BREAKS	077124	459.00	
01-F00037	FASSTENAL					
	I-OKMCA144632	02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077127	15.28	
01-H00016	HD SUPPLY WATERWORKS, L					
	I-E887617	02 -5975209	UTILITY MAINT WTR METERS & REPAIR ITEMS	077131	572.70	
	I-E887626	02 -5975209	UTILITY MAINT WTR METERS & REPAIR ITEMS	077131	450.00	
	I-F892799	02 -5975211	WATER METERS WATER METERS	077131	182.70	
	I-E918930	02 -5975211	WATER METERS WATER METERS	077131	45.00	
	I-E959585	02 -5975211	WATER METERS WATER METERS	077131	417.88	
	I-E989485	02 -5975211	WATER METERS WATER METERS	077131	8,482.12	
01-I00120	TYLER TECHNOLOGIES					
	I-025-145716	02 -5216336	FEES MONTHLY SUPPORT FEES-UR&C	077135	293.16	
01-I00188	INFRASTRUCTURE DESIGN S					
	I-MC-16-01-02	02 -5871302	CONSULTANTS CONSULTING SERVICES	077136	7,980.00	
01-K00210	KIAMICHI ELECTRIC COOP.					

VENDOR	NAME	ITEM #	C/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-K00210	KIAMICHI ELECTRIC COOP. continued					
		I-201601218227	02 -5267313	ELECTRIC UTIL ELECTRIC SVS-HEREFORD LN	077061	385.45
01-K00225	KI BOIS COMMUNITY ACTIO					
		I-11/30/2015	02 -5866307	CONTRACTED RE RECYCLE CENTER LABOR	077145	2,430.00
		I-12/31/2015	02 -5866307	CONTRACTED RE RECYCLING CENTER LABOR	077145	3,780.00
01-L00428	LOWE'S CREDIT SERVICES					
		I-902262 A	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	077150	15.26
		I-902781	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	077150	2.68
		J-906851 A	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	077150	25.15
01-M00532	CWL, INC.					
		I-100146	02 -5866230	RECYCLING CEN WATER FOR RECYCLE CNTR	077152	14.67
01-N00059	FEDERAL EMERGENCY MANAG					
		I-015728143-001	02 -5267322	LIABILITY INS FLOOD INS. PREMIUM-WWM	077206	9,242.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-300005750	02 -5973304	LAB TESTING PUBLICATION FEE	077159	23.60
01-O00075	O'REILLY AUTO PARTS					
		I-0230-247583	02 -5973203	REPAIRS & MAI MISC PARTS FOR EQUIPMENT	077164	15.65
01-O00275	OKLA DEPT OF COMMERCE					
		I-022016-#8908	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	077168	1,145.83
01-P00328	PITTS COUNTY CLERK					
		I-15-01322	02 -5871202	OPERATING SUP EASEMENT FILING FEE	077175	17.00
01-S00726	STAPLES ADVANTAGE					
		I-3289416994	02 -5267202	OPERATING SUP OFFICE SUPPLIES-ALL DEPTS	077186	375.11
		I-3289416996	02 -5267202	OPERATING SUP OFFICE SUPPLIES-ALL DEPTS	077186	59.98
		I-3289416999	02 -5267202	OPERATING SUP OFFICE SUPPLIES-ALL DEPTS	077186	39.99
		I-3289417001	02 -5267202	OPERATING SUP OFFICE SUPPLIES-ALL DEPTS	077186	169.46
		I-3289417002	02 -5267202	OPERATING SUP OFFICE SUPPLIES-ALL DEPTS	077186	404.37
		I-3289417004	02 -5267202	OPERATING SUP OFFICE SUPPLIES-ALL DEPTS	077186	13.49
		I-57175	02 -5267202	OPERATING SUP OFFICE SUPPLIES-ALL DEPTS	077186	13.79
01-T00630	TWIN CITIES READY MIX,					
		I-120879	02 -5975218	STREET REPAIR CONCRETE FOR STREET REP	077195	698.75
		I-121014	02 -5975218	STREET REPAIR CONCRETE FOR STREET REP	077195	780.00
01-U00051	UTILITY SUPPLY CO., INC					
		I-090681	02 -5975209	UTILITY MAINT WTR METERS & MISC PARTS	077196	1,320.08
		I-090682	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	077196	133.08
		I-090683	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	077196	156.20
		I-090684	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	077196	87.08
		I-090685	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	077196	20.26

PACKET : 13715 13726 13728 13743 13752 13756 13758 13760

VENDOR SET: Mult

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/I. ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-U00100	UNIFIRST HOLDINGS, L.P.					
		I-8241240082	02 -5267207	CLOTHING ALLO CLOTH/ALLOW-UTM, WWT	077197	21.77
		I-8241240554	02 -5267207	CLOTHING ALLO CLOTH/ALLOW-UT BILL	077197	114.52
		I-8241240555	02 -5267207	CLOTHING ALLO CLOTH/ALLOW-LF	077197	4.34
		I-8241240557	02 -5267207	CLOTHING ALLO CLOTH/ALLOW-WWT	077197	18.93
		I-8241242198	02 -5267207	CLOTHING ALLO CLOTH/ALLOW-UTM, WWT	077198	21.77
		I-8241242619	02 -5267207	CLOTHING ALLO CLOTH/ALLOW-UT BILL	077198	8.28
		I-8241242620	02 -5267207	CLOTHING ALLO CLOTH/ALLOW-LF	077198	4.34
		I-8241242622	02 -5267207	CLOTHING ALLO CLOTH/ALLOW-WWT	077198	18.93
		I-8241244631	02 -5267207	CLOTHING ALLO CLOTH/ALLOW-UT BILL	077198	8.28
		I-8241244632	02 -5267207	CLOTHING ALLO CLOTH/ALLOW-LF	077199	4.34
		I-8241244634	02 -5267207	CLOTHING ALLO CLOTH/ALLOW-WWT	077199	18.93
01-U00128	UNITED PACKAGING & SHIP					
	I-177368		02 -5973304	LAB TESTING SHIP FEE FOR WWT SAMPLES	077200	29.93
01-W00270	WHITE ELECTRICAL SUPPLY					
	I-S0969251.001A		02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077205	332.98
	I-S1969860.001A		02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077205	70.36
	I-S1996805.001		02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077205	59.43
				FUND 02 MPWA	TOTAL#	200,365.27

PACKET : 13715 13726 13728 13743 13752 13756 13758 13760

VENDOR SET: Mult

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00170	FIRST NATIONAL BANK					
		I-022016-#119817	03 -5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	077128	5,020.00
01-000100	UNIFIRST HOLDINGS, L.P.					
		I-8241240554	03 -5876207	CLOTHING ALLO CLOTH/ALLOW-AIRPORT	077197	4.40
		I-8241242619	03 -5876207	CLOTHING ALLO CLOTH/ALLOW-AIRPORT	077198	4.40
		I-8241244631	03 -5876207	CLOTHING ALLO CLOTH/ALLOW-AIRPORT	077198	4.40
				FUND 03 AIRPORT AUTHORITY	TOTAL:	5,033.20

PACKET : 13715 13726 13728 13743 13752 13756 13758 13760

VENDOR SET: Mult

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00324	ALISHA RAE HOWELL					
		I-201602028254	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	077095	150.00
		I-201602028255	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	077095	109.08
01-G00288	GERALDINE E MALKOWSKI					
		I-201602028252	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	077129	150.00
		I-201602028253	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	077129	82.62
01-R00304	RICHHELLE CHEYENNE					
		I-201602028256	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	077182	73.98
01-S00580	AT & T					
		I-201601278239	08 -5549315	TELEPHONE UTI PHONE UTIL - NUTRITION	077078	267.70
01-U00100	UNIFIRST HOLDINGS, L.P.					
		I-8241240081	08 -5549207	CLOTHING ALLO COTH/ALLOW-NUTRITION	077197	11.61
		I-8241242197	08 -5549207	CLOTHING ALLO COTH/ALLOW-NUTRITION	077198	11.61
			FUND 08 NUTRITION	TOTAL:		856.60

PACKET : 13715 13726 13728 13743 13752 13756 13758 13760

VENDOR SET: Mult

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/I. ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00342	THE CAREL CORPORATION	I-10077	09 -5864327	SUB TITLE D E GROUNDWATER MONITORING	077190	800.00
			FUND	09	LANDFILL RES./SUB-TITLE D TOTAL:	800.00

PACKET : 13715 13726 13728 13743 13752 13756 13758 13760

VENDOR SET: Mult

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00469	CITY OF MCALESTER SPECI					
		I-15-01342	27 -5655214	TOURISM EXPEN RENTAL FEE-REZALIVE	077109	500.00
01-MC0134	MCALESTER MAIN STREET					
		1-012016-2015-2016	27 -5655353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	077157	1,250.00
01-P00450	PRIDE IN MCALESTER					
		I-012016-2015-2016	27 -5655352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	077177	2,500.00
01-T00500	PARROTT COMPANY, LLC					
		I-201602028250	27 -5655340	OFFICE RENT TOURISM OFFICE RENT-FEB 2016	000000	558.20
01-W00040	WALMART COMMUNITY BRC					
		I-07835	27 -5655202	OPERATING SUP MISC OFFICE SUPPLIES	077201	30.48
		I-07841	27 -5655202	OPERATING SUP MISC OFFICE SUPPLIES	077201	26.22
			FUND	27 TOURISM FUND	TOTAL:	4,864.90

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000192	BEN E. KEITH	I-62990574	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	077102	120.72
01-100078	LAMBERT MECHANICAL INC	I-160027	28 -5654316	REPAIRS & MAI EMERGENCY REPAIR	077146	1,331.20
01-100380	LOCKE SUPPLY CO.	I-27687641-00	28 -5654203	REPAIR & MAIN MAINTSUPPLIES	077149	66.84
01-100428	LOWE'S CREDIT SERVICES	I-06986	28 -5654203	REPAIR & MAIN MISC REPAIR & MAINT ITEMS	077150	10.42
		I-07232	28 -5654203	REPAIR & MAIN MISC REPAIR & MAINT ITEMS	077150	119.39
01-P00210	PEPSI COLA	I-0774915	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	077173	156.00
01-S00009	SADLER PAPER CO	I-38645	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	077184	237.21
01-T00574	TRIMARK ERF INC. DBA BI	I-613835	28 -5654316	REPAIRS & MAI CONCESSION REFRIGERATOR	077192	2,479.00
01-T00580	R. D. FORD dba TRIPLE	I-0127	28 -5654316	REPAIRS & MAI FAUCET AND SINK REPAIR	077193	310.00
01-U00100	UNIFIRST HOLDINGS, L.P.	I-8241240555	28 -5654207	CLOTHING ALL CLOTH/ALLOW-EXPO	077197	4.73
		J-8241242620	28 -5654207	CLOTHING ALL CLOTH/ALLOW-EXPO	077198	4.73
		I-8241244632	28 -5654207	CLOTHING ALL CLOTH/ALLOW-EXPO	077199	4.73
01-W00040	WALMART COMMUNITY BRC	I-TR 05277	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	077201	195.06
		J-TR04557	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	077201	251.06
		I-TR06387	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	077201	86.63
			FUND 28	SE EXPO CENTER	TOTAL#	5,377.72

PACKET : 13715 13726 13728 13743 13752 13756 13758 13760

VENDOR SET: Mult

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00646	COMPTON ELECTRIC COMPAN					
	I-13134	29 -5324402	TECHNOLOGY UP REPLACE MAIN ELECT DISCON	077111	10,950.00	
01-J00110	IMPRESS OFFICE SUPPLY					
	I-038233	29 -5324202	OPERATING SUP OPERATING SUPPLIES	077134	46.00	
01-L00084	LANGUAGE LINE SERVICES					
	I-3751745	29 -5324202	OPERATING SUP TRANSLATION SVS-911 CALLS	077148	1.97	
01-W00392	WINDSTREAM CORPORATION					
	I-201601278237	29 -5324315	TELEPHONE UT1 PHONE UTIL-CTY TRUNK 911 LINE	077079	454.06	
			FUND 29 E-911	TOTAL:	11,452.03	

PACKET : 13715 13726 13728 13743 13752 13756 13758 13760

VENDOR SET: Malt

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0134	MCALESTER MAIN STREET					
		I-012016-2015-2016	30 -5211353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	077157	1,250.00
01-000275	OKLA DEPT OF COMMERCE					
		I-022016-#12248	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	077167	282.50
01-P00450	PRIDE IN MCALESTER					
		I-012016-2015-2016	30 -5211352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	077177	2,500.00
01-R00260	RETAIL ATTRACTIONS LLC					
		I-217	30 -5652302	CONSULTANTS ECON DEV CONSULTING SVS	077181	2,500.00
				FUND 30 ECONOMIC DEVELOPMENT	TOTAL:	6,532.50

PACKET : 13715 13726 13728 13743 13752 13756 13758 13760

VENDOR SET: Multi.

FUND : 32 GRANTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00448	DISCOUNT STEEL							
		I-8757	32	-5215224	ARCHERY PARK	SUPPLIES FOR ARCHERY PK	077123	87.96
01-L00428	LOWE'S CREDIT SERVICES							
		I-02899	32	-5215224	ARCHERY PARK	ARCHERY PARK MATERIALS	077150	69.38
01-N00292	NOAH'S PARK AND PLAYGRO							
		I-6227	32	-5215225	DEAK WALKING	EXERCISE EQUIP/DEAK	077161	8,019.75
01-T00010	T. H. ROGERS LUMBER CO.							
		C-513967 CR	32	-5215224	ARCHERY PARK	SHOOTING SHELTER SUPPLIES	077187	53.12-
		I-513737	32	-5215224	ARCHERY PARK	SHOOTING SHELTER SUPPLIES	077187	23.31
		I-513805	32	-5215224	ARCHERY PARK	SHOOTING SHELTER SUPPLIES	077187	5.20
		I-514230	32	-5215224	ARCHERY PARK	SHOOTING SHELTER SUPPLIES	077187	7.70
					FUND	32 GRANTS & CONTRIBUTIONS	TOTAL:	8,160.18

PACKET : 13715 13726 13728 13743 13752 13756 13758 13760

VENDOR SET: Mult

FUND : 33 CDBG GRANTS FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00603	COLLINS WATERWORKS, LLC					
	1-PAYMENT #3		33 -5971516	2014 CDBG PRO 2014 CDBG WATER IMPROV.	077110	12,797.29
01-N00347	MEHLBURGER BRAWLEY, INC					
	I-MC-15-05-01		33 -5971517	2015 CDBG PRO 2105 CDBG-ENG FEE	077162	16,968.05
				FUND 33 CDBG GRANTS FUND	TOTAL:	29,765.34

PACKET : 13715 13726 13728 13743 13752 13756 13758 13760

VENDOR SET: Null

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00215	ADVANCE AUTO PARTS					
	I-8117601470241	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	077092	26.90
	I-8117601570309	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	077092	16.92
	J-8117601570311	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	077092	151.30
	T-8117602270560	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	077092	109.87
	I-8117602270564	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	077092	2.58
	I-8117602570608	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	077092	155.42
01-A00709	ARROWHEAD TRUCK EQUIPMENT					
	I-9007	35	-5862203	REPAIRS & MAI CUTTING EDGE/SNOW PLOW	077097	505.00
01-A00751	ATWOODS					
	I-2996/9	35	-5862203	REPAIRS & MAI MISC REPAIR ITEMS	077099	16.99
01-C00148	KEVIN HARRIS dba CAR BO					
	I-269836	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	077105	65.00
01-C00430	CHIEF FIRE & SAFETY CO.					
	I-181010	35	-5862317	EMERGENCY VEH STROBE LT-FIRE #3	077108	582.00
01-F00037	PASTENAL					
	I-OKMCA144870	35	-5862203	REPAIRS & MAI MISC REPAIR ITEMS	077127	4.38
01-J00310	JET TIRE SERVICE					
	I-115012	35	-5862203	REPAIRS & MAI MISC TIRE REPAIRS	077141	48.95
01-K00205	KIAMIACHI AUTOMOTIVE WHO					
	I-015673	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	077144	1.29
	I-016005	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	077144	10.85
	I-016067	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	077144	43.65
	I-016089	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	077144	19.40
01-M00543	MONTAGE ENTERPRISES INC					
	I-43416	35	-5862203	REPAIRS & MAI PARTS FOR PK-55	077153	1,590.75
01-MC0002	MCALISTER AUTO COLLISIO					
	I-3539837	35	-5862316	REPAIRS & MAI REPAIRS/TAILGATE S-5	077155	787.60
01-N00271	FREEDOM FORD INC					
	C-168765 CR	35	-5862203	REPAIRS & MAI MISC PARTS & MAINT	077160	19.95-
	C-86914 CR	35	-5862203	REPAIRS & MAI MISC PARTS & MAINT	077160	70.00-
	I-168705	35	-5862203	REPAIRS & MAI MISC PARTS & MAINT	077160	42.95
	I-168752	35	-5862203	REPAIRS & MAI MISC PARTS & MAINT	077160	65.79
	I-168758	35	-5862203	REPAIRS & MAI MISC PARTS & MAINT	077160	42.95
	I-168774	35	-5862203	REPAIRS & MAI MISC PARTS & MAINT	077160	34.57
	I-168799	35	-5862203	REPAIRS & MAI MISC PARTS & MAINT	077160	42.95
	I-168852	35	-5862203	REPAIRS & MAI MISC PARTS & MAINT	077160	45.95
	I-168970	35	-5862203	REPAIRS & MAI MISC PARTS & MAINT	077160	42.95
	I-168976	35	-5862203	REPAIRS & MAI MISC PARTS & MAINT	077160	42.95

PACKET : 13715 13726 13728 13743 13752 13756 13758 13760

VENDOR SET: Mult

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00271	FREEDOM FORD INC		continued			
		I-86856	35 -5862203	REPAIRS & MAI MISC PARTS & MAINT	077160	62.86
		I-86907	35 -5862203	REPAIRS & MAI MISC PARTS & MAINT	077160	215.01
01-000075	O'REILLY AUTO PARTS					
		C-0230-342036 CR	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077164	18.00-
		C-0230-349245	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077164	74.73-
		C-0230-349255 CR	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077164	7.19-
		C-0230-349487 CR	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077164	65.44-
		C-0230-350481 CR	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077164	11.55-
		C-0230-351121 CR	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077164	47.15-
		I-0230-348095	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077164	55.24
		I-0230-348419	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077164	39.81
		I-0230-348512	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077164	9.88
		I-0230-349178	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077164	169.39
		I-0230-349209	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077164	24.81
		I-0230-349213	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077164	19.98
		I-0230-349233	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077165	9.98
		I-0230-349254	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077165	13.59
		I-0230-349339	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077165	14.95
		I-0230-349570	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077165	158.94
		I-0230-349725	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077165	70.24
		I-0230-349822	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077165	11.55
		I-0230-350480	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077165	16.26
		I-0230-350514	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077165	4.38
		I-0230-350655	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077165	7.44
		I-0230-350656	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077165	10.69
		I-0230-350863	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077165	21.58
		I-0230-351009	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077165	5.00
		I-0230-351111	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077165	31.19
		I-0230-351129	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077166	191.76
		I-0230-351235	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077166	107.36
		I-0230-351287	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077166	13.07
		I-0230-351367	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077166	12.62
01-P00329	PITSTOP POP A LOCK					
		I-8102	35 -5862203	REPAIRS & MAI KEYS AND MISC ITEMS	077176	9.00
01-R00405	RIVERSIDE AUTO PLEX					
		I-CHCS167908	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	077183	77.75
		I-CHCS167987	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	077183	41.61
01-S00384	MOWER PARTS, INC.					
		I-830996	35 -5862203	REPAIRS & MAI PARTS FOR PARKS MOWERS	077185	300.86
		I-830997	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	077185	71.23
01-T00612	ATC FREIGHTLINER GROUP,					
		I-125156793	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	077194	45.87

PACKET : 13715 13726 13728 13743 13752 13756 13758 13760

VENDOR SET: M011

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000100	UNIFIRST HOLDINGS, L.P.					
		I-8241240556	35 -5862207	CLOTHING ALLO CLOTH/ALLOW- FLEET	077197	2.79
		I-8241242621	35 -5862207	CLOTHING ALLO CLOTH/ALLOW- FLEET	077198	2.79
		I-8241244633	35 -5862207	CLOTHING ALLO CLOTH/ALLOW- FLEET	077199	2.79
01-W00072	WARREN CAT					
		I-PS100581788	35 -5862203	REPAIRS & MAI PARTS FOR S-10 BACKHOE	077202	1,066.72
				FUND 35 FLEET MAINTENANCE	TOTAL:	7,104.89

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00712	ARVEST BANK dba ARVEST					
	I-022016-002	41	-5862401	CAPITAL OUTLA VEHICLE LEASE 800-1503001-002	077098	2,485.55
	I-022016-800150300	41	-5862401	CAPITAL OUTLA VEHICLE LEASE 800-1503001-001	077098	3,210.15
01-D00217	DEERE CREDIT, INC.					
	I-022016-#0063527	41	-5865510	LEASE PAYMENT LEASE PMT #0063527-EXCAVATOR	077115	1,140.15
	I-022016-0063527-0	41	-5865510	LEASE PAYMENT LEASE PMT-JD 624K LOADER	077115	1,821.57
01-K00005	K-BAR CO CONSTRUCTION					
	I-14097	41	-5974405	WTP LAGOONS & SLUICE REMOVAL-WTP LAGOON	077142	21,610.00
01-K00066	KATCON INC.					
	I-PAYMENT #3	41	-5865407	9TH & ILLINOI 9TH & ILLINIOS DRAIN/REP	000000	60,284.47
01-L00079	LANDPLAN CONSULTANTS, I					
	I-537.00-16	41	-5652402	TRAILS GRANT BELMONT TRAIL PROJECT	077147	1,612.50
01-L00428	LOWE'S CREDIT SERVICES					
	I-901926	41	-5548401	CAPITAL IMPRO SUPPLIES FOR FIRE REMODEL	077150	94.85
	I-902946 A	41	-5548401	CAPITAL IMPRO SUPPLIES FOR FIRE REMODEL	077150	474.25
01-W00194	WELCH STATE BANK					
	I-022016-55766	41	-5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	077203	1,517.90
	I-022016-55820	41	-5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	077203	2,555.73
	FUND	41	CIP FUND	TOTAL:		96,807.12

PACKET : 13715 13726 13728 13743 13752 13756 13758 13760

VENDOR SRT: Mult

FUND : 42 FEDERAL FORFEITURE FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00155	7821, LLC, DBA CAPITOL					
	I-88065		42 -5321401	CAPITAL OUTLA CONSOLE FOR NARC TRUCK	077107	250.00
01-U00225	DEFRANGE AUTOCRAFTS					
	I-2616		42 -5321401	CAPITAL OUTLA ACCESSORIES FOR NARC	077116	500.00
			FUND	42 FEDERAL FORFEITURE FUND TOTAL:		750.00
				REPORT GRAND TOTAL:		440,935.34

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	===== LINE ITEM =====		.. ==GROUP BUDGET ..=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2015-2016	01 -5101350	ELECTIONS	143.10	22,500	4,840.68		
	01 -5101353	PITTSBURG EMERGENCY MGMT	4,166.66	50,000	16,666.72		
	01 -5101355	OIL-OK FOR INDEPENDENT LTV	2,000.00	24,000	10,000.00		
	01 -5210202	OPERATING SUPPLIES	68.92	2,500	1,623.61		
	01 -5210302	CONSULTANTS/LABOR RELATION	2,444.00	45,000	28,034.00		
	01 -5210480	CONTINGENCY	320.00	25,000	14,162.46		
	01 -5212317	ADVERTISING & PRINTING	46.65	2,500	514.90		
	01 -5213202	OPERATING SUPPLIES	305.00	500	65.01		
	01 -5213336	FEES	200.00	2,400	800.00		
	01 -5214302	CONSULTANTS	3,173.00	115,000	41,095.00		
	01 -5215202	OPERATING SUPPLIES	893.24	30,000	654.76		
	01 -5215207	CLOTHING ALLOWANCE	1,067.05	12,313	90.18		
	01 -5215312	EQUIPMENT RENTALS	3,575.60	30,836	5,803.05		
	01 -5215315	TELEPHONE UTILITY	536.90	33,000	13,576.41		
	01 -5215316	REPAIRS & MAINTENANCE	615.74	5,000	3,750.00		Y
	01 -5215322	LIABILITY INSURANCE/BONDS	10,997.00	146,523	5,970.26		
	01 -5215323	DAMAGES	676.65	30,000	27,140.69		
	01 -5225349	SOFTWARE MAINTENANCE	2,100.45	70,000	3,600.61		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	150.00	9,500	7,180.15		
	01 -5431202	OPERATING SUPPLIES	563.47	18,000	10,744.90		
	01 -5431203	REPAIRS & MAINT SUPPLIES	141.38	8,500	4,711.00		
	01 -5431204	SMALL TOOLS	505.80	4,400	1,986.40		
	01 -5431207	CLOTHING ALLOWANCE	132.98	23,025	9,882.39		
	01 -5431316	REPAIRS & MAINTENANCE	192.00	3,500	1,438.50		
	01 -5431328	INTERNET SERVICE	125.90	4,200	2,934.00		
	01 -5432202	OPERATING SUPPLIES	2,188.02	28,000	10,370.56		
	01 -5432308	CONTRACTED SERVICES	1,071.00	78,500	49,008.44		
	01 -5432316	REPAIRS & MAINTENANCE	1,909.00	6,000	3,448.14		
	01 -5542202	OPERATING SUPPLIES	399.37	3,500	2,722.60		
	01 -5542203	REPAIRS & MAINT SUPPLIES	222.33	48,000	18,270.06		
	01 -5542330	DUES & SUBSCRIPTIONS	167.88	500	177.12		
	01 -5544203	REPAIRS & MAINTENANCE SUPP	145.98	16,000	7,995.16		
	01 -5547203	REPAIRS & MAINT SUPPLIES	69.98	11,000	3,771.92		
	01 -5547212	FUEL EXPENSE	780.00	5,243	2,176.36		
	01 -5547308	CONTRACTED SERVICES	368.08	4,500	0.00		
	01 -5547328	INTERNET SERVICE	61.64	750	256.14		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	1,397.02	53,770	25,751.28		
	01 -5548308	CONTRACTED SERVICES-CLEANI	1,395.00	22,000	11,335.00		
	01 -5652202	OPERATING SUPPLIES	234.00	4,200	1,238.48		
	01 -5652336	FEES	84.00	1,800	954.75		
	01 -5653213	SAFETY EXPENSE	2,456.95	25,500	7,383.23		
	01 -5653330	DUES & SUBSCRIPTIONS	97.00	750	653.00		
	01 -5653348	DRUG TESTING/PHYSICALS	98.00	8,000	3,357.75		
	01 -5865218	STREET REPAIRS & MAINTENAN	14,695.00	235,000	11,060.26		
	01 -5865328	INTERNET SERVICE	83.85	1,920	718.86		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	===== LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
01	-5865404	STREET REPAIR PROJECT	0.00	315,500	263,667.72		
02	-5216202	OPERATING SUPPLIES	57.96	11,000	1,138.23		
02	-5216336	FEES	293.16	4,100	1,754.72		
02	-5267202	OPERATING SUPPLIES	1,076.19	9,472	2,654.26		
02	-5267207	CLOTHING ALLOWANCE	244.43	8,063	1,998.00		
02	-5267302	CONSULTANTS	4,720.00	27,521	3,390.57		
02	-5267313	ELECTRIC UTILITY	385.45	396,500	173,846.54		
02	-5267315	TELEPHONE UTILITY	1,414.50	85,000	28,360.57		
02	-5267322	LIABILITY INSURANCE/BONDS	9,242.00	48,652	3,344.60		
02	-5267521	CDBG LOAN #8908	1,145.83	13,750	4,583.36		
02	-5866230	RECYCLING CENTER EXPENSE	14.67	2,300	567.75		
02	-5866306	CONTRACTED REFUSE SERVICES	150,274.99	1,891,296	837,007.45		
02	-5866307	CONTRACTED RECYCLE SERVICE	6,210.00	23,000	2,030.00		
02	-5871202	OPERATING SUPPLIES	17.00	1,500	952.44		
02	-5871302	CONSULTANTS	7,980.00	75,000	27,674.81		
02	-5973203	REPAIRS & MAINT SUPPLIES	493.70	37,500	230.57		
02	-5973304	LAB TESTING	804.53	32,100	7,741.85		
02	-5975209	UTILITY MAINTENANCE SUPP.	2,782.49	84,000	18,089.90		
02	-5975211	WATER METERS	9,127.70	20,000	4,001.86		
02	-5975218	STREET REPAIRS & MAINTENAN	3,706.13	95,000	29,133.84		
02	-5975235	WATER MAIN REPAIR	2.54	40,000	12,136.88		
02	-5975329	DEQ FEES	372.00	2,000	1,380.00		
03	-5876207	CLOTHING ALLOWANCE	13.20	750	57.92		
03	-5876511	FNB LOAN #119817 PAYMENTS	5,020.00	60,240	20,080.00		
08	-5549207	CLOTHING ALLOWANCE	23.22	1,750	33.17		Y
08	-5549308	CONTRACT SERVICES	565.68	15,500	5,773.16		
08	-5549315	TELEPHONE UTILITY	267.70	3,800	1,347.07		
09	-5864327	SUB TITLE D EXPENSE	800.00	80,000	39,256.28		
27	-5655202	OPERATING SUPPLIES	56.70	2,250	1,222.06		
27	-5655214	TOURISM EXPENSE	500.00	34,500	14,964.25		
27	-5655340	OFFICE RENT	558.20	6,700	2,234.40		
27	-5655352	MISC PRIDE IN MCALESTER	2,500.00	30,000	12,500.00		
27	-5655353	MAIN STREET PROGRAM	1,250.00	15,000	6,250.00		
28	-5654203	REPAIR & MAINT SUPPLIES	433.86	17,000	7,264.52		
28	-5654207	CLOTHING ALLOWANCE	14.19	1,625	937.06		
28	-5654210	CONCESSION SUPPLIES	809.47	17,000	115.64		
28	-5654316	REPAIRS & MAINTENANCE	4,120.20	38,131	10,834.55		
29	-5324202	OPERATING SUPPLIES	47.97	5,000	3,548.20		
29	-5324315	TELEPHONE UTILITY	454.06	66,500	9,346.15		
29	-5324402	TECHNOLOGY UPGRADES	10,950.00	61,065	50.50		
30	-5211352	MISC PRIDE IN MCALESTER	2,500.00	30,000	12,500.00		
30	-5211353	MAIN STREET PROGRAM	1,250.00	15,000	6,250.00		
30	-5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	1,130.00		
30	-5652302	CONSULTANTS	2,500.00	115,000	74,000.00		
32	-5215224	ARCHERY PARK GRANT EXPENSE	140.43	50,689	23,950.49		

** G/I. ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	32 -5215225	DEAK WALKING TRACK EXPENSE	8,019.75	25,000	1,252.99		
	33 -5971516	2014 CDBG PROJECT	12,797.29	180,226	11.22-	Y	
	33 -5971517	2015 CDBG PROJECT	16,968.05	258,012	225,611.97		
	35 -5862203	REPAIRS & MAINTENANCE SUPP	5,726.92	240,000	105,662.63		
	35 -5862207	CLOTHING ALLOWANCE	8.37	1,250	154.55		
	35 -5862316	REPAIRS & MAINTENANCE	787.60	30,000	8,529.04		
	35 -5862317	EMERGENCY VEHICLES	582.00	50,000	7,766.62		
	41 -5548401	CAPITAL IMPROVEMENTS	569.10	50,000	3,863.90		
	41 -5652402	TRAILS GRANT PROJECT	1,612.50	197,375	173,214.93		
	41 -5862401	CAPITAL OUTLAY	5,695.70	66,983	23,902.95		
	41 -5865407	9TH & ILLINOIS DRAINAGE PR	60,284.47	280,598	1,868.14-	Y	
	41 -5865510	LEASE PAYMENTS	7,035.35	87,804	28,142.36		
	41 -5974405	WTP LAGOONS & DRYING BEDS	21,610.00	306,000	284,390.00		
	42 -5321401	CAPITAL OUTLAY	750.00	33,000	6,067.00		
	** 2015-2016 YEAR TOTALS **		440,935.34				

NO ERRORS

** END OF REPORT **

FUND	PERIOD	AMOUNT
01	2/2016	63,065.59
02	2/2016	200,365.27
03	2/2016	5,033.20
05	2/2016	0.00
08	2/2016	856.60
09	2/2016	800.00
11	2/2016	0.00
16	2/2016	0.00
24	2/2016	0.00
26	2/2016	0.00
27	2/2016	4,864.90
28	2/2016	5,377.72
29	2/2016	11,452.03
30	2/2016	6,532.50
32	2/2016	8,160.18
33	2/2016	29,765.34
35	2/2016	7,104.89
36	2/2016	0.00
38	2/2016	0.00
41	2/2016	96,807.12
42	2/2016	750.00
44	2/2016	0.00
		440,935.34
		440,935.34



McAlester City Council

AGENDA REPORT

Meeting Date: February 9, 2016 Item Number: Consent Agenda
Department: _____
Prepared By: Lacey Sudderth, Exec Dir Account Code: _____
Date Prepared: February 2, 2016 Budgeted Amount: _____
Exhibits: 1

Subject

Accept and place on file, the McAlester Main Street Second Quarter Report for Fiscal Year 2015-2016.

Recommendation

Staff recommends acceptance of the McAlester Main Street Second Quarter Report for Fiscal Year 2015-2016.

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

02/02/16

McAlester Main Street Second Quarter Report FY 2015-2016

Oklahoma
Historical
Society®

Choctaw Avenue, McAlester, Okla



Board of Directors:

Carl Gullick, President

Nicole Stufflebean, Vice President

Chris Good, Treasurer

Amber Young, Secretary

Chris Taylor

Kathy Crowl

Billy Ray Holt

Brenda Baxter

Lee Anderson

Twilia Sheryl

Reyanda Wall

Staff:

Lacey Sudderth, Executive Director

Membership:

6 Individual Members

3 Non-Profit Members

18 Business Members

Main Street Board Meetings

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

Main Street Annual Membership Meetings

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

Volunteerism

McAlester Main Street has several volunteers who help us with all of our events. We had a total of 91 hours this quarter.



McAlester Main Street 2015-2016 Budget	Second Quarter	Yearly Budget
--	----------------	---------------

Revenue		
In-Kind (accounting)	\$ 3,552.00	\$ 5,575.00
Fundraiser	\$ 3,267.75	\$ 9,000.00
Interest Income	\$ 10.46	\$ 0
McAlester City Contract	\$ 14,783.17	\$ 30,000.00
Membership	\$ 4,605.02	\$ 14,000
Total Revenue	\$ 26,218.40	\$ 58,575.00
Operating Expenses		
Advertising	\$ 1,520.26	\$ 7,450.92
Insurance	\$ 350.00	\$ 2,131.00
In Kind (rent at FNB, accounting, utilities)	\$ 3,552.00	\$ 5,575.00
Office Supplies	\$ 320.23	\$ 500.00
Payroll and Expenses	\$ 15,050.19	\$ 29,720.08
Travel Expenses	\$ 868.94	\$ 3,500.00
Website	\$ 76.67	\$ 1,800.00
Rent for New Office 119 E Choctaw Ave	\$ 1,068.48	\$ \$2,198.00
Committee Expenses	\$ 833.99	\$ 5,450.00
Contingency	\$ 0	\$ 250.00
Fundraising Downtown	\$ 1,100.43	\$ 0
Total Expenses	\$ 24,741.19	\$ 58,575.00
Net Income	\$ 1,477.21	\$ 0
Cash Assets (Actual cash in bank + \$100 petty cash in drawer)	\$ 14,048.84	

Social Media

McAlester Main Street continues to manage the Main Street Facebook page for social media outreach. Number of "Likes" as of December 31, 2015 equaled 2,869.

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

Print Media

Regular advertising, articles, and press releases were sent to local newspapers, including the *McAlester News-Capital* and the *Oklahoma Bargain Journal*. From October 2015 to December 2015 approximately three articles in the *McAlester News-Capital* contained information concerning Main Street.

McAlester Radio



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

Websites

Online web pages were maintained and updated for McAlester Main Street

www.mainstreetmcalester.com

Old Town Pocket Park



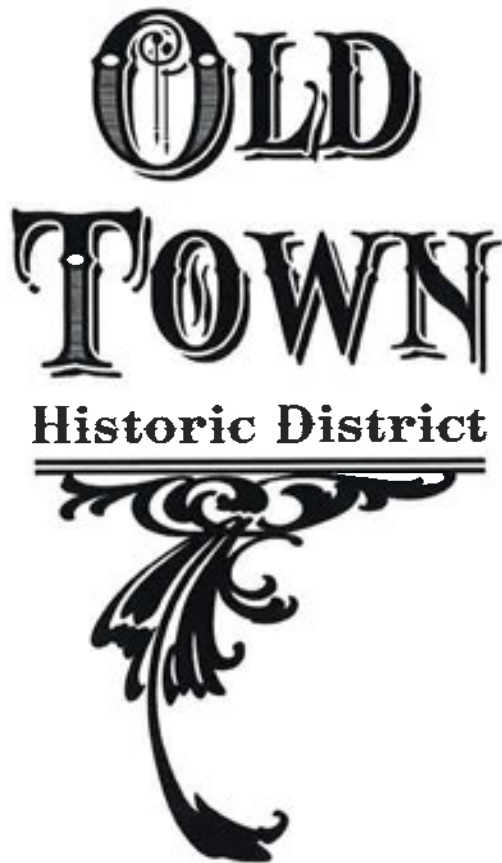
In October, the Old Town Pocket Park was opened for the public. McAlester Main Street and Old Town Association partnered with the City of McAlester to create this space for shoppers in the Old Town district to have a place to sit and relax and enjoy the Old Town atmosphere. This pocket park has had a tremendous amount of positive feedback and is a great way to repurpose the alley between the Fire Department and JJ McAlester Antique store. Old Town Association maintains the Pocket Park by watering the plants. This was a great group effort to help improve our Historic Old Town.

Wild West Festival

On Friday and Saturday, October 2nd and 3rd, Old Town Association and

McAlester Main Street teamed up to plan and organize the annual Wild West Festival in Old Town McAlester.

The Event had activities for both adults and children. Live music and a tour of the Tannehill Museum, as well as, food vendors and arts and crafts. The event brought in thousands of spectators. The Wild West Festival continues to be a great promotional event for our Old Town district.



Trick or Treat Party In The Street



On October 31, McAlester Main Street hosted the Downtown 'Trick or 'Treat Party in the Streets. An estimated 400 people were in attendance to play fun carnival games and enter the costume contests. This event has a positive impact on downtown because so many families come out to enjoy the evening and see what downtown has to offer. The event raised \$2,211.50 for McAlester Main Street.

Veteran's Day Parade



November 11th

at 6:00p.m.

Downtown McAlester

Parade Registration is available at McAlester
Main Street 918-423-8888

On November 11th, McAlester Main Street teamed up with McAlester Tourism to plan and host the 1st Annual Veterans Day Parade. The Parade was held at 6:00 pm on Veterans Day. The event was created because there was nothing happening in our City to honor the Veterans on this special day. Hundreds of families came out to honor the Veterans and several businesses' and non-profits created floats decorated in Red, White, and Blue to honor them as well. McAlester Public Schools participated by having the children sing songs to the Veterans at the conclusion of the parade. Overall the event was a success and we look forward to having it every year.

EyeCatcher International Film Festival



EyeCatcher International Film Festival November 12-15 McAlester, OK

Thursday Nov 12

-The Grand Event Center

-Fat Mary's

Friday Nov 13

-Kiamichi Technology Center

-Whistle Stop Bistro

Saturday Nov 14

-Whistle Stop Bistro

Sunday Nov 15

-Whistle-Stop Bistro

www.eyecatcherfilmfest.com



McAlester Main Street helped sponsor and promote the 1st annual EyeCatcher International Film Festival held in November at the Whistle Stop Bistro and Grand Event Center. This event brought in several out-of-town shoppers and was a great promotional event for our districts.

Small Business Saturday



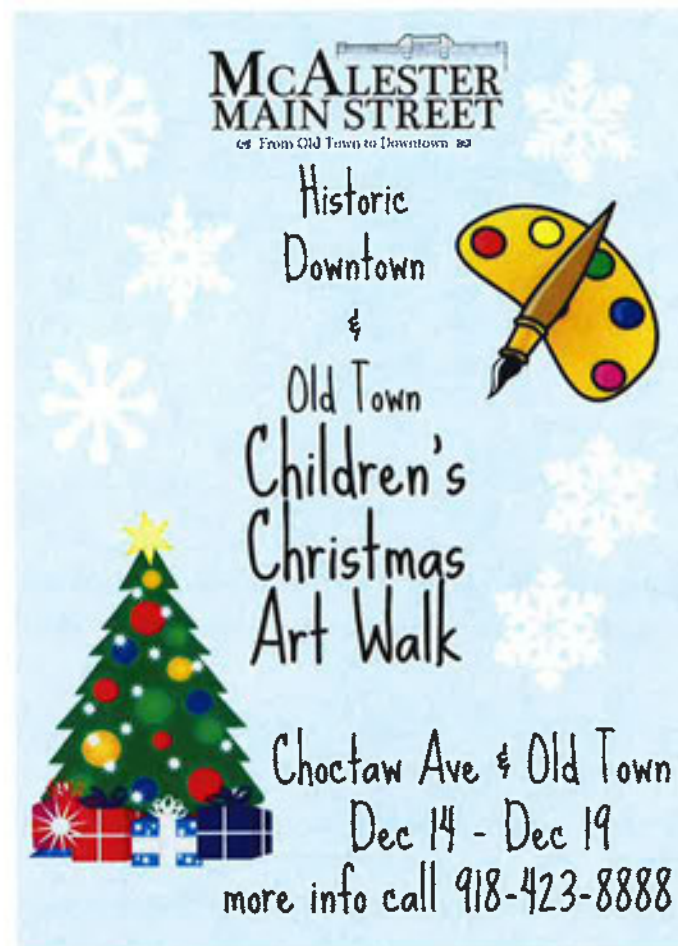
McAlester Main Street teamed up with American Express to host Small Business Saturday on November 28th. McAlester Main Street businesses were given complimentary items to help promote their inventory and express the importance of shopping local. Many shoppers came to Downtown and Old Town on Small Business Saturday to show their love for small business!

Festival of Trees



McAlester Main Street participated in the Festival of Trees hosted by the International Rainbow for Girls in November. This event showcased trees provided by local businesses and non-profits. Main Street created this Shop Local tree that helped promote all of our Main Street member businesses as a way to show our support for the community.

Art Walk



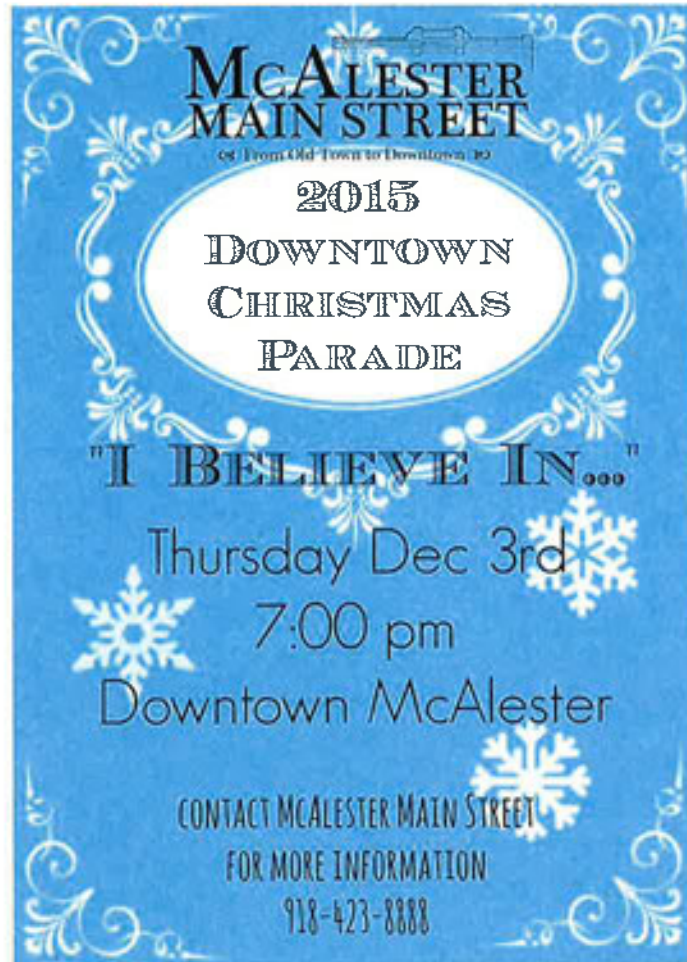
In December, McAlester Main Street hosted a Children's Art Walk that showcased art drawn by children in our community. This event lasted a week and Main Street member businesses displayed the art in their stores. The Art Walk event was a way to promote Downtown and Old Town by allowing families to come by and view their children's art that was entered into our Christmas Card drawing contest.

Downtown and Old Town Cookie Tour



In December, Store owners in the Downtown district held the 2nd Annual Cookie Tour. Each store owner provided 4 dozen cookies that were given away to the costumers that came in to shop. This event helped to promote downtown, as well as, bring in more customers to our Main Street members businesses.

Downtown Christmas Parade



The Downtown Christmas Parade is held every year on the first Thursday in December. The McAlester High School band performed and many businesses and organizations participated by decorating entries and handing out goodies to the crowd. Santa Claus and Mrs. Claus rode in a white convertible provided by Bill and Ann Parrott and the end of the parade. This year's theme was "I Believe In...". Floats were judged for appearance, originality, adherence to theme and difficulty of workmanship. Judges included Kevin Priddle of The Bank, NA, Elizabeth Maggfin from Pride In McAlester, and Megan Waters of McAlester Radio. This annual event brings hundreds of families to Downtown and is a great way to promote a family friendly downtown environment.

Beat The Clock Sale

On December 22, McAlester Main Street helped promote the Downtown Drawing by hosting the "Beat The Clock Sales" where shoppers were encouraged to get their tickets for the drawing in Main Street member businesses before time ran out. Store owners ran out of tickets before noon that day and were pleased at the response the public had on the promotional activity.



Beat the Clock December 22

*Receive last minute 10K
Drawing tickets before it's too
late!!!*

**2x
tickets!**



*Shop or Dine in McAlester Main Street
Participating Stores and for every \$10.00
you spend double your tickets!
While tickets last!
10:00 a.m. - 4:30 p.m.
December 22*

**Dottie's Children's Boutique* *Common Roots*
Yellow Gazebo *Harper & Gray House*
Jet Fire *Crossroads BBQ* *Lucy's Two**

MMS Projects Continuing

Downtown Loft Apartments

1st Street Bandstand

Master Streetscape Plan

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





McAlester City Council

AGENDA REPORT

TABLED FROM THE JANUARY 26TH MEETING

Meeting Date:	February 9, 2016	Item Number:	Consent Agenda
Department:			
Prepared By:	Cora Middleton, City Clerk	Account Code:	
Date Prepared:	February 2, 2016	Budgeted Amount:	
		Exhibits:	9

Subject

Concur with Oklahoma Municipal Assurance Group denial of Claim No. 201398-LR.

Recommendation

Staff recommends concurrence with Oklahoma Municipal Assurance Group denial of Claim No. 201398-LR.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

Pf

02/02/16



Oklahoma Municipal Assurance Group

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

January 12, 2016

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

RE: Member : City of McAlester
Claimant : Asenath Williamson
Date of Loss : 11/18/2015
Claim No. : 201398-LR

Dear Ms. Middleton:

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

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

Thus to begin the 180-day statute of limitations prior to 3/8/16, you must deny this claim in writing before 3/8/16. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

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

Sincerely,

Lori Randall
Claims Adjuster



Oklahoma Municipal Assurance Group

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

January 12, 2016

Asenath Williamson
P.O. Box 96
Krebs, OK 74554

RE: Member : City of McAlester
 Claimant : Asenath Williamson
 Date of Loss : 11/18/2015
 Claim No. : 201398-LR

Dear Ms. Williamson:

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

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

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

Sincerely,

Lori Randall
Claims Adjuster

cc: City of McAlester



Oklahoma Municipal Assurance Group

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

December 11, 2015

Asenath Williamson
P.O. Box 96
Krebs, OK 74554

Re: Member	:	City of McAlester
Claimant	:	Asenath Williamson
Date of Loss	:	11/18/2015
Claim Number	:	201398-LR

Dear Ms. Williamson,

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

Sincerely,

Lori Randall
Claims Examiner

LR/as

cc: City of McAlester

Cora Middleton

From: Cora Middleton
Sent: Thursday, December 10, 2015 5:30 PM
To: 'claimsdepartment@omag.org'
Subject: Notice of Tort Claim
Attachments: 9th and Monroe curb, photos.pdf; 15.11.18, N. Williamson, Tire Damage at 9th and Monroe, Safety Officer Report.docx; Notice of Tort Claim.pdf

To Whom It May Concern:

Attached is a Notice of Tort Claim for alleged damage to a tire on a 2011 Buick Enclave owned by Asenath Williamson. The alleged damage occurred on November 18, 2015 in the City of McAlester. If you have any questions please do not hesitate to contact me.

Thank you,

Cora Middleton, CMC
City Clerk

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the

City of McAlester

Public entity you are filing this claim against.

[Handwritten signature]

PLEASE PRINT OR TYPE AND SIGN

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

CLAIMANT(S) Asenath Williamson
ADDRESS 703 W 9th
Krebs OK 74554

CLAIMANT(S) SOCIAL SECURITY NO. _____

CLAIMANT(S) DATE OF BIRTH _____

PHONE: HOME () _____

BUS. () _____

1. DATE AND TIME OF INCIDENT 11-18-15
245 11 1a.m. (☒ 1p.m.)

Continue on another sheet if needed
for any information requested)

2. LOCATION OF INCIDENT Madame # 9th

3. DESCRIBE INCIDENT was on S. Lane headed West - stopped in front of
mail carrier to mail letters & backed toward 9th ran over
curb into metal drainage guard that was broken. I only thought I
went onto curb - when I went forward it cut my tire on side - unrepairable

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

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

NA
Describe injury _____

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

NAME OF DOCTOR OR HOSPITAL _____

ALL MEDICAL BILLS (attach Copies) \$ _____

LIST OTHER DAMAGES CLAIMED \$ _____

TOTAL BODILY INJURY. \$ _____

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

VEHICLE NAME Buick BODY TYPE Enclave YEAR 2011

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

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS metal cut whole tire up on drain

PROPERTY DAMAGE (Attach repair bills or two estimates) \$ _____

LIST OTHER DAMAGES CLAIMED \$ _____

TOTAL PROPERTY \$ 105⁰⁰

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

6. The names of any witnesses known to you.

<u>officer</u>	<u>ORR</u>	<u>MCALPD</u>	<u>Came after it was done</u>
Name		Address	Phone Number
<u></u>	<u></u>	<u></u>	<u></u>
Name		Address	Phone Number

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

TOTAL CLAIM \$ 105⁰⁰

SIGNATURE(S)

DATE

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

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

This Notice of Tort Claim was received by Cora Middleton
(Title) City Clerk, on Dec. 9, 20 15

For further information on this claim contact Doug Basinger
(Title) Safety/Risk Mgmt Officer, by telephone at 918 433-9500 ext. 4934

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

statement from Doug Basinger, Safety/Risk Mgmt. Office, Photos

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

	<u>Name</u>	<u>Title/Position</u>	<u>Telephone</u>
1.			
2.			
3.			
4.			

Submitted by: Cora Middleton Date Dec. 10, 20 15

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

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

City of McAlester
Safety Office

Date: 11-18-2015

Reference: Property Damage Report

Location: 9th and Monroe

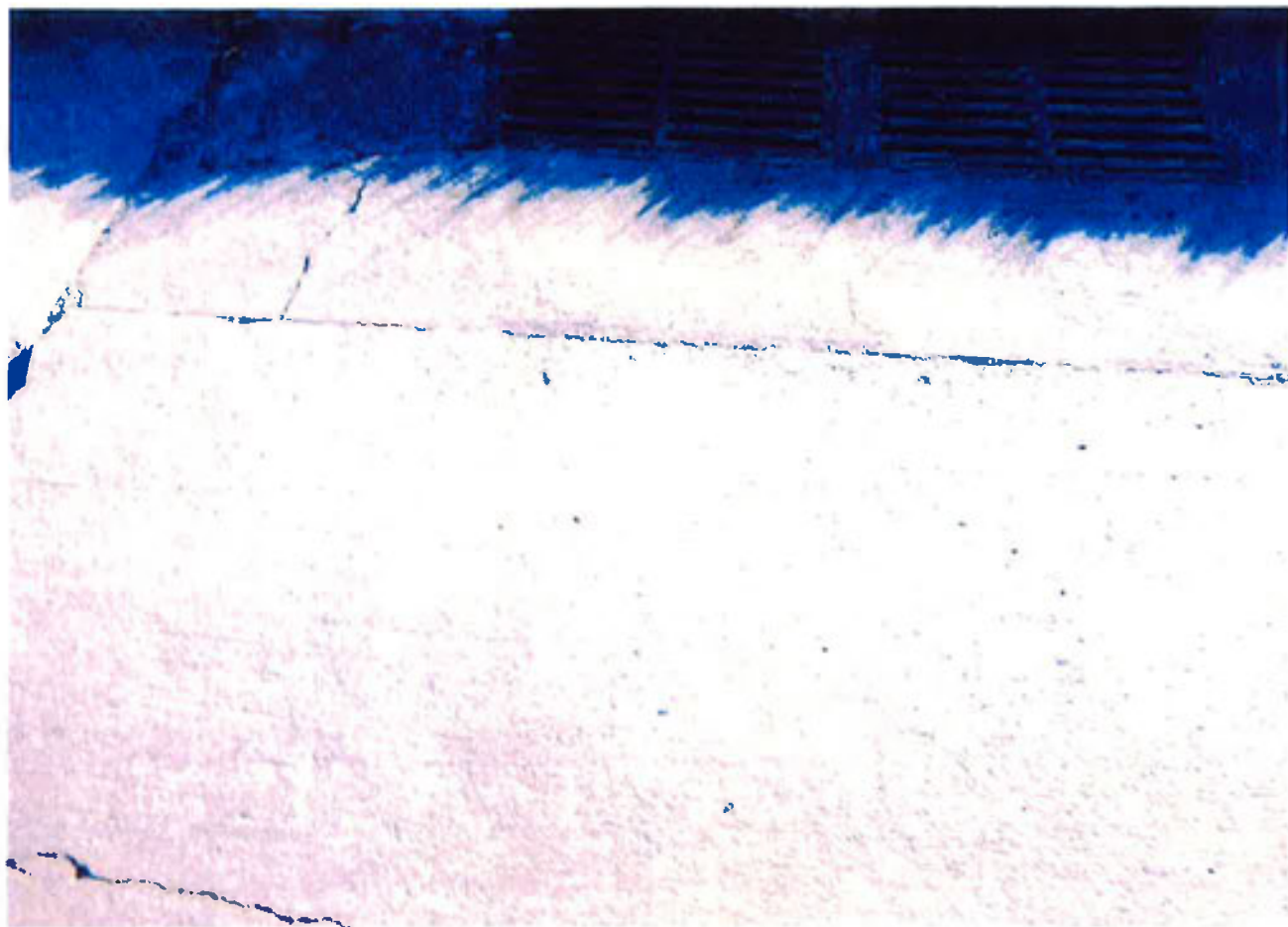
Damaged Property: 1 tire

Comments: Asenath Williamson, 918-423-0834 of Krebs, Oklahoma was westbound on E. Monroe. She was driving a 2011 Buick Enclave, OK Tag # 747-HKN. She pulled into the eastbound lane behind a postal carrier's vehicle to give him some letters instead of making a trip to the post office. She admits she was in the wrong lane. When she backed up, she claims she ran over the curb (the curb was actually a metal gutter box). The metal of the gutter had apparently been broken previous to this incident. The jagged edges of the metal curb box shredded her tire.

The City of McAlester had no notice of a broken curb/gutter box prior to this day. Mrs. Williamson would not have suffered damage to her tire had she not been on the wrong side of the road and had not backed over the curb. She was sent a claim form from the City Clerk.

Attached are photographs of the area and the curb/gutter box.

Doug Basinger
Safety/ Risk Management







McAlester City Council

AGENDA REPORT

Meeting Date: February 9, 2016 Item Number: Consent Agenda
Department: _____
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: February 2, 2016 Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon, ratification of Supplemental Agreement Change Order #2 to Bronze Oak, LLC for the Airport Drainage Project in the amount of \$12,318.95 and adding 5 additional work days.

Recommendation

Staff recommends approval of Change Order #2 for completion of the Airport Drainage Project.

Discussion

The original drainage trench was not suitable for the new pipe and required additional stabilization. This price includes all labor and material necessary to accomplish the work.

NOTE: This change order was previously approved by the City Manager per Resolution 15-14.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head			
City Manager	P. Stasiak	<u>PJS</u>	



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

January 28, 2016

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

RE: Airport Drainage Grant - Change Order #2, Supplemental Agreement

Mayor & Council:

I received and approved change order #2 Supplemental Agreement requesting immediate approval under the possibility of a work stoppage. The contractor (Bronze Oak) has discovered that the original drainage trench was not suitable for the new pipe. The trench requires additional stabilization. The change order adds \$12,318.95 to the total contract and the City of McAlester is responsible for 10%, or \$1,231.90. The new contract amount is now \$222,144.45. The Supplemental Agreement also includes the addition of ~~10~~ *5 P/S* workdays. Proper documentation includes the signed Supplemental Agreement No. 2 to the contract.

This will be placed on the Consent Agenda for our City Council meeting on February 8, 2016. The item will include the Supplemental Agreement No. 2 in the amount of \$12,318.95.

Sincerely,

Peter Stasiak

CC: Dale Burke
Robert Vaughn
Kevin Hardwick
Jed Banks
Jennifer Santino

SUPPLEMENTAL AGREEMENT NO. 2

1. Sponsor's (Public Agency) Name and Address

City of McAlester
28 East Washington Avenue
McAlester, Oklahoma 74501

2. Name of Airport

McAlester Regional Airport

3. Project Numbers

FAA AIP 3-40-0057-013-2015

4. Date Prepared - Prepared by:

January 25, 2016 - Jed Banks

5. Name and Address of Contractor

Bronze Oak, LLC
8218 East 121st
Bixby, Oklahoma, 74008

6. Description of Work Included in Contract

"Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting Taxiway Pavement"

7. Changes Ordered and Reason Ordered (List individual changes as A, B, C, D etc.)

A. - The existing corrugated metal pipe (CMP) being removed in this project was not originally installed as expected. The survey for the project anticipated that the pipe was placed in a straight line between drainage structures, as is normally done. However, as the existing CMP was removed, it was discovered that 45 degree bends were used which altered its course from a straight line. This resulted in the CMP being in a different trench under the existing connecting taxiway pavement. The trench for the new reinforced concrete pipe (RCP) under the paving is being backfilled with a low strength concrete material, "Controlled Low-Strength Material", or CLSM, to prevent settlement of the new pavement. The CLSM for the RCP backfill was bid as a part of the RCP installation, but not as a separate bid item. The trench for the removed CMP needs to be backfilled with the CLSM to prevent settlement. However, since the CMP was expected to follow the same alignment as the new RCP, no provision for additional CLSM backfill was made prior to bid. As a result, there is no bid item included in the Base Bid for additional CLSM backfill. Also, during the process to remove the existing CMP, the existing soil surrounding the pipe was found to be totally saturated and unstable. In order to stabilize the base to provide an adequate foundation to support the new RCP and the pavement of the connecting taxiway, large rock was placed through the saturated area. The price being proposed by the contractor includes all labor and material necessary to accomplish the work. Other line items of the bid remain unchanged. Five working days of additional time is requested for this additional work.

8. Contract Changes	Bid Item No.	Original Estimated Quantity	Contract Unit Price	Revised Estimated Quantity	Negotiated C.O. Unit Price	Original Estimated Cost	Revised Estimated Cost
Base Bid							
A.		Not Originally Bid		Lump Sum	\$12,318.95	\$0.00	\$12,318.95
					Total:	\$0.00	\$12,318.95

9. Original Contract Amount	\$186,218.00
Supplemental Agreement #1	\$23,607.50
Supplemental Agreement #2	\$12,318.95
New Contract Amount After SA #1	\$222,144.45

10. Original Contract Time:	25 workdays	New Contract time:	35 workdays
-----------------------------	-------------	--------------------	-------------

This Change Order Subject to All Original Contract Provisions.

11. ISSUED FOR REASONS INDICATED ABOVE


Signature

Consultant
Title

1/25/2016
Date

12. ACCEPTED BY SPONSOR

Signature

Title

Date

13. ACCEPTED BY CONTRACTOR

Signature

Title

Date

Approved:  1-28-16
City Manager



McAlester City Council

AGENDA REPORT

Meeting Date: February 9, 2016 Item Number: Consent Agenda
Department: _____
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: February 2, 2016 Budgeted Amount: _____
Exhibits: 4

Subject

Consider and act upon, ratification of Change Order #6 to Carstensen Contracting for CIP#4 South Sixth Street in the amount of (\$27,112.36).

Recommendation

Staff recommends approval of Change Order #6 for CIP#4 South Sixth Street.

Discussion

This Change Order represents the partial deletion of two (2) parking lots on Delaware, east of 6th Street. It also represents the deletion of ALL of the lime and lime stabilized subgrade for this project.

NOTE: This Change Order was previously approved by the City Manager per Resolution 15-14.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head			
City Manager	P. Stasiak		



January 27, 2016

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

RE: CIP 4A-Change Order #6

Mayor & Council:

I received and approved change order #6 requesting immediate approval under the possibility of a work stoppage. The contractor has moved over to Delaware Avenue and after measurements of curb and gutter along with pavement it was discovered that the design Engineer had under estimated the quantities. The change order will address the additional quantities required to address this concern. In addition, the contractor has removed lime and lime stabilization related costs for a total decrease in the contract amount. I toured the site along with our Engineer and verified all information. Proper documentation includes the signed Request For Information provided by the contractor along with signed documentation from the design Engineering Firm (Poe & Associates).

This will be placed on the Consent Agenda for our City Council meeting on February 8, 2016. The item will include the change order and contractor extra cost detail deduction of (\$27,112.36).

Sincerely,

Peter Stasiak

CC: Dale Burke
Robert Vaughn
Josh Dede
Toni Ervin
Kevin Hardwick

CITY OF McALESTER, OKLAHOMA

CHANGE ORDER NO. 6

OWNER: City of McAlester

DATE OF AGREEMENT: July 15, 2015

CONTRACTOR: Carstensen Contracting, Inc.

DATE OF CHANGE ORDER: January 27, 2016

PROJECT: CIP#4 Amendment: South Sixth Street

The following changes are made to the CONTRACT: Partial deletion of two (2) parking lots on Delaware.
Please see attached Carstensen Contracting breakdown for Notes and Info.

JUSTIFICATION:

Original CONTRACT Price:	\$ 1,083,261.40
Present CONTRACT Price:	\$ 1,120,686.49
The CONTRACT price due to this Change Order No. <u>6</u> will be (Decreased) (Increased) by:	\$ -27,112.36
The new CONTRACT price including this Change Order will be:	\$ 1,093,574.13

THE DATE FOR COMPLETION OF ALL WORK WILL BE: April 30, 2016

CONTRACTOR:
Carstensen Contracting, Inc.

OWNER:
City of McAlester

By: 

Steve Harrison, Mayor

ENGINEER:
Poe and Associates.
Design Engineers

Approved:
 1-27-16

By: 



CARSTENSEN CONTRACTING EXTRA COST DETAIL Deletion of Parking lot - CIP 4A McAlester

Note: This change order is to delete part of the two (2) parking lots on Delaware, east of 6th Street per updated drawing from Poe & Associates and at the request of Infrastructures Solutions. The old parking lot portion that is to stay is only 4" thick and will NOT be able to be doweled into. Also there is concern of corners crack on the old pavement with grade changes. CCI is NOT responsible for and shifting or cracking of concrete that is to be left. With this change order request we have shown over/under quantity changes. This change order will delete ALL of the Lime and Lime stabilized subgrade for this project.

This to include isolation joint between old & new parking lot.

Cost for all extras combined together

Item	Description	Quantity	Units	Price	Total
2	Unclassified Excavation	32.00	CY	\$12.00	\$384.00
11	Aggregate Base Type A	-2.00	CY	\$68.00	-\$136.00
12	Lime	-57.00	Ton	\$191.00	-\$10,867.00
13	Lime Stabilized Subgrade	-3487.00	SY	\$6.50	-\$22,665.50
14	Separator Fabric	-5.00	SY	\$1.55	-\$7.75
15	Prime Coat	-3.00	Gal	\$8.40	-\$25.20
16	Cowel Jointed P.C.C.P. (Placement)	-23.00	SY	\$34.00	-\$782.00
17	P.C. for Pavement	-5.00	CY	\$118.00	-\$590.00
21	Concrete Curb (6" Barrier-Integral)	-49.00	LF	\$39.00	-\$1,911.00
24	6" Concrete Driveway	109.00	SY	\$74.00	\$8,066.00
35	Removal of Concrete Pavement	-106.00	SY	\$7.50	-\$795.00
38	Sawing Pavement	87.00	LF	\$2.70	\$234.90
	Fire Hydrant Bollards (3 total around 1 hydrant)	1.00	LS	\$2,002.19	\$2,002.19
	Total				-\$27,112.36
	ADDITIONAL DAYS REQUESTED	4	days		
	Original Contract Completion including All CO			March 27, 2016	
	New Contract Substantial Completion			March 31, 2016	
	Original Contract Final Completion including All CO			April 28, 2016	
	New Contract Final Completion			April 30, 2016	

John Dele
Carstensen Contracting

1/27/2016
Date

John Dele
Date 1/27/2016

SUMMARY OF SURFACING QUANTITIES

	DOWEL JOINTED P.C. CONCRETE PAVT. (PLACEMENT)	P.C. CONCRETE FOR PAVEMENT	PRIME COAT	SUPERPAVE TYPE "S4" (PG-64-22 OK)	SUPERPAVE TYPE "S3" (PG-64-22 OK)	TACK COAT	AGGREGATE BASE TYPE "A"	8" LIME/ STABILIZED SUBGRADE	LIME/SUBGRADE MANIPULATION	CONCRETE CURB (6" BARRIER-INTEGRAL)	4" CONCRETE SIDEWALK	SEPARATOR FABRIC	TACTILE WARNING DEVICE - NEW (TYPE B)
	S.Y.	C.Y.	GAL.	TON	TON	GAL.	C.Y.	S.Y.	TON	L.F.	S.Y.	S.Y.	S.F.
A. 09+00.00	1624	361	450				300	1799	29	673	189	2059	40
A. 12+50.00	878	200	246				164	983	16	308	52	1118	12
A. 01+91.00	408	91	119				79	474	8	178		556	
Overrun	191	43	55				37	220	4	96		249	
TOTALS:	3101	695	870				580	3476	57	1255	241	3982	52

																			Excavation	6" Dive	Removal	Saw Cut	Fire Hydrant Bollards
difference	-23	-5	-3	0	0	0	-2	-11	0	-49	0	-5	32	109	-106	87	1						
unit cost	\$ 34.00	\$ 118.00	\$ 8.40				\$ 68.00	\$ 15.50	\$ 191.00	\$ 39.00		\$ 1.55	\$ 12.00	\$ 74.00	\$ 7.50	\$ 2.70	\$ 2,002.19						
Change	\$ (782.00)	\$ (590.00)	\$ (25.20)	\$ -	\$ -	\$ -	\$ (136.00)	\$ (170.50)	\$ -	\$ (1,911.00)	\$ -	\$ (7.75)	\$ 384.00	\$ 8,066.00	\$ (795.00)	\$ 234.90	\$ 2,002.19						

\$ 6,269.64	SUBTOTAL CO
\$ (26,877.06)	Deduct Lime from Bid
\$ (22,665.50)	Deduct Lime subgrade treatment from Bid
\$ (27,272.86)	TOTAL CO

- 1: This does not include any overrun/underrun. Please leave this for final audit
- 2: All areas based on plan measurements (Overrun estimate for rock is +15% area and fabric +30% area)
- 3: Do not build curb around the parking on the south side of Delaware except for the radius lengths.
- 4: 6" Concrete Driveway-only rebuild to the first joint in the parking stalls and add isolation joint between new and old paving (leaving the rest as is).

(27,282.86)
 + 170.50
 27,112.36

Janet Dike

Peter Stasiak

From: Dale Burke <DBurke@MB-Eng.Com>
Sent: Wednesday, January 27, 2016 4:59 PM
To: Peter Stasiak
Cc: Robert Vaughan
Subject: FW: McAlester CIP 4A - CO 006

Pete, Generally, the Change Order deals with the removal of a portion of the parking lot/driveway on the south side of Delaware and a number of known issues with the design quantities that was identified by CCI and needs correcting before we can proceed with construction. The major items are the addition of 191 SY of additional Pavement and associated bid items and 96 LF of Curbing. In addition to these items the Lime Stabilization was not required was removed on this change order. The net change was a decrease of \$27,112.36 in the contract.

Thanks Dale



Dale Burke, P.E., President/COO
719 South George Nigh Expressway, McAlester, OK 74501
(918)420-5500 • (866)398-6481 Fax • (918)916-2973 Cell
dburke@mb-eng.com • www.MehlburgerBrawley.com

From: Dale Burke
Sent: Wednesday, January 27, 2016 3:43 PM
To: Peter Stasiak
Cc: Eric Priesz; Kevin Hardwick; Robert Vaughan; 'Jason Dickman'; 'Josh Dede'
Subject: RE: McAlester CIP 4A - CO 006

Mr. Stasiak, We concur with the Change Order from Mr. Dickman and Mr. Dede and recommend immediate approval due to the fact that we are at the end of the project and any additional delays would affect completion schedules.

Thanks Dale Burke



Dale Burke, P.E., President/COO
719 South George Nigh Expressway, McAlester, OK 74501
(918)420-5500 • (866)398-6481 Fax • (918)916-2973 Cell
dburke@mb-eng.com • www.MehlburgerBrawley.com

From: Jason Dickman [<mailto:Jason.Dickman@poeandassociates.com>]
Sent: Wednesday, January 27, 2016 3:01 PM
To: Josh Dede; Dale Burke
Cc: Peter Stasiak; Eric Priesz; Kevin Hardwick
Subject: RE: McAlester CIP 4A - CO 006

Peter Stasiak

From: Jason Dickman <Jason.Dickman@poeandassociates.com>
Sent: Wednesday, January 27, 2016 1:11 PM
To: Josh Dede; Dale Burke; Peter Stasiak; burke_dale@yahoo.com
Cc: Kevin Hardwick; Eric Priesz; Robert Vaughan
Subject: RE: McAlester CIP 4A 6th Street - Curb and Gutter
Attachments: SIXTH STREET-SUMMARY OF SURFACING QUANTITIES-REVISED with overrun_underrun.pdf

Josh, you had the following noted before. If that can be included to stop any delays.

" Eric has re-measured the 6" barrier curb and mainline.
6" barrier curb: 1400 LF – over 96 LF from bid quantity
PCCP: 3315 SY – over 191 SY"

I added to the attached and show all lime items removed

Jason P. Dickman, PE

Poe & Associates, Inc.
544 West Douglas
Wichita, KS 67203
Phone: (316) 685.4114
Cell: (316) 249.3473
Fax: (316) 685.4444 Fax
www.poeandassociates.com

CONFIDENTIALITY NOTE: The information transmitted, including attachments, is intended only for the person(s) or entity to which it is addressed and may contain confidential and/or privileged material. Any review, transmission, dissemination or other use of this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender immediately.

-----Original Message-----

From: Josh Dede [mailto:JDede@ccimn.net]
Sent: Wednesday, January 27, 2016 11:52 AM
To: Jason Dickman; Dale Burke; Peter Stasiak; burke_dale@yahoo.com
Cc: Kevin Hardwick; Eric Priesz; Robert Vaughan
Subject: RE: McAlester CIP 4A 6th Street - Curb and Gutter

I have been directed that we have to do overrun/underruns as we know about them, as much as possible. I will have to figure out what we will be for overrun/underrun on Curb and mainline before I send this CO in. I will work on that. With that said we have now been delayed on the project.

Thank you,

Josh Dede
Project Manager



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>February 9, 2016</u>	Item Number:	<u>Consent Agenda</u>
Department:	<u></u>		
Prepared By:	<u>Peter Stasiak, City Manager</u>	Account Code:	<u></u>
Date Prepared:	<u>February 2, 2016</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u>2</u>

Subject

Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-15-02-05, in the amount of \$ 13,045.00, for Professional Services related to Washington Avenue Pavement Reconstruction and funded through the McAlester Public Works Authority Construction Fund Series 2014 **Project** Account.

Recommendation

Staff recommends approval of payment to Infrastructure Solutions Group, LLC dba Mehlburger Brawley in the amount of \$ 13,045.00.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

PJS

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: February 1, 2016

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-15-02-05

ITEM

ITEM NO.

January 31, 2015

Washington Ave. Pavement Reconstruction

\$13,045.00

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: February 1, 2016

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:

January 31, 2016

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

Invoice # MC-15-02-05

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

ENGINEERING DESIGN – \$70,300.00 90% Complete	\$ 63,270.00
SURVEYING - \$12,500.00 100% Complete	\$ 12,500.00
GEOTECHNICAL - \$10,000.00 75% of \$10,000.00	<u>\$ 7,500.00</u>
TOTAL SERVICES BILLED TO DATE	\$ 83,270.00
LESS PREVIOUSLY INVOICED	<u>-\$ 70,225.00</u>
<u>TOTAL DUE THIS INVOICE</u>	<u>\$ 13,045.00</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**



McAlester City Council

AGENDA REPORT

Meeting Date: February 9, 2016 Item Number: Consent Agenda
Department: _____
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: February 2, 2016 Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-16-02-02, in the amount of \$2,580.00, for Engineering Services related to CIP#4 Final Quantity Audit and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account.

Recommendation

Staff recommends approval of payment to Infrastructure Solutions Group, LLC dba Mehlburger Brawley in the amount of \$ 2,580.00.

Discussion

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head			
City Manager	P. Stasiak	<u>PJS</u>	

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: February 1, 2016

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-16-02-02

ITEM

ITEM NO.

January 31, 2015

CIP # 4

\$2,580.00

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: February 1, 2016

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City



INVOICE SUBMITTED TO:

January 31, 2016

City of McAlester
P.O. Box 578
McAlester, OK 74502

Invoice # MC-16-02-02

In Reference To: CIP #4 (South Street) Final Quantity Audit

ENGINEERING	
Hourly – See Attached	<u>\$6,385.00</u>
 TOTAL SERVICES BILLED TO DATE	 \$6,385.00
 LESS PREVIOUSLY INVOICED	 - <u>\$3,805.00</u>
 TOTAL DUE THIS INVOICE	 <u>\$2,580.00</u>

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

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

City of McAlester
 ISG Project No. MC-16-02
 CIP # 4 (South Street) Final Quantity Audit
 Summary of Hours by Period

	Previous Periods		12/28/2015 to 01/22/2016		Total HRS		\$/HR or \$/mile		TOTAL	
Principal - Dale Burke, P.E.	1.0		1.0		\$ 240.00	\$	240.00			
Branch Manager - Robert Vaughan, P.E.	5.5	4.5	10.0		\$ 200.00	\$	2,000.00			
Project Engineer - Dale Burke, P.E.	12.0	8.0	20.0		\$ 160.00	\$	3,200.00			
Project Engineer - George Marcangeli, P.E.	0.0		0.0		\$ 160.00	\$	-			
Engineer Intern - Crysta Watson, E.I.	0.0		0.0		\$ 105.00	\$	-			
Engineering Technician - Wade Howell	4.0	4.0	8.0		\$ 100.00	\$	800.00			
Engineering Technician - Tom Ashby	0.0		0.0		\$ 100.00	\$	-			
Resident Project Representative - Kenneth Little	0.0		0.0		\$ 80.00	\$	-			
CAD Technician - Richard Cotton	0.0		0.0		\$ 75.00	\$	-			
Administrative Assistant - Melissa Jones	1.0		1.0		\$ 75.00	\$	75.00			
Secretary - Kayla Satoris	1.0		1.0		\$ 70.00	\$	70.00			
Total:					\$ 6,385.00					

Amount Previous Invoices:	\$	3,805.00
Amount This Invoice:	\$	2,580.00



McAlester City Council

AGENDA REPORT

Meeting Date: February 9, 2016 Item Number: Consent Agenda
Department: _____
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: February 2, 2016 Budgeted Amount: _____
Exhibits: 3

Subject

Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-16-03-01, in the amount of \$17,227.15, for Engineering Services and Construction Testing related to CIP#4A 6th Street and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account.

Recommendation

Staff recommends approval of payment to Infrastructure Solutions Group, LLC dba Mehlburger Brawley in the amount of \$ 17,227.15.

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

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: February 1, 2016

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-16-03-01

ITEM

ITEM NO.

January 31, 2015

CIP # 4A 6th Street

\$17,227.15

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: February 1, 2016

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City

City of McAlester
 ISG Project No. MC-16-03
 CIP # 4A (Sixth Street) Construction Management
 Summary of Hours by Period

	Previous Periods	01/02/2016 to 01/22/2016	Total HRS	\$/HR or \$/mile	TOTAL
Principal - Dale Burke, P.E.	0.0		0.0	\$ 240.00	\$ -
Branch Manager - Robert Vaughan, P.E.	0.0	6.5	6.5	\$ 200.00	\$ 1,300.00
Project Engineer - Dale Burke, P.E.	0.0	16.0	16.0	\$ 160.00	\$ 2,560.00
Project Engineer - George Marcangeli, P.E.	0.0		0.0	\$ 160.00	\$ -
Engineer Intern - Crysta Watson, E.I.	0.0		0.0	\$ 105.00	\$ -
Engineering Technician - Wade Howell	0.0		0.0	\$ 100.00	\$ -
Engineering Technician - Tom Ashby	0.0		0.0	\$ 100.00	\$ -
Resident Project Representative - Tom Grant	0.0	112.0	112.0	\$ 80.00	\$ 8,960.00
CAD Technician - Richard Cotton	0.0		0.0	\$ 75.00	\$ -
Administrative Assistant - Melissa Jones	0.0		0.0	\$ 75.00	\$ -
Secretary - Kayla Satoris	0.0		0.0	\$ 70.00	\$ -
			Total:	\$	12,820.00

Amount Previous Invoices:	\$ -
Amount This Invoice:	\$ 12,820.00



**INFRASTRUCTURE
SOLUTIONS GROUP, LLC**
Consulting Engineers

INVOICE SUBMITTED TO:

January 31, 2016

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

Invoice # MC-16-03-01

In Reference To: CIP #4A (Sixth Street)

ENGINEERING & INSPECTION	
Hourly, See Attached Summary Spreadsheet	\$12,820.00
CONSTRUCTION TESTING	
Itemized Invoice attached	<u>\$ 4,407.15</u>
TOTAL SERVICES BILLED TO DATE	\$17,227.15
LESS PREVIOUSLY INVOICED	<u>- \$ -0-</u>
TOTAL DUE THIS INVOICE	<u>\$17,227.15</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



McAlester City Council

AGENDA REPORT

Meeting Date: February 9, 2016 Item Number: Consent Agenda
Department: _____
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: February 2, 2016 Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon, authorization of payment to Carstensen Construction, Inc., Contractor's Application for Payment #5, in the amount of \$209,610.14, for Construction Services related to CIP#4 6th Street and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account.

Recommendation

Staff recommendation is to authorize payment in the amount of \$209,610.14 to Carstensen Construction, Inc. for Construction Services related to CIP#4 6th Street. The engineer on this project, Infrastructure Solutions dba Mehlburger Brawley has recommended payment for these services.

Discussion

Approved By

Initial

Date

Department Head

02/02/16

City Manager

P. Stasiak

PJS

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: February 1, 2016

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 # 5

ITEM

ITEM NO.

January 29, 2016

CIP # 4 6th ST

\$209,610.14

DATE

PURPOSE

AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

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

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

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

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

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

THE MCALESTER PUBLIC WORKS AUTHORITY



City Manager or Chairman

Date: February 1, 2016

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City



February 1, 2016

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

Re: Reconstruction of 6th Street
City of McAlester
Contractor's Pay Estimate No. Five (5)

Dear Mr. Stasiak:

Enclosed you will find six (6) copies of the Contractor's Pay Request No. Five (5) for the referenced project which covers the time period through January 29, 2016.

We recommend payment of this Pay Estimate No. Five (5) in the amount of \$209,610.14.

Please place this item on the agenda for approval at your next meeting and upon approval please sign all six (6) copies. Send three (3) copies to our office located at 719 S George Nigh Expressway, McAlester, OK 74501, one copy to the Contractor with payment and retain the other two copies for your records.

If 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/mj
Enclosures

Project No. MC-16-03

cc w/enclosure:
Tom Grant, Resident Project Representative, Infrastructure Solutions Group, LLC

CONTRACTOR'S APPLICATION FOR PAYMENT NO.

5

Application Period: 12/17/2015 To 1/29/2016		Application Date: 1/29/2016	
To (Owner): City of McAlester	From (Contractor): Carstensen Contracting, Inc.	Via (Engineer): Miles Hunter, P.E.	
Project: Reconstruction of 6th Street	Contract: CIP 4 - 6th	Original (Days): 197	Charged (Days): 0
Owner's Contract No.:	Contractor's Project No.: 15202	Engineer's Project No.: #6005601	

Application for Payment

Change Order Summary

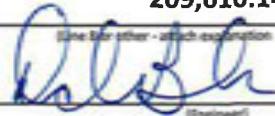
Approved Change Orders		
Number	Additions	Deductions
1	15430.2	
2	11556.93	
3	3672.71	
4	4265.25	
5	2500	
6		27112.36
TOTALS		
	37425.09	27,112.36
NET CHANGE BY CHANGE ORDERS		10,312.73

1. ORIGINAL CONTRACT PRICE	\$	1,083,261.40
2. Net change by Change Orders	\$	10,312.73
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$	1,093,574.13
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Report)	\$	987,168.20
5. MATERIALS STORED ON HAND		
a. Paid This Estimate	\$	-
b. Removed This Estimate	\$	-
5. RETAINAGE:		
a. 5% x \$ 987,168.20 Work Completed	\$	49,358.41
b. x \$ 300.00 Liquidated Damages	\$	-
c. Total Retainage (Line 5a + Line 5b)	\$	49,358.41
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	937,809.79
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	728,199.65
8. AMOUNT DUE THIS APPLICATION	\$	209,610.14
9. BALANCE TO FINISH, PLUS RETAINAGE		
(Column G on Progress Estimate + Line 5 Above)	\$	155,764.34

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: 	Date: 1/29/2016
---	-----------------

Payment of:	\$	209,610.14	
			
is recommended by:			2/1/16
		(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 (6 th St LUMP SUM BIDS)

Contractor's Application

For (contract): CIP 4-6th			Application Number: Pay Application # 5					
Application Period: December 17, 2015 To January 29, 2016			Application Date: 1/29/2016					
A ITEM		B Scheduled Value	Work Completed		E Materials Presently	F Total Completed and Stored to Date (C + D + E)	% (F/B)	G Balance to Finish (B - F)
Pay Item No.	Description		C From Previous Application (C+D)	D This Period				
6th Street - Roadway								
1	Clearing and Grubbing	\$ 3,436.00	\$ 3,436.00		\$ -	\$ 3,436.00	1.00	\$ -
4	Type A Salvaged Topsoil	\$ 6,228.00	\$ 6,228.00		\$ -	\$ 6,228.00	1.00	\$ -
35	Removal of Structures & Obstructions	\$ 8,044.00	\$ 8,044.00		\$ -	\$ 8,044.00	1.00	\$ -
44	Construction Traffic Control	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
44A	Construction Traffic Control	\$ 2,818.00	\$ 2,113.50		\$ -	\$ 2,113.50	0.75	\$ 704.50
45	Traffic Items	\$ 12,844.00	\$ -	\$ -	\$ -	\$ -	0.00	\$ 12,844.00
41	SWPPP Documentation and Management	\$ 3,498.00	\$ 2,623.50		\$ -	\$ 2,623.50	0.75	\$ 874.50
43	Mobilization	\$ 30,558.00	\$ 30,558.00		\$ -	\$ 30,558.00	1.00	\$ -
46	Construction Staking Level II	\$ 10,998.00	\$ 10,998.00		\$ -	\$ 10,998.00	1.00	\$ -
6th Street - Water								
88	CLSM BACKFILL-FILL EXISTING LINE	\$ 10,204.60	\$ 10,204.60		\$ -	\$ 10,204.60	1.00	\$ -
89	Hydrostatic Pressure Testing & Disinfection	\$ 5,866.00	\$ 5,866.00		\$ -	\$ 5,866.00	1.00	\$ -
A Street - Sewer								
91	CLSM BACKFILL-FILL SEWER EXISTING LINE	\$ 4,638.00	\$ 4,638.00		\$ -	\$ 4,638.00	1.00	\$ -
103	LEAKAGE TEST(SANITARY SEWER MANHOLES)BY NEGATIVE PRESSURE (VACUUM)	\$ 765.00	\$ 765.00		\$ -	\$ 765.00	1.00	\$ -
104	Deflection & Leakage Test (Sanitary Sewer Mains)	\$ 1,623.00	\$ 1,623.00		\$ -	\$ 1,623.00	1.00	\$ -
		\$ 101,520.60				87,097.60		\$ 14,423.00

Total This Estimate \$ 87,097.60

To Finish Lump Sum Items \$ 14,423.00

Progress Estimate (6th St Roadway)

Contractor's Application

For (contract): CIP 4 - 6th					Application Number: Pay Application #5									
Application Period: December 17, 2015 To January 29, 2016					Application Date: 1/29/2016									
A			B		C		D		E		F		G	
ITEM														
Specification Section No.	Description	Bid Quantity	Unit	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	Total \$ Completed and Stored to date	% (F/B)	Balance to Finish (B - F)		
2	Unclassified Excavation	2,524.00	CY	\$ 12.00	\$ 30,288.00	2,524.00	\$ 30,288.00	-	2,524.00	\$ 30,288.00	100%	\$ -		
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	PLITemporary 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'	580.00	CY	\$ 68.00	\$ 39,440.00	580.00	\$ 39,440.00	-	580.00	\$ 39,440.00	100%	\$ -		
12	Lime		TON	\$ 191.00	\$ -	0.00	\$ -	-	-	\$ -	#DIV/0!	\$ -		
12A	Stabilized Subgrade	3,487.00	SY	\$ 3.50	\$ 12,204.50	3,487.00	\$ 12,204.50	-	3,487.00	\$ 12,204.50	100%	\$ -		
13	Lime Stabilized Subgrade		SY	\$ 6.50	\$ -	0.00	\$ -	-	-	\$ -	#DIV/0!	\$ -		
13A	Subgrade Method B	3,487.00	SY	\$ 5.50	\$ 19,178.50	3,487.00	\$ 19,178.50	-	3,487.00	\$ 19,178.50	100%	\$ -		
14	Separator Fabric	3,982.00	SY	\$ 1.55	\$ 6,172.10	3,982.00	\$ 6,172.10	-	3,982.00	\$ 6,172.10	100%	\$ -		
15	Prime Coat	870.00	GAL	\$ 8.40	\$ 7,308.00	0.00	\$ -	-	-	\$ -	0%	\$ 7,308.00		
16	Dowel Jointed P.C.C.P. (Placement)	3,101.00	SY	\$ 34.00	\$ 105,434.00	3,101.00	\$ 105,434.00	-	3,101.00	\$ 105,434.00	100%	\$ -		
17	P.C. for Pavement	695.00	CY	\$ 118.00	\$ 82,010.00	695.00	\$ 82,010.00	-	695.00	\$ 82,010.00	100%	\$ -		
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)	1,255.00	LF	\$ 39.00	\$ 48,945.00	1,255.00	\$ 48,945.00	-	1,255.00	\$ 48,945.00	100%	\$ -		
22	4" Concrete Sidewalk	241.00	SY	\$ 77.00	\$ 18,557.00	0.00	\$ -	-	-	\$ -	0%	\$ 18,557.00		
23	8" Concrete driveway	330.00	SY	\$ 81.00	\$ 26,730.00	0.00	\$ -	-	-	\$ -	0%	\$ 26,730.00		
24	6" Concrete Driveway	276.00	SY	\$ 74.00	\$ 20,424.00	0.00	\$ -	-	-	\$ -	0%	\$ 20,424.00		
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	5,111.00	SY	\$ 7.50	\$ 38,332.50	5,111.00	\$ 38,332.50	-	5,111.00	\$ 38,332.50	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	542.00	LF	\$ 2.70	\$ 1,463.40	542.00	\$ 1,463.40	-	542.00	\$ 1,463.40	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	\$ 4,265.25	\$ 4,265.25	1.00	\$ 4,265.25	-	1.00	\$ 4,265.25	100%	\$ -		
CO 05	Core Drill 6x3 Precast Box	1.00	EA	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	-	1.00	\$ 2,500.00	100%	\$ -		
CO 06	Fire Hydrant Bollards (3 total)	1.00	LS	\$ 2,002.19	\$ 2,002.19		\$ -	-	-	\$ -	0%	\$ 2,002.19		
					\$ 813,237.36					\$ 718,227.17		\$ 95,010.19		

Total This Estimate \$ 718,227.17

To Finish Unit Price Items \$ 95,010.19

Progress Estimate (6th St Water)

Contractor's Application

For (contract): CIP 4 - 6th					Application Number: Pay Application #5							
Application Period: December 17, 2015 To January 29, 2016					Application Date: 1/29/2016							
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)
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	5" Plug	1.00	Ea	\$ 260.00	\$ 260.00	1.00	\$ 260.00	-	1.00	260.00	100%	\$ -
86	3/8"x3/4"Water Service Connection(Long) 6"x1"	8.00	Ea	\$ 1,360.00	\$ 10,880.00	8.00	\$ 10,880.00	-	8.00	10,880.00	100%	\$ -
87	3/8"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 #5				
Application Period: December 17, 2015 To January 29, 2016					Application Date: 1/29/2016				

A		B		C		D		E		F		G
ITEM												
Specification Section No.	Description	Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	Total \$ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)
90	Unclassified Excavation	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(20"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	353.00	\$ 1,059.00	-	353.00	1,059.00	100%	\$ -
					\$ 55,643.50					\$ 54,584.50		\$ 1,059.00

Total This Estimate **\$ 54,584.50**

To Finish Unit Price Items **\$ 1,059.00**



McAlester City Council

AGENDA REPORT

Meeting Date: February 9, 2016 Item Number: Consent Agenda
Department: _____
Prepared By: Peter Stasiak Account Code: _____
Date Prepared: February 2, 2016 Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon, authorization of payment to T. McDonald Construction, Inc., Contractor's Application for Payment #15, in the amount of \$31,886.17, 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.

Recommendation

Staff recommends authorization of payment to T. McDonald Construction, Inc. in the amount of \$31,886.17.

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial

A handwritten signature in blue ink, appearing to be "PJS", written over a horizontal line.

Date

02/02/16

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: February 2, 2016

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 # 15

ITEM

ITEM NO.

January 20, 2015

CIP # 3

\$31,886.17

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: February 2, 2016

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.

15

Application Period: 12/16/15 - 1/20/16		Application Date: 1/20/2016
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
7		-\$10,891.00
TOTALS	\$13,904.00	-\$19,854.50
NET CHANGE BY CHANGE ORDERS		-\$5,950.50

1. ORIGINAL CONTRACT PRICE.....	\$	\$2,730,987.50
2. Net change by Change Orders.....	\$	-\$5,950.50
3. Current Contract Price (Line 1 ± 2).....	\$	\$2,725,037.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$2,558,247.90
5. RETAINAGE:		
a. 5% X \$2,558,247.90 Work Completed....	\$	\$127,912.40
b. 10% X Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	\$127,912.40
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$2,430,335.51
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$2,398,449.33
8. AMOUNT DUE THIS APPLICATION.....	\$	\$31,886.17
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	\$294,702.90

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:

01/25/16

Payment of:

\$

\$31,886.17

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

is recommended by:

(Engineer)

(Date)

1/27/16

Payment of:

\$

\$31,886.17

(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): Second Street Improvements CIP #3							Application Number: 15			
Application Period: 12/16/15 - 1/20/16							Application Date: 1/20/2016			
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	0.9	\$58,500.00		\$58,500.00	90.0%	\$6,500.00
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	11520	\$282,240.00		\$282,240.00	99.8%	\$661.50
15	PC CONCRETE FOR PAVEMENT (PLACEMENT) -CY	2606	\$132.00	\$343,992.00	2600	\$343,200.00		\$343,200.00	99.8%	\$792.00
16	CONCRETE JOINT SEALING - LF	23625	\$1.20	\$28,350.00	23625	\$28,350.00		\$28,350.00	100.0%	
17	CONCRETE CURB (6" BARRIER-INTEGRAL) -LF	4461	\$9.00	\$40,149.00	4461	\$40,149.00		\$40,149.00	100.0%	
18	4" CONCRETE SIDEWALK-SY	1868	\$44.00	\$82,192.00	1740	\$76,560.00		\$76,560.00	93.1%	\$5,632.00
19	6" CONCRETE DRIVEWAY-SY	2064	\$66.00	\$136,224.00	1730	\$114,180.00		\$114,180.00	83.8%	\$22,044.00
20	TACTILE WARNING DEVICE-SY	420	\$22.00	\$9,240.00	216	\$4,752.00		\$4,752.00	51.4%	\$4,488.00
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	12039	\$7.00	\$84,273.00	12000	\$84,000.00		\$84,000.00	99.7%	\$273.00
26	REMOVAL OF SIDEWALK-SY	1356	\$4.00	\$5,424.00	1300	\$5,200.00		\$5,200.00	95.9%	\$224.00
27	MOBILIZATION	1	\$80,000.00	\$80,000.00	0.5	\$40,000.00		\$40,000.00	50.0%	\$40,000.00
28	TENSAR ROADRAIN-SY	12800	\$10.95	\$140,160.00	12800	\$140,160.00		\$140,160.00	100.0%	
29	CONCRETE JUNCTION BOXES	4	\$4,500.00	\$18,000.00	3	\$13,500.00		\$13,500.00	75.0%	\$4,500.00
30	19"X30" RC PIPE CLASS III	23	\$200.00	\$4,600.00	23	\$4,600.00		\$4,600.00	100.0%	
31	30" RC PIPE CLASS III	890	\$110.00	\$97,900.00	890	\$97,900.00		\$97,900.00	100.0%	
32	24"X38" RC PIPE ARCH CLASS II	5	\$300.00	\$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	18" SDR 35 PVC MAIN SEWER LINE	3050	\$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)	35	\$900.00	\$31,500.00	35	\$31,500.00	\$31,500.00	100.0%	
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
	4" DWV SCH 40 SEWER SERVICE LINE (REQUIRED FOR SERVICE SEPERATION)	120	\$25.00	\$3,000.00					\$3,000.00
CO1-1	INVESTIGATE AND CAP ABANDONED SEWER SERVICE LINES	9	\$200.00	\$1,800.00	9	\$1,800.00	\$1,800.00	100.0%	
CO1-2	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
CO1-3	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	\$61,653.90	5338	\$61,653.90	\$61,653.90	100.0%	
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%	
CO-7-1	6" SEWER SERVICE LINE	1	\$3,500.00	\$3,500.00	1	\$3,500.00	\$3,500.00	100.0%	
	Totals			\$2,725,038.40		\$2,558,247.90	\$2,558,247.90	93.9%	\$166,790.50

Stored Material Summary

Contractor's Application

For (contract): CITY OF MCALESTER SECOND STREET IMPROVEMENTS						Application Number: 15			
Application Period: 12/16/15 - 1/20/16						Application Date: 1/20/2016			
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		



McAlester City Council

AGENDA REPORT

Meeting Date:	February 9, 2016	Item Number:	Consent Agenda
Department:	Expo	Account Code:	
Prepared By:	Jerry Lynn Wilson	Budgeted Amount:	
Date Prepared:	January 28, 2016	Exhibits:	2

Subject

Consider and act upon, a request by the "OETA Ready to Learn Program" to partner with them for the rental fee for the use of the Southeast Expo Center for the "Stories Around the Campfire" in the amount of \$125.00.


Recommendation

Consider approval to partner with OETA in the amount of \$125.00 for the use of the Expo Center for this one day event in Room 101 at the Expo. See attached letter of request with all the detailed information.

Discussion

The Southeast Expo Center Rental Policy and Procedure, which was adopted by the McAlester City Council on January 8, 2008 via Resolution No. 08-04. Clause 13 of the Rules and Regulations states: "Waiver of Rental Fees - The City of McAlester will not waive any rental fees to any organizations. The City will consider partnering with organizations for educational and economic development projects if the project is open to the residents of the City of McAlester and no fee is charged to the residents of the City of McAlester. Any request for partnering must be made to the City of McAlester."

Approved By

	Initial	Date
Department Head		
City Manager	P. Stasiak 	

City of McAlester

"Southeast EXPO Center"

4500 W. Highway 270

P.O. Box 578

McAlester, OK 74502

Phone: 918-420-3976

Fax: 918-423-1092

Partnership Request

Date of Request: January 28, 2016

NAME: ZOE LYONS

ORGANIZATION: OETA

PHONE: 405/848-8501

Date of Event: March 5, 2016

Description & Rate: Room 101 - One day \$125.00

TOTAL REQUEST \$125.00

APPROVED PARTNERSHIPS

2015/16 APPROVED PARTNERSHIP BUDGET AMOUNT: \$15,000.00

TOTAL OF APPROVED PARTNERSHIPS FOR 2015/2016:

APPROVED GROUPS	EVENT DATE	EVENT	AMOUNT
E.O.S.C.-McAlester	10/28-29/15	COLLEGE & CAREER	\$2,000.00
E.O.S.C. -GEAR UP	9/29-30/15	NAT'L GEAR UP CELEBRATION	\$630.00
E.O.S.C. -GEAR UP	12/16/15	ACT PREP	\$315.00
OU/NRC	4/19/16	EMPOWERING OK SUCCESS	\$315.00
ITALIAN FESTIVAL COMM.	5/13-15/16	2016 FESTIVAL	\$2,125.00
			<u>\$5,385.00</u>

2015/2016 BUDGET AMOUNT BALANCE \$9,615.00



Dear Southeast Expo,

My name is Zoe Lyons, OETA Ready to Learn Program Coordinator for the eastern region of Oklahoma. I am making a request to you for partnership. OETA Ready to learn will be holding a free educational local event at the Southeast Expo Center on March 5, 2016 and the theme is "Stories around the campfire" which is geared towards writing and literacy. At this event we will be hosting games, story time, and parent and child activities to assist in the child's early learning development of the writing process. We currently have seven teachers and 120 students enrolled in our Ready to Learn program in the Pittsburg county area. We hope that having our event at the Southeast Expo Center and partnering with the City of McAlester that all these families and teachers will be able to attend.

OETA Ready to learn is grant funded by the Oklahoma Department of Education and designed to close the gap on Education in Oklahoma. Our main focus is to bring parents, students, and teachers together to assist in the learning of the student. We provide free books to students and teachers, parent workshops, teacher professional development, community statewide events, smaller local events and parents learn ways they can continue learning at home and be a part of their child's learning process. Learning comes not only from the classroom, but in everyday experiences around them. Our program gives parents the opportunity to see how learning can take place even in non-traditional learning environment like Oklahoma State Parks, City Zoos, Expo centers, and wellness facilities.

With this Partnership you are helping OETA and giving the McAlester community children a chance to better their learning skills and giving parents a chance to see how they can be a part of their child's education.

Thank you.

Sincerely,

Zoe Lyons

OETA Ready to Learn

Program coordinator

Zlyons@oeta.tv

7403 North Kelley Avenue · Oklahoma City, OK 73111
(405) 848-8501 · (800) 879-6382
www.oeta.tv/education/ready-to-learn



McAlester City Council

AGENDA REPORT

Meeting Date: February 9, 2016 Item Number: Consent Agenda
Department: _____
Prepared By: Cora Middleton, City Clerk Account Code: _____
Date Prepared: February 2, 2016 Budgeted Amount: _____
Exhibits: 12

Subject

Concur with Oklahoma Municipal Assurance Group denial of Claim No. 201478-LR.

Recommendation

Staff recommends concurrence with the denial of Claim No. 201478-LR.

Discussion

Approved By

Initial

Date

Department Head

02/02/16

City Manager

P. Stasiak

PJS



Oklahoma Municipal Assurance Group

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

January 18, 2016

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

RE: Member : City of McAlester
Claimant : LaTrece Neal
Date of Loss : 12/24/2015
Claim No. : 201478-LR

Dear Ms. Middleton:

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

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

Thus to begin the 180-day statute of limitations prior to 3/28/16, you must deny this claim in writing before 3/28/16. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

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

Sincerely,


Lori Randall
Claims Adjuster



Oklahoma Municipal Assurance Group

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

January 18, 2016

LaTrece Neal
1321 E. Chickasaw Ave.
McAlester, OK 74501

RE:	Member	:	City of McAlester
	Claimant	:	LaTrece Neal
	Date of Loss	:	12/24/2015
	Claim No.	:	201478-LR

Dear Ms. Neal:

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

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

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

Sincerely,

Lori Randall
Claims Adjuster

cc: City of McAlester



Oklahoma Municipal Assurance Group

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

January 6, 2016

LaTrece Neal
1321 E. Chickasaw Ave.
McAlester, OK 74501

Re: Member	:	City of McAlester
Claimant	:	LaTrece Neal
Date of Loss	:	12/24/2015
Claim Number	:	201478-LR

Dear Ms. Neal,

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

Sincerely,

Lori Randall
Claims Examiner

LR/jp

cc: City of McAlester

Cora Middleton

From: Cora Middleton
Sent: Wednesday, December 30, 2015 11:58 AM
To: 'claimsdepartment@omag.org'
Subject: Notice of Tort Claim
Attachments: Freedom Ford rim estimate Latrece Neal.pdf; Latrece Neal 12-24-15 14th and Wade Watts Damage, Safety Officer Report.docx; Latrece Neal's Pictures 12-24-15 14th Wade Watts, 1.pdf; Notice of Tort Claim, 12.24.15.pdf; Police Dept. Radio Log, 12.24.15.pdf; Repair Invoice, 12.24.15.pdf; Safety Office pictures 12-19-15 14th Wade Watts.pdf; Traffic Control statement and photos.pdf

To Whom It May Concern;

Attached are documents and photos related to alleged tire damage to a vehicle owned by LaTrece Neal that was reported to have occurred on December 24, 2015 at 14th Street and Wade Watts in McAlester, OK. If you have any questions please do not hesitate to contact me.

Thank you,

Cora Middleton, CMC
City Clerk

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the

City of McAlester

Public entity you are filing this claim against.

PLEASE PRINT OR TYPE AND SIGN

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

CLAIMANT(S) Sadness Foster Neal
ADDRESS 1321 E. Chickasaw Ave
McAlester, OK 74501

CLAIMANT(S) SOCIAL SECURITY NO. _____

CLAIMANT(S) DATE OF BIRTH _____

PHONE: HOME() _____

JS.() _____

Continue on another sheet if needed
for any information requested)

1. DATE AND TIME OF INCIDENT 12-24-15 11:45 p.m.

2. LOCATION OF INCIDENT 14th & W. Main

3. DESCRIBE INCIDENT Hit the raised part of the Street and Blowed out Both
Right Sides of my tires - Called Police they took a Report.

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

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

Describe injury _____

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

NAME OF DOCTOR OR HOSPITAL _____

ALL MEDICAL BILLS (attach Copies) \$ _____

LIST OTHER DAMAGES CLAIMED \$ _____

TOTAL BODILY INJURY..... \$ _____

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

VEHICLE NAME Ford Edge

BODY TYPE Ford Edge

YEAR 2014

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

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS 2 tires

PROPERTY DAMAGE (Attach repair bills or two estimates) \$ 684.49

LIST OTHER DAMAGES CLAIMED \$ _____

TOTAL PROPERTY..... \$ 684.49

5. NAME OF YOUR INSURANCE CO. Susan Snow AAA

POLICY NO. _____

AMOUNT CLAIMED _____

AMOUNT RECEIVED _____

6. The names of any witnesses known to you.

Name _____

Address _____

Phone Number _____

Name _____

Address _____

Phone Number _____

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

TOTAL CLAIM..... \$ 684.49

Sadness Foster Neal
SIGNATURE(S)

12-29-15
DATE

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

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

This Notice of Tort Claim was received by

(Title)

on

For further information on this claim contact

(Title)

by telephone at

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

Safety Officer Statement and photos, Radio Log from Police Dept., Repair Invoices, Traffic Control employee statement and photos.

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

Name

Title/Position

Telephone

1. _____
2. _____
3. _____
4. _____

Submitted by:

Date

Title:

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

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



720 South George Nigh Expressway
P.O. Box 1108
McAlester, Oklahoma 74502
(918) 423-2800
www.freedomfordOK.us

DATE ENTERED 29 DEC 15	YOUR ORDER NO.	DATE SHIPPED 29 DEC 15	INVOICE DATE	INVOICE NUMBER Q16558	15:22
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***** I N V O I C E Q U O T E - DO NOT PAY *****
PAGE 1 OF 1

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ACCOUNT NO. 991
LATRESE FOSTER

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SHIP VIA			SLSM. GS	B/L NO.	TERMS	F.O.B. POINT MCALESTER OK		
QUANTITY			PART NO.	DESCRIPTION	LIST	NET	AMOUNT	
QTY	UNIT	QTY						
1		1	0	DT4Z*1007*A WHEEL	1419.90	1419.90	1,419.90	
**** I N V O I C E Q U O T E -					DO NOT	PAY	***	
						</		

**NO REFUND
WITHOUT THIS INVOICE**

ALL CLAIMS & RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL. NO EXCHANGE OR REFUND ON ELECTRICAL OR SPECIAL ORDER PARTS. NO REFUNDS AFTER 10 DAYS. RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS.

CUSTOMER COPY

City of McAlester
Safety Office

Date: 12-30-2015

Reference: Property Damage Report

Location: 14th and Wade Watts

Damaged Property: 2 tires and 1 rim on a 2014 Ford Edge

Comments: This incident was reported to me by Ms. Neal on 12-29-2015. On 12-24-2015, Latrece Neal(918-421-0740), 1321 E Chickasaw, in McAlester, Oklahoma claims she ruined 2 tires and damaged a rim after hitting a bad portion of Wade Watts Avenue East of 14th Street. She claims both passenger side tires suffered damage and 1 of the rims was damaged. She had her car towed to Freedom Ford (918-423-2800) in McAlester. Rhys Smith was the service advisor, and Freedom Ford stated she did have her car towed in and the replaced the 2 tires. They did say Ms. Neal had pre-ordered 2 tires and they happened to have come in at that time by chance. They put the new tires on the front of Ms. Neal's vehicle and she ordered 2 more tires at that time for the rear of the car. They stated she had ordered new tires due to uneven tread wear on the old tires. Ms. Neal claims damages of \$684.49 for the tires and \$1547.69 for the rim.

The McAlester Police were called by Ms. Neal on 12-24-15 and did a report of the incident. In that report the officer states he saw no rim damage. It was 1:33 am and I believe he may have missed it. I called James Roberts of the City of McAlester Streets Department to look at this area with me on 12-29-15. We observed an area that Ms. Neal claims she hit and we found the area to have some problems but we both feel they were not the cause of Ms. Neal's damage. We did find some concrete portions were raised about 1 inch and I found a hole approximately 2 inches in depth. The worst portion of the road would have caused a problem if the direction of travel was opposite, but this was not the direction of Ms. Neal. We find it unlikely that one tire was damaged, let alone two. The City crew patched the area at that time until they can remove the concrete panels. This was the first notice we had been given of a problem there. The area has been patched with asphalt on more than one occasion, but we were not aware of any severe problems. This is a major street in McAlester, and this spot is driven on by hundreds of cars each hour. We have no other reports of damage to any vehicles. The tires on Ms. Neal's car are low profile tires, and I feel they do not absorb shock as well as conventional tires. I also believe her tires were worn to the point of needing to be replaced anyway. Freedom Ford states her rim had some damage but was holding air fine. I do know from experience that some tire shops will not put a tire on a rim they feel to be bad. Again, we don't believe the portion of this street was bad enough to cause two tires damage on the same car.

I have attached Ms. Neal's photos and my photos to this file along with the police report and the estimates for the damage.

Doug Basinger
Safety/ Risk Management











McAlester City Council

AGENDA REPORT

Meeting Date: February 9, 2016 Item Number: 1
Department: Council
Cora Middleton for Steve
Prepared By: Harrison, Mayor Account Code: _____
Date Prepared: February 1, 2016 Budgeted Amount: _____
Exhibits: 1

Subject

Presentation of the Mayor's Annual State of the City Address.

Recommendation

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

02/01/16



McAlester City Council

AGENDA REPORT

TABLED FROM THE JANUARY 26TH MEETING

Meeting Date:	February 9, 2016	Item Number:	2
Department:			
Prepared By:	Toni Ervin, CFO	Account Code:	44-5225480
Date Prepared:	February 1, 2016	Budgeted Amount:	
		Exhibits:	

Subject

Consider and act upon, authorizing the Mayor to sign service contract with ExecuTime Software, LLC for installation and maintenance of time entry software that interfaces with our Tyler Incode accounting software.

Recommendation

Staff recommends that the Council authorize the Mayor to sign ExecuTime Agreements.

Discussion

1. Included is a ROI –Return on Investment on a Timeclock System. It is based on the American Payroll Association article attached. It has very conservative assumptions listed on the savings and errors to be detected and still more than pays for itself.
2. Our current paper timesheets are our weakest internal control and have been identified as such. This has been an ongoing concern and the committee has been researching this for almost 4 years.
3. Included are the various hardware options. The Biometric Device will be used at locations that have multiple users that will warrant the cost. We have multiple locations that will not warrant this cost, but will have code or badge access. Internal controls will be written to address these issues as we set up this system.
4. This company will customize this software to our current needs. The implementation & services training element of the cost is for this customization. We have 3 different types of time entry: Fire, Patrol, and Non-Uniform. Each one has special codes such as Highway Safety Grant, DEA OT hours, FSLA for Fire, and CIP tracking for Streets. This company has worked with Municipalities and has experience with this specialization.
5. Included is a recommendation e-mail from the City of Stillwater.
6. Included are the changes recommended by Legal on the agreements.
7. Included are the Memo and references that were attached previously.

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

A handwritten signature in blue ink, appearing to be "PJS", written over a horizontal line.



Return On Investment Worksheet

City of McAlester Time Management System- Analysis

Payroll Processing Annual Savings \$13,000

Number of Hourly Employees

Minutes to process each time sheet

The American Payroll Association reports it takes approximately 10 minutes to process each time sheet during payroll (includes audit and data entry of each sheet).

How often do you process payroll?

52 = weekly
26 = bi-weekly
12 = monthly

Total hours saved per year 650

Average hourly pay rate of personnel preparing payroll

Human Error Annual Savings \$65,000

Average Human error factor 0.50%

The American Payroll Association reports that human error, such as miscalculations range from 1% to 6% of payroll

Annual Gross Payroll Budget

Time Theft /Lost Time Annual Savings \$79,998

Minutes lost per day per employee

The American Payroll Association estimates that approximately 5 minutes per employee per day is lost due to tardiness, early departures and long breaks.

Total number of employees

Total hours saved per year 4,210

Average employee hourly rate

Paper Reduction Annual Savings \$7,881

Annual cost of paper time sheets

Annual cost of other paper forms such as requests for time off, holiday calendars, schedules, etc.

Total cost of paper \$800

Time spent transferring paper (in minutes)

A conservative estimate of the time spent transferring paper time sheets and forms around is 2 to 3 minutes per employee per pay period

Number of employees that use paper forms

Total hours spent transferring paper 373

Your Total Return on Investment \$165,879



American Payroll Association

New York Education Division

The Incredible Time Machines Taking Time Clocks Out Of The Dark Ages

By Joseph Contorno

Payroll clerks, timekeepers, department managers and millions of employees have viewed the recording of time as a constant source of error and problems almost since the beginning of the Industrial Revolution. Back then I'm told, a timekeeper was an employee whose duty it was to stand at the doorway and manually record the comings and goings of each employee, hence the rather obvious name "timekeeper."

The first time clocks were wound as one might wind a grandfather's clock. Employees would come to the clock and, from a rack on the side, would pull a specially crafted wooden key with an assigned number carved into it, insert it into a slot, and "punch" it. That process would make an impression on a piece of paper in the back of the clock. The time was recorded by marks on the side of the paper indicating time increments. Thus, the term "punch in."

The next major advance in time recording devices came with the application of electricity and the invention of a revolving time stamp. This fostered the creation of the time card. Now an employee could take a card off the rack, insert it into the time clock, punch it and get the time stamped right on the card. Shortly thereafter, with the creation of solenoids, it was no longer necessary to punch the clock—the clock punched itself. The principle of time clocks hasn't changed much from this stage in the last 75 years.

The Basic Time Clock

Today we are all familiar with the time clock—a device in which one inserts a time card and the current time is stamped on the card. At the end of the pay period the cards are collected and the hours worked for each day by each employee are manually computed. Additionally, some attempt is made to allow for company policy in terms of arriving late or early, overtime and exception or non-standard punching. It provides a permanent record of hours worked (the time card), which is required by many state labor laws and by union contract. Generally, management has viewed it as an inefficient but simple tool by which payment can be made and grievances arbitrated.

Three Expensive Problems

When you think about it, all this manual effort is pretty costly. Industry experts have determined the cost to be a product of several factors. Three factors are:

1 THE TIME TO MANUALLY COMPUTE HOURS WORKED FOR EACH EMPLOYEE. Industry experts believe that it takes an average of five minutes to manually compute hours for one employee for a biweekly time period. The following chart indicates the cost of this function.

NUMBER OF EMPLOYEES:	100	200	500	750
HOURS TO COMPUTE:				
@ 5 min. ea. x 26 pay per.	216	433	1,083	1,625
x employees - 60 min.				
ANNUAL COST:				
@ \$7.00 per hour	\$1,512	\$3,031	\$7,581	\$11,375

Table 1.

2 THE ERRORS MADE IN MANUALLY COMPUTING TIME are often an overlooked cost. (When was the last time someone came to you to complain they were overpaid?) The chart below illustrates the cost of error in computation at various wage and size averages. While most experts feel that the error rate is probably 1%, I have used ½% in this illustration.

NUMBER OF EMPLOYEES:	100	200	500	750
AVERAGE HOURLY RATE:				
\$3.50	\$3,640	\$7,280	\$18,200	\$27,300
4.25	4,420	8,840	22,100	33,150
6.00	6,240	12,480	31,200	46,800
7.25	7,540	15,080	37,700	56,550
8.00	8,320	16,640	41,600	62,400

Table 2.

The formula for this chart is:

Number of Employees
 x Hours /Week (40)
 x Weeks/Year (52)
 x Error Factor (.005)
 x Average Hourly Rate

As you can see small errors add up!

3 LOST TIME is another area which is a surprisingly large portion of the cost of manual timekeeping. Robert Half, President of Robert Half Associates, conducts an annual survey of theft of time and estimates that time theft amounts to more than \$120 billion a year in the United States. According to the results of the survey, the average worker "steals" FOUR HOURS AND EIGHTEEN MINUTES a week by coming in late, goofing off, long lunches and breaks and leaving a few minutes late to get overtime. We prefer to call this "Lost Time." Much of this lost time can't be "recovered" by any kind of time accounting device, but if only a small fraction could be (say, 5 minutes a day), the results are staggering.

NUMBER OF EMPLOYEES:	100	200	500	750
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AVERAGE HOURLY RATE:

\$3.50	\$7.292	\$14,583	\$36,458	\$54,687
4.25	8,854	17,708	44,270	66,406
6.00	12,500	25,000	62,500	93,750
7.25	15,104	30,208	75,520	113,281
8.00	16,666	33,333	83,333	125,000

Table 3.

The formula used for the computation of Table 3 is:

5 Minutes X 250 Days = 1250 Minutes Theft per
Employee per Year

1250 / 60 = 20.83 hours/year

x Number Employees = ____ Total Avg. Hrs. Lost
Time

x Average -Rate/Hour = \$ ____ Lost time in Annual
Dollars

Of course the numbers shown in the three tables above are meant to be a guide and should not be taken literally. Nonetheless, they add up to sizable hidden sums. Let's take for example the Mythical Company which has 500 employees on the clock. The total would be:

1. Manual computations	= \$ 7,581
2. Errors @ 4.25 avg.	= \$22,100
3. Lost time @ 4.25 avg.	= \$44,270
TOTAL ANNUAL COST:	= 73,951!

Table 4.

Wouldn't it be wonderful if the Mythical company could find a replacement for its time clocks that could reduce these costs?

The Incredible Time Machines

New microcomputer technology has been applied to time clocks and the result is a host of "intelligent" time machines. Now, in the time it takes an employee to punch in or out, an incredible series of programs can record, analyze and manage that data.

Just as all microcomputers aren't alike, the new "intelligent" time clocks cover a wide range of features and vary in price by thousands of dollars. It's important, therefore, to have an understanding of the different classes of machines before contacting vendors and exploring the opportunities.

Four Different Classes of Time Accounting Equipment

We can distinguish between the four classes of intelligent equipment by what basic functions are performed.

CLASS I: TIME RECORDERS

These time clocks are the most basic. When an employee "punches," the clock records the employee number and the time in memory or on tape. Because these clocks have limited intelligence, there is no editing and a special badge may be needed. Usually no time card or printed copy of the punch is available. Punches are collected and transmitted to some other location for editing. No "on the floor" information or time calculations are done. Generally this type of clock helps to some degree with accuracy because it eliminates legibility problems. It may also speed up the transmission of information from the clock to the payroll department.

CLASS II: TIME CALCULATORS

Generally, time calculators represent a major advancement over time clocks or time recorders. Time calculators use a "time card" (also can be a badge), print the punch on the card, store it in memory, apply the company rounding rules for the punch, calculate the payroll hours for the time period, and even print the payroll hours on the card.

Company rounding rules are a critical labor management control. If, for example, Mystical Company employee comes in at 8:58 and goes home at 5:05, and company policy is overtime pay after eight hours, is he entitled to overtime? Not if company policy says the time an employee punches in and out is subject to rounding. In this case the company policy is that up to eight minutes before the hour employees are scheduled to come in and up to eight minutes after the hour they are scheduled to leave, punches are deemed to be "on the hour." Time calculators can apply company rounding policy uniformly and accurately instantly as the employee punches. Additionally, time calculators total hours for each employee, print them on the employee's card and may even print a summary of hours worked for each employee on a summary report.

In just accomplishing these tasks the intelligent time clock has greatly reduced labor, errors and lost time.

CLASS III: TIME ACCOUNTING SYSTEMS

Time Accounting Systems combine the capabilities of Time Calculators and Data Base Management software to create a powerful management tool. For example, the clock can be used to create schedules for employees. It can produce, on the shop floor, reports of who's late or absent or overtime for the period.

There are other advanced features in this class which add significantly to the value. One such feature is the ability to duplicate a card "punch for punch." This means that better control is maintained over the work force and costly overpayments are kept to a minimum. Adjustments to payroll hours can also be affected when an employee forgot to punch or other legitimate problems. Systems at this level can even prevent employees from punching in too early (or out too late) thus preventing unauthorized overtime. The system can be "programmed" to require a supervisor's authorization to allow the employee to punch. Usually, this class of clock has a keyboard which can be turned on by a supervisor and is used to enter some data and make adjustments.

Card preparation is easier with these Time Accounting Systems because, after being entered only once, name, department, shift, class and other information can be printed by the "clock" right on the card at the beginning of each payroll period.

CLASS IV: COMMUNICATING/PAYROLL MANAGEMENT SYSTEMS

The state-of-the-art time accounting systems provide the ultimate in control and flexibility. Class III machines, however, lack the ability to communicate with a central system. While they are effective as "stand alone" devices, they are limited by the number of employees who can use a single clock. Usually, this is under 200 employees. This is a practical limitation, not a technical one; only so many employees can be lined up in front of one clock. Thus, if you need more than one clock, activities involved must be duplicated for each clock. Additionally, clocks located in the plant aren't easily accessible by people in the office, so producing management information reports or making adjustments may require extra effort.

Communicating clocks solve many of the problems.

Level 1 — VDT (Video Display Terminal) Access to the Clock:

The simplest form of communications is the connection of a terminal to the clock. This can either be local, which means plugged into the clock, or remote, which means over telephone lines. Having VDT access provides an easier way to access and manipulate the data in the clock. This includes making adjustments, adding new employees and producing management information reports. Often there are multiple clocks involved and having remote VDT access gives you the ability to "talk" to each other, without having to be at the clock.

Level 2 — Communications with a Remote Computer:

Up until this point information from the clock still has to be manually posted to some payroll input document. By

supporting communications with a remote computer, data in the clock can be transferred instantly and electronically. This provides the user with several distinct advantages:

1. Data can be transferred immediately after the payroll period ends, thus giving the payroll department more time to resolve discrepancies.
2. It provides consolidation of data before being submitted for payroll processing.
3. It gives you the ability to create and manipulate a time and attendance data base which can include late and absence statistics, hours worked by category, and other data which should be centralized.
4. It eliminates the time and the errors involved in manual posting.

The cost savings and productivity improvements associated with communicating time clocks compound the savings of stand-alone time accounting systems.

The Service Bureau Alternative

The resources needed to create and then maintain the communications link between the clocks and your internal computer may be something which the data processing department can't commit to, or when taken on the whole, is low on the priority list. One solution which covers a wide range of organizational problems is the use of an outside service bureau.

What About Employee Reaction?

Generally speaking, employees and unions both like these sophisticated solutions. Employees like them because the intelligent clocks actually print the cumulative hours on the card so they know exactly how many hours they have worked and they don't have to figure it out. Also, no one really likes a "cheater," so the uniform application of company time policy helps give the company a fair image. With unions, time and pay related grievances are greatly reduced because of the incontestable data the clock provides. Disciplinary action must be documented and the clock tells it like it is, not only for one employee but for everyone on the clock.

Some Cautions

Because microcomputer integration is the thing to do, the field of automated time accounting systems lights people's imaginations. As a result, both old traditional time clock companies and brand new providers are beginning to enter the market. Don't allow yourself to make this an impulse buy. The basic rules of purchasing apply here.

1. Know the providers.
2. Get both phone references and see some installed units. Ask probing questions — not, "Are you happy?"
3. Make the vendor back his claims and make a

detailed comparison of the features and functions of the equipment.

4. Ask for a trial demonstration from those vendors who have passed the final selection criteria. There is a significant amount of effort which will go into the trial, so it is not unreasonable of the vendors to want some sort of additional compensation or commitment. This might include a conditional Purchase Order, or a payment to cover the costs of programming and installation.

5. Be prepared to commit resources to the transition from your current way of doing things to the new way. This includes parallel processing and learning the new while you're still doing the old.

An Eight Month Payback!

Let's return to our Mythical Company with 500 employees. If they decided to use the incredible new time machines, what could they expect? First let me caution you that each organization is different and this should NOT be used as a model. It's up to you to seek out vendors and project costs and savings for your company.

The Mythical Company payroll manager wanted to take full advantage of technology, so, it was planned to install a full communicating Time Accounting system. What's more, centralized time management was needed so their solution included a personal computer (in this case, an IBM PC XT).

The final Time Accounting System that they settled on included the following items:

- 4 intelligent communicating clocks
- IBM PC XT
- 5 modems (for communicating over phone lines)
- 1 extra VDT (for the plant)
- 1 printer
- Installation/programming of the clocks
- Cables and miscellaneous electrical/telephone work

This all totaled approximately \$40,000 of capital expense.

Additionally, there will be about \$5,000 a year in maintenance costs for all the equipment. (On average, maintenance runs between 12% and 18% of initial hardware costs.) Although special phone lines are not required, the Mythical Company even installed separate phone lines for each clock. This would add another \$1,200 a year.

A summary of the costs presented to Management were as follows:

Time Accounting System	\$40,000
First Year Maintenance	5,000
Telephone	<u>1,200</u>

TOTAL FIRST YEAR COST:	\$46,200
TOTAL YEARLY SAVINGS:	\$73,951
(from Table 4)	<u> </u>

NET SAVINGS FIRST YEAR:	\$27,751
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That results in an eight month payback! Assuming a five year life, the return on investment will meet any corporate standard. Third party leasing can also be arranged through most vendors, if capital is at issue.

Planning For The Future

The Mythical Company assumed a five-year life for the equipment. It's important to project what your needs will be three to five years into the future to protect yourself from obsolescence. Some important questions are:

1. Does the vendor have, TODAY, compatible systems that will meet our projected needs?
2. How much flexibility do we have to accommodate changes in our payroll practices?
3. Within the framework of the system configured, what are our growth limitations?
4. Does the vendor offer upgrade packages to increase the capacity or flexibility of the system?
5. What kind of installation and support services are available?

While it's important to look ahead to project your needs, don't let the vendor sell you on something it can't provide. TODAY. For some vendors, time machines just don't seem to make it into the future.

The incredible time machines have indeed arrived. They take the time clocks of the past and make them the Time Accounting Systems of the future.

Joseph Contorno is the vice president of Corporate Planning and Development at Managistics, Inc., and is an active member of the APA.

Time Collection Devices are an effective option to electronically collect employee time. In fact two types of devices are available and both can be used in your ExecuTime Software system. They can be configured to identify the employee by reading Proximity, Magnetic Stripe, Barcode and/or Biometric (fingerprints), and are equipped with a key pad so simple entry of a badge number is also an option for identification. All devices include a one year warranty and an extended warranty plan is optional. They require an electrical outlet (with surge protection) and Ethernet connection (to be provided by the customer). If your organization is interested in using an existing badge with the following time collection devices, we recommend providing us with a sample badge to insure compatibility.

Basic Functionality Devices

These devices allow employees to clock in/out, view time summary, view benefit accruals and approve time.



KeyPad Device - employees manually keys in identification	\$1,335.00
Barcode/Mag Devices - reads magstripe <u>or</u> barcode badge (one reader)	\$1,395.00
Proximity Devices - reads proximity enabled badges/tags	\$1,495.00
Biometric Devices - reads employees fingerprints	\$1,995.00
Biometric/Proximity Device - reads employee fingerprints as as well as proximity enabled badges/tags	\$2,279.00

Advanced Functionality Devices

These devices allow employees to clock in/out, view time summary, view benefit accruals and approve time, request time off and some job costing.



Keypad Device - employees manually keys in identification	\$1,795.00
Mag/Barcode Device - reads magstripe <u>or</u> barcode badge (one reader)	\$1,895.00
Proximity Device - reads proximity enabled badges/tags	\$1,995.00
Biometric Device - reads employees fingerprints	\$2,395.00
Biometric/Mag/Barcode Device - reads employees fingerprints, as well as magstripe or barcode badge	\$2,595.00
Biometric/Proximity Device - reads employee fingerprints as as well as proximity enabled badges/tags	\$2,795.00

Touchscreen/Advanced Functionality Devices

These devices allow employees to clock in/out, view time summary, view benefit accruals and approve time, request time off and some job costing. Wireless (WiFi (802.11a/b/g/n), POE, up to 6 hours of battery back-up and screen protector included.



Keypad Device - employees manually keys in identification	\$2,195.00
Mag/Barcode Device - reads magstripe <u>or</u> barcode badge (one reader)	\$2,495.00

(Continue)

Proximity Device - reads proximity enabled badges/tags	\$2,395.00
Biometric Device - reads employees fingerprints	\$2,695.00
Biometric/Proximity Device - reads employee fingerprints as as well as proximity enabled badges/tags	\$2,995.00

Additional Options for Basic & Advanced Devices

Uninterrupted Power Source (battery back-up)*	\$150.00
Wireless*	\$870.00
POE Splitter*	\$120.00
POE Injector	\$160.00
Extended Warranty (12 months)	13% of device price

* Additional Options are for all clocks except for *Touchscreen/Advanced Functionality Devices*, as these features are already included.)

Pricing does not include tax (if applicable) and shipping fees. Pricing and server requirements are subject to change.

**** Additional PC or Server requirements required and can be provided by your Account Manager upon request.***

Minimum Technical Requirements -Premise (In-House) System Only

Browser:

Internet Explorer 9+
iPhone/iPad Safari (Mobile)
Android Chrome (Mobile)
Windows Phone 8+ (Mobile)

OS:

Any of the following - (Must be 64 bit)
Microsoft Windows Server 2003 Standard, Enterprise, Datacenter (64-bit)
Microsoft Windows Server 2008 Standard, Enterprise, Datacenter (64-bit)
Microsoft Windows Server 2012 Standard, Enterprise, Datacenter (64-bit)

Java Environment:

JDK v1.7 minimum

Web Application Servers:

ExecuTime AS 6.1 (Installed by ExecuTime)

Databases Environment:

Any of the following Single Processor License (depending on hardware configuration)
Microsoft SQL Server 2008 or 2008 R2 (64 bit recommended)
Microsoft SQL Server 2012 (64 bit recommended)
Microsoft SQL Server 2014 (64 bit recommended)

Hardware:

Processor: Intel x64 processor with 4 cores (or greater), 3.0 GHz (or faster)
RAM: 8 GB (or greater)
Hard Disk: 2 Disk Drives with a minimum of 100GB free space on secondary drive. (Recommended configuration: 1 drive for Operating System and 1 drive for application and database installation. After installation, it is recommended to maintain at least 20GB of free space at all times.)
100/1000 Ethernet Adapter

Note: Industry standard virtual hosting platforms, such as VMWare, are also fully supported.



EXECUTIMETM
SOFTWARE



IDENTIFY POTENTIAL SAVINGS WITH EXECUTIME TIME & ATTENDANCE

A typical 200-employee company has a four million dollar payroll. The potential savings generated by automating Time & Attendance operations adds as much as \$1/4 million to your bottom line! This 6.875% labor savings is based on a study performed by the American Payroll Association and Robert Half in calculation, lost time and error factors alone. The additional benefit of better management decisions based on accurate labor information, and automatic exports to payroll are more difficult to place a value on.

SAVINGS FACTOR	50 EMPLOYEES	100 EMPLOYEES	250 EMPLOYEES	500 EMPLOYEES	1000 EMPLOYEES
Calculation	\$3,900	\$7,800	\$19,500	\$39,000	\$78,000
Lost Time	\$52,000	\$104,000	\$260,000	\$520,000	\$1,040,000
Human Error	\$15,600	\$31,200	\$78,000	\$156,000	\$312,000
TOTAL	\$71,500	\$143,000	\$357,500	\$715,000	\$1,430,000

Manual Calculation Factor

It is estimated it takes a bookkeeper approximately 7 minutes to manually add up time sheets, calculate over-time and enter data. Add to this the time spent correcting time and leave errors, and transferring data to your payroll program or telephoning your payroll service bureau. ExecuTime could save you at least six hours of time per employee each year, which calculates to over \$15,000 per year for a 200-employee company.

Lost Time Factor

Studies have shown the average employee is overpaid for 4 hours and 5 minutes of unauthorized or unearned time each week (late breaks, tardiness, early departure). Assuming automation reduces "lost time" by 24 minutes per day – that's two hours each week, ExecuTime could save your 200-employee company over \$200,000 per year.

Human Error Factor

Studies have shown payroll error factors to be between 1% and 8% of total payroll and include accuracy in reading time sheets, transposing numbers, rounding and calculation errors. Assume your error factor is minimal, approximately 1% of payroll, you lose \$62,400 each year in a 200-employee company.

With ExecuTime, it's all automatic. You hardly have to even think about it.

-Bridgeport IT Technician

RETURN ON INVESTMENT

A typical 200-employee company has a four million dollar payroll. The potential savings generated by automating Time & Attendance operations adds as much as \$1/4 million to your bottom line! This 6.875% labor savings is based on a study performed by the American Payroll Association and Robert Half in calculation, lost time and error factors alone. The additional benefit of better management decisions based on accurate labor information, and automatic exports to payroll are more difficult to place a value on.

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TOTAL	\$71,500	\$143,000	\$357,500	\$715,000	\$1,430,000

PROJECT PLAN

- **Dedicated ExecuTime Project Manager**
- **Design Phase / Scope of Work**
- **Tailored Implementation Process**
- **Comprehensive Training**



Average
90-120
Days





Workforce Management Solutions



www.executime.com

EMPLOYEE EFFICIENCY



EFFICIENCY + ACCOUNTABILITY

The screenshot displays a time management system with three main components:

- Calendar View:** A calendar grid showing employee schedules with green and orange blocks representing different shifts or activities.
- Employee List:** A table listing employees with checkboxes for their status. The list includes:

Employee	Status
ADAMS, SALLY A	✓
FORD, ROBERT E	✓
JONES, HELEN L	✓
KING, HENRY A	✓
LEE, FRANK	✓
PALLANTE, LARRY	✓
SMITH, MARY I	✓
WESC, HENRY M	✓
WILLIAMS, ALICE L	✓
- Approval Pop-up:** A dialog box titled "APPROVE TIME OFF REQUEST" asking for approval of a request for 2 days (Feb 24-25, 2015) for Henry Smith. It includes fields for "Hours" (2.00) and "Reason" (Sick). Buttons for "Approve", "Decline", and "Cancel" are at the bottom.

EFFICIENCY + ACCOUNTABILITY

Employee	Status	Time	Phone Number	Email Address	
1 ADAMS, SALLY	Working	2015-02-19 06:00:00	888-667-1234	sally.adams@gmail.com	📞
2 FORD, ROBERT	Checked In	2015-02-21 22:32:40.0	0		📞
3 JONES, HELEN	Checked In	2015-02-21 06:00:00	888-777-4321	helen.jones@gmail.com	📞
4 KING, HENRY	Working	2015-02-19 06:00:00	888-667-1234	henry.king@gmail.com	📞
5 SMITH, MARY I	Checked In	2015-02-21 06:00:00	888-777-4321	mary.smith@gmail.com	📞
6 WILLIAMS, HENRY	Working	2015-02-19 06:00:00	888-667-1234	henry.williams@gmail.com	📞
7 PALLANTE, LARRY	Checked In	2015-02-21 22:32:40.0	888-667-1234	larry.pallante@gmail.com	📞
8 SMITH, MARY	Checked In	2015-02-19 06:00:00	888-667-1234	mary.smith@gmail.com	📞
9 WESC, HENRY	Checked In	2015-02-21 06:00:00	888-667-1234	henry.wesc@gmail.com	📞
10 WILLIAMS, ALICE	Checked In	2015-02-21 06:00:00	888-667-1234	alice.williams@gmail.com	📞

YOUR RULES

Pay Period: 01/12/2015 - 01/19/2015

Grade	Overhead	Overhead	Overhead	Overhead	Overhead	Overhead	Overhead	Overhead
1000	25.75	0.20	0.00	0.00	1.50	0.00	0.00	100.00
1000	25.75	0.20	0.00	0.00	1.50	0.00	0.00	100.00

Overhead Period: 01/12/2015 to 01/19/2015

Grade: 1000 Overhead: 25.75 Overhead: 0.20 Overhead: 0.00 Overhead: 0.00 Overhead: 1.50 Overhead: 0.00 Overhead: 0.00 Overhead: 100.00

C. Show Job Costing

Job	Date	Time	Rate	Amount	Job	Date	Time	Rate	Amount	Job	Date	Time	Rate	Amount	Job	Date	Time	Rate	Amount
1000	01/12/2015	10:00	10.00	10.00	1000	01/12/2015	10:00	10.00	10.00	1000	01/12/2015	10:00	10.00	10.00	1000	01/12/2015	10:00	10.00	10.00
1000	01/13/2015	10:00	10.00	10.00	1000	01/13/2015	10:00	10.00	10.00	1000	01/13/2015	10:00	10.00	10.00	1000	01/13/2015	10:00	10.00	10.00
1000	01/14/2015	10:00	10.00	10.00	1000	01/14/2015	10:00	10.00	10.00	1000	01/14/2015	10:00	10.00	10.00	1000	01/14/2015	10:00	10.00	10.00
1000	01/15/2015	10:00	10.00	10.00	1000	01/15/2015	10:00	10.00	10.00	1000	01/15/2015	10:00	10.00	10.00	1000	01/15/2015	10:00	10.00	10.00
1000	01/16/2015	10:00	10.00	10.00	1000	01/16/2015	10:00	10.00	10.00	1000	01/16/2015	10:00	10.00	10.00	1000	01/16/2015	10:00	10.00	10.00
1000	01/17/2015	10:00	10.00	10.00	1000	01/17/2015	10:00	10.00	10.00	1000	01/17/2015	10:00	10.00	10.00	1000	01/17/2015	10:00	10.00	10.00
1000	01/18/2015	10:00	10.00	10.00	1000	01/18/2015	10:00	10.00	10.00	1000	01/18/2015	10:00	10.00	10.00	1000	01/18/2015	10:00	10.00	10.00
1000	01/19/2015	10:00	10.00	10.00	1000	01/19/2015	10:00	10.00	10.00	1000	01/19/2015	10:00	10.00	10.00	1000	01/19/2015	10:00	10.00	10.00

ACCURACY ACCOUNTABILITY EFFICIENCY

Time Accounting of Worked Time by Employee

Period: 01/12/2015 - 01/19/2015

Pay Period: 01/12/2015 - 01/19/2015

Summary Page

Lock This Pay Period

ACA

Employee	Grade	Overhead	Overhead	Overhead	Overhead	Overhead	Overhead	Overhead	Overhead
ADAMS, WYLLA	1000	25.75	0.20	0.00	0.00	1.50	0.00	0.00	100.00
FORD, ROBERT E	1000	25.75	0.20	0.00	0.00	1.50	0.00	0.00	100.00
JONES, HELEN L	1000	25.75	0.20	0.00	0.00	1.50	0.00	0.00	100.00
NEAL, JIMMY A	1000	25.75	0.20	0.00	0.00	1.50	0.00	0.00	100.00
MILLER, HENRY	1000	25.75	0.20	0.00	0.00	1.50	0.00	0.00	100.00
PALANTE, LEMMY	1000	25.75	0.20	0.00	0.00	1.50	0.00	0.00	100.00
NOLAN, JIMMY A	1000	25.75	0.20	0.00	0.00	1.50	0.00	0.00	100.00
SMITH, MARY J	1000	25.75	0.20	0.00	0.00	1.50	0.00	0.00	100.00
WEEK, HENRY M	1000	25.75	0.20	0.00	0.00	1.50	0.00	0.00	100.00
WATSON, ALAN L	1000	25.75	0.20	0.00	0.00	1.50	0.00	0.00	100.00

THANK YOU!

The paper savings are good and human error is way down.
The flexibility in ExecuTime is outstanding.

-Lincoln County, Oregon, USA

Errors are reduced. The time it takes to reconcile payroll is reduced. That's dramatically improved for everybody city wide.

-Lincoln County, Oregon, USA

The response from our staff has been overwhelmingly positive. It saves time and increases employee efficiency.

-Lincoln County, Oregon, USA
and Davis County, Oregon, USA

With ExecuTime, it's all automatic. You hardly have to even think about it.



Hands down, ExecuTime offers the best technical support in a software company I've ever seen.

-Roy Lusk, VP of Information Technology

Streamlining our payroll department, providing much better data access and reporting information, and improving accuracy. It's been great. I'd do it all over again.

-Dukie Mammone, Lincoln City, OR

I really appreciate their flexibility and ability to keep their customers happy. They did us a great service by just saying 'Yeah, we can do it and we'll work with you.' It was pretty amazing.



Tami Bates

20 years combined experience
Local Government
Business Development and Consultation

Tami.Bates@ExecuTime.com
863-835-1363

Toni Ervin

From: Roy Lavicky <rlavicky@stillwater.org>
Sent: Friday, January 29, 2016 10:47 AM
To: Toni Ervin
Subject: RE: Executime

Toni,

I am very sorry for the delay in getting back to you on this. I was extremely busy when your message came in. I thought I had flagged it for follow up, but I guess I didn't and it got buried in my inbox. I was scanning for another e-mail and came across it. I'm not sure if it's still relevant, but I'm happy to give you whatever information I can.

We have been ExecuTime customers since 2005 and we are very happy with their software and their support. Implementing time management has often been noted by administrators and supervisors as one of the best IT projects in the last 10 years. We feel we've done lots of great things, but I would agree that time management and the ExecuTime product are very beneficial to our organization in terms of efficiency and accuracy of processing payroll and standardizing time keeping methods in the organization. We just upgraded to their latest version, version 4. The support staff again was very knowledgeable, responsive, and accommodating during our transition. We are still exploring and getting to know some of the new features, but we think the new time sheet entry and default schedule capabilities will allow us to bring our sworn police personnel and possibly even firefighters onto the system without the need for the advanced scheduling module. We're still configuring and testing that premise, but the outlook appears to be good.

We currently utilize SunGard's Naviline (green screen) product for payroll and are in the process transitioning to their new OneSolution (windows-based) product, so I can't really speak to how it integrates with Incode, but their interface is pretty straight forward and the developers and conversion are pretty sharp. As popular as Incode is, I'd think they already have an interface, but if not, I'm sure they can develop one fairly quickly. They'd just need to know the information and format of the import file for Incode.

If you've already chosen to go with ExecuTime, I'm sure you will be happy with that decision. If you have any specific questions, please let me know and I'll do my best to answer them.

Thank you and have a great day!

Roy Lavicky

Applications & Communications Specialist
Information Technology Department



STILL PIONEERING

The City of Stillwater
723 S. Lewis St./PO Box 1449 | Stillwater, OK 74076-1449
(O) 405.742.8204 | (F) 405.742.8335
rlavicky@stillwater.org | [Website](#)



ExecuTime LICENSE AGREEMENT COVER

This License Agreement, by and between ExecuTime Software, LLC, an Oklahoma limited liability company, hereinafter referred to as "ExecuTime", and the organization named below, hereinafter referred to as "LICENSEE":

City of McAlester

ORGANIZATION NAME

28 E. Washington

STREET ADDRESS

McAlester, OK 74502

CITY/STATE/ZIP

(918) 423-9300

TELEPHONE NUMBER

This License Agreement applies to the ExecuTime Time & Attendance and Advanced Scheduling Software Systems.

Time & Attendance

250

Licensed Software

Number of Employees

The LICENSEE acknowledges that it has read this Agreement, the terms and conditions of which are set forth on this page and in the ExecuTime License Agreement Terms and Conditions Document attached hereto, and understands it and agrees to be bound by its terms and conditions. Further, the LICENSEE agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

ExecuTime:

LICENSEE:

ExecuTime Software, LLC

**Kevin Malone
Manager**

By:

Name:

Title:

Date:

Date:

ExecuTime Software, LLC
LICENSE AGREEMENT TERMS AND CONDITIONS

1. DEFINITIONS

The term "Licensed Software" in this Agreement shall mean all licensed data processing programs consisting of instructions or statements in machine readable form and any related licensed materials such as, but not limited to, manuals, system documentation and written or verbal instructions provided for use in connection with the licensed data processing programs.

2. TERM

This Agreement is effective from the date on which it is accepted by ExecuTime and will remain in effect unless terminated as provided herein. In the event the parties are unable to reach agreement as to a Solution Design, either party may, upon notice to the other party, terminate this Agreement without liability to the other party, as provided in the Purchase and Sale Agreement between the parties. In addition, this Agreement may be terminated (a) by the LICENSEE, with or without cause, upon 30 days prior written notice to ExecuTime, or (b) by ExecuTime if the LICENSEE fails to comply with any of the material terms and conditions of this Agreement and fails to cure the default within 30 days after receipt of written notice stating the exact nature of the default. It is hereby agreed that upon termination of this Agreement for any reason, LICENSEE shall discontinue use of all Licensed Software and all Licensed Software shall be returned to ExecuTime.

3. LICENSE

(a) ExecuTime hereby grants to LICENSEE a License to use for each of the entities identified on the License Agreement Cover. Any attempt to sub-license, assign or transfer any of the rights, duties or obligations under this Agreement are void without written notification to and the consent of ExecuTime, which consent must not be unreasonably withheld.

(b) The License is transferable to a backup computer when the Designated Computer or an associated unit required for use of the Licensed Software is temporarily inoperable, but only until status is restored to the Designated Computer and processing on the backup computer is completed.

4. WARRANTY AND LIMITATION OF LIABILITY

(a) ExecuTime warrants that it has the right to market, distribute, support and maintain Licensed Software and that Licensed Software is warranted to conform to the operating specifications as outlined in the applicable software documentation. LICENSEE agrees that its SOLE AND EXCLUSIVE REMEDY is for ExecuTime to correct any error, malfunction or defect if the Licensed Software warranted hereunder fails to conform to the applicable operating specifications and LICENSEE advises ExecuTime of such failure in writing, during the three (3) month warranty period. The three (3) month warranty period starts the day after the date of the complete installation. If after reasonable attempts, ExecuTime is unable to correct the error, malfunction, or defect, LICENSEE shall be entitled to recover an amount, commensurate with the nature and magnitude of the error or defect, up to the entire amount paid for the Licensed Software. (For the purpose of this Agreement, the term "error, malfunction or defect" shall mean only significant material deviations from the operating specifications for the Licensed Software as set forth in the applicable software documentation issued by ExecuTime, that render the Licensed Software unusable.)

(b) ExecuTime represents, warrants and covenants that the Licensed Software delivered hereunder, including any upgrades or subsequent releases, shall contain no "Virus". "Virus" shall mean any computer code intentionally designed to disrupt, disable, harm or otherwise impede in any manner, including aesthetical disruptions or distortions, the operation of the computer program, or any other associated software, firmware, hardware or computer system.

(c) ExecuTime's liability for damages to the LICENSEE for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to the amount paid for the Licensed Software. In no event will ExecuTime be liable for any damages caused by the LICENSEE's failure to perform the LICENSEE's responsibilities, or for any lost profits or other consequential damages, even if ExecuTime has been advised of the possibility of such damages.

(d) ExecuTime agrees to indemnify the LICENSEE against any loss and/or expenses, which may arise as a result of an alleged copyright or patent infringement by the licensed software of the copyright, patent, trademark, service mark, or other intellectual property of any third party.

(e) This warranty and liability for ExecuTime™ are void in the event that the Licensed Software is not being used with the Designated Computer.

(f) ExecuTime and/or Certified Marketing and Technical Associates will provide complete support services as outlined in the ExecuTime LICENSEE SUPPORT AGREEMENT TERMS AND CONDITIONS AGREEMENT.

(g) EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. PROTECTION AND SECURITY OF LICENSED SOFTWARE

(a) LICENSEE agrees to use the Licensed Software only as provided herein and only during the term of License granted by ExecuTime and further agrees not to provide or otherwise make available any Licensed Software to any person other than LICENSEE's agents, consultants, contracted personnel or employees without prior written consent from ExecuTime, and then only on the condition that they acknowledge ExecuTime's statement that the Licensed Software or any part thereof is the property of ExecuTime and is proprietary to ExecuTime. LICENSEE also acknowledges ExecuTime's statement that the Licensed Software is the exclusive property of ExecuTime, constitutes trade secrets of ExecuTime, and agrees to protect the Licensed Software or any part thereof from unauthorized disclosure by its agents, consultants, contracted personnel, employees, LICENSEE, or successors. In the event the License granted hereunder is terminated, the above obligations of LICENSEE with respect to protection and security shall not terminate but shall continue for a period of five (5) years following such termination of License.

(b) LICENSEE agrees to reproduce and include ExecuTime's proprietary, copyright, and trade secret notice on any copies, in whole or in part, in any form, including partial copies and modifications of Licensed Software.

(c) The LICENSEE further agrees to take appropriate action, by instruction, Agreement or otherwise, with any persons permitted access to Licensed Software so as to enable the LICENSEE to satisfy the LICENSEE's obligation under this Agreement.

6. MODIFICATION OF LICENSED SOFTWARE

The parties agree that LICENSEE shall have the right to modify any Licensed Software supplied by ExecuTime in machine readable form for LICENSEE's use under this Agreement and on the Designated Computer, and may combine such modified Licensed Software with other programs or material from updated work; provided however, upon discontinuance or termination of rights under this Agreement, the Licensed Software supplied by ExecuTime shall be completely removed from the updated work and all such materials and copies shall be returned to ExecuTime in accordance with the provisions of paragraph 8 of this Agreement. ExecuTime shall be under no obligation, however, to make revisions or releases compatible with Licensed Software which has custom modifications.

7. CANCELLATION OF LICENSE

(a) The License granted hereunder may be canceled by ExecuTime if LICENSEE defaults in payment of any amount due under this Agreement for a period of fifteen (15) business days after notice of default, or may be canceled at any time upon breach by the LICENSEE of any other covenant of this Agreement if such breach is not corrected within thirty (30) business days after receipt of written notice thereof. LICENSEE's obligation to pay charges which have accrued and damages arising from its breach of this Agreement shall survive cancellation thereof. No delay or omission in the exercise of any power or remedy herein provided or otherwise available to the other party shall alter or waive any rights or remedies.

(b) The parties agree that should either of them default in any of the covenants or agreements contained herein, the prevailing party shall be entitled to all costs and expenses including a reasonable attorney's fee which may arise or accrue from enforcing this Agreement in a court of law.

8. RETURN OF LICENSED SOFTWARE

Within thirty (30) days after the termination or cancellation for any reason of the License granted herein, LICENSEE shall deliver to ExecuTime all copies thereof in whatever form, including partial copies which may have been modified by LICENSEE, and execute a letter so certifying. ExecuTime, LICENSEE may be permitted for a specified period thereafter to retain one copy of certain materials for record purposes.

9. CONFIDENTIALITY

(a) ExecuTime and LICENSEE agree that this Agreement and the relationship it represents, requires the exchange of Confidential Information over the course of normal business. Confidential Information is information not generally known by non-party personnel including, but not limited to, the financial, marketing and other proprietary business information and LICENSEE's customer data.

(b) ExecuTime and LICENSEE further agree that, except as expressly authorized in writing in advance by the other party, neither of them will copy or disclose Confidential Information to any third party except its agents, consultants, contracted personnel or employees on a need to know basis and the agents, consultants, contracted personnel or employees are under the same obligations of confidentiality as those imposed on the parties hereunder with no further rights of disclosure of Confidential Information.

(c) Either party may use, copy, or disclose the Confidential Information to the extent required by any subpoena or order of any government authority, or otherwise as required by law, provided that the disclosing party shall give prompt notice to the other party of the circumstances.

10. UPGRADES

(a) Software version upgrades are free of charge. However, there is a charge for services on upgrades.

11. GENERAL

(a) This Agreement can be modified only by a written agreement duly signed by persons authorized to sign agreements on behalf of the LICENSEE and of ExecuTime and variance from the terms and conditions of this Agreement in any LICENSEE purchase order or other written notification will be of no effect.

(b) Neither LICENSEE nor ExecuTime is responsible for failure to fulfill their respective obligations under this Agreement due to causes beyond their control. No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or in the area of nonpayment, more than two years from the date of the last payment.

(c) ~~Any action or proceeding seeking to enforce, or to construe or determine the validity of, any term or provision of this Support Agreement, or based on any right arising out of this Agreement, shall be brought by or against a party only in the District Court in and for the County of Tulsa, State of Oklahoma or, if jurisdiction can be acquired, in the United States District Court for the Northern District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. This Support Agreement shall be governed by the laws of the State of Oklahoma both as to interpretation and performance.~~

(d) The parties agree that should either of them default in any of the covenants or agreements contained herein, the prevailing party shall be entitled to all costs and expenses including a reasonable attorney's fee which may arise or accrue from enforcing this Support Agreement in a court of law.

(e) If any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.



ExecuTime SOFTWARE SUPPORT AGREEMENT COVER

This Support Agreement ("Agreement"), by and between ExecuTime Software, LLC, a Oklahoma limited liability company, hereinafter referred to as "ExecuTime," and the organization named below, hereinafter referred to as "Licensee":

City McAlester
ORGANIZATION NAME

28 E. Washington
STREET ADDRESS

McAlester, OK 74502
CITY/STATE/ZIP

(918) 423-9300
TELEPHONE NUMBER

This Support Agreement applies to the ExecuTime Time & Attendance and Advanced Scheduling Software Systems.

The Support Fee for the Licensed Software is \$ 4,125.00 *Adjust?*

The Support Term is from 3/1/2016 to 2/28/2017
(Commencement Date: Month of Installation) (Initial Term: 15 Months/Annually)

Time & Attendance

250

Licensed Software

Number of Employees

The LICENSEE acknowledges that it has read this Agreement, the terms and conditions of which are set forth on this page and in the ExecuTime Software, LLC Support Agreement Terms and Conditions Document attached hereto, and understands it and agrees to be bound by its terms and conditions. Further, the LICENSEE agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

ExecuTime Software, LLC:

LICENSEE:

Kevin Malone
Manager

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

ExecuTime Software, LLC

LICENSEE SUPPORT AGREEMENT TERMS AND CONDITIONS

1. This Support Agreement will remain in force from the Commencement Date until the Support Termination Date and will then be automatically extended for annual periods at the current fees. The LICENSEE can terminate this Support Agreement at the end of any Support Period by returning the invoice without payment. (See paragraph 6 of this Support Agreement.) In addition, in the event the parties are unable to reach agreement as to a Solution Design, either party may, upon notice to the other party, terminate this Agreement without liability to the other party, as provided in the Purchase and Sale Agreement between the parties.
2. ExecuTime will provide LICENSEE Licensed Software Support during ExecuTime's normal working hours, Monday – Friday 7:00am – 6:00 pm (CST) on a first-in, first-out basis, based on problem severity ExecuTime will:
 - (a) Provide at ExecuTime's option and on ExecuTime's schedule, periodic error correction and updates to the object code and/or user documentation of the product so as to bring installed applications to a level equivalent with that of the current marketed version of the Licensed Software.
 - (b) Clarify installation and operating instructions contained in the user documentation delivered with the Licensed Software.
 - (c) Assist in the identification of solutions to operating problems being experienced by the LICENSEE with the Licensed Software.
 - (d) Provide problem determination, investigation, and program error correction for verified program errors in the Licensed Software and the Payroll Interface at no additional charge to LICENSEE.
 - (e) Provide data repairs for LICENSEE files and records for data problems CAUSED BY the ExecuTime product at no additional charge to LICENSEE.
 - (f) Provide data repairs for LICENSEE files and records on a "best efforts" basis for data problems NOT CAUSED BY the ExecuTime product at ExecuTime's normal hourly billing rate, currently \$175.00 per hour.
 - (g) If LICENSEE has chosen the Premier Annual Support/Maintenance option, ExecuTime shall provide LICENSEE with Emergency support 24 hours per day, 7 days per week (excluding holidays), provided the call is initiated by one of up to three (3) persons previously designated by LICENSEE. "Emergency" shall be limited to an issue that renders the Licensed Software unusable (as determined by ExecuTime in its sole discretion). All other calls will be billed at ExecuTime's normal hourly billing rate, with a minimum charge of one hour.
3. ExecuTime includes in the category "data problems NOT CAUSED BY the ExecuTime product," data corruption or integrity problems caused by, but not limited to, the following:
 - (a) Equipment malfunction or failure.
 - (b) Failure by LICENSEE to follow procedures and/or instructions contained in the documentation provided with the product or in supplementary documentation provided by ExecuTime.
 - (c) Failure by LICENSEE to follow accepted operating practices (for example, failing to routinely prepare backup data files, powering off or interrupting equipment while programs are executing, etc.).
4. ExecuTime will take due care in responding to each request for LICENSEE Support to assure that the LICENSEE is making proper use of the Licensed Software and that the Licensed Software is operating properly. ExecuTime will use commercially reasonable efforts to locate and correct any identified Licensed Software program defects reported by the LICENSEE.

5. ExecuTime expressly excludes the following services from the Licensed Software Support to be provided under this Support Agreement:
 - (a) System configuration and implementation.
 - (b) Operator training.
 - (c) On-site training and LICENSEE assistance visits.
 - (d) Training classes.
 - (e) Licensed software custom modifications.
 - (f) Support of any licensed software product other than the one indicated herein.
6. Payment in full of the appropriate LICENSEE Support Fee shown above must accompany this Support Agreement and be received by ExecuTime prior to commencement of Licensed Software Support under this Support Agreement. An invoice for the applicable LICENSEE Support Fee will be submitted by ExecuTime to LICENSEE prior to the end of each annual renewal period. To cancel the annual renewal, LICENSEE must return the invoice indicating intent to discontinue within (30) days of receipt.
7. Reinstatement of this Support Agreement after having not been in force for sixty (60) days or less will be made with no reinstatement charge retroactive to the date that the Support Agreement was terminated.
8. ExecuTime's liability for damages to the LICENSEE for any cause whatsoever and regardless of the form of actions, whether in contract or in tort including negligence, shall be limited to any actual charges incurred for up to twelve (12) months' Support Fee for the Licensed Software indicated above. Such charges shall be those in effect for the Licensed Software when the cause of action arose.

In no event will ExecuTime be liable for any damages caused by the LICENSEE's representatives or for any lost revenues or other consequential damages, even if ExecuTime has been advised of the possibility of such damages, or for any claim against the LICENSEE by any party, except as otherwise agreed in the Agreement.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Except as provided herein, neither this Support Agreement, the services granted hereunder nor any of the Licensed Software materials or copies thereof may be sub-licensed, assigned or transferred by the LICENSEE. Any attempt by LICENSEE to sub-license, assign or transfer any of the rights, duties or obligations under this Support Agreement are void without the written consent of ExecuTime, which consent will not be unreasonably withheld. Notwithstanding the foregoing, this Support Agreement, the services granted hereunder and the Licensed Software materials or copies thereof may be assigned by either party to any successor by reason of merger, reorganization, sale of all or substantially all of the assets, change of control or operation of law.
10. The terms and conditions of this Agreement may be modified by ExecuTime effective on the date of automatic renewal by providing the LICENSEE with one month's prior written notice. Any such modification will apply unless the LICENSEE exercises the option to terminate this Agreement.

Otherwise, this Agreement can only be modified by a written agreement duly signed by a person authorized to sign agreements on behalf of the LICENSEE and ExecuTime and variance from the terms and conditions of the Agreement in any LICENSEE order or other modification will be of no effect.
11. The LICENSEE represents that it is the Licensee of the Licensed Software under this Support Agreement via the Agreement effected directly with ExecuTime
12. ExecuTime's Licensed Software Support provided outside the scope of this Support Agreement will be furnished at ExecuTime's applicable time and material billing rates and terms then in effect.

13. Neither LICENSEE nor ExecuTime are responsible for failure to fulfill its obligations under this Agreement due to causes beyond either party's reasonable control.
14. No actions, regardless of form arising out of this Support Agreement may be brought by either party more than two (2) years after the cause of actions have arisen, or in the area of nonpayment, more than two (2) years from the date of the last payment.
15. Any action or proceeding seeking to enforce, or to construe or determine the validity of, any term or provision of this Support Agreement, or based on any right arising out of this Agreement, shall be brought by or against a party only in the District Court in and for the County of Tulsa, State of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
16. This Support Agreement shall be governed by the laws of the State of Oklahoma both as to interpretation and performance.
17. If any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Support Agreement did not contain the particular part, term or provision that is held to be invalid.
18. The parties agree that should either of them default in any of the covenants or agreements contained herein, the prevailing party shall be entitled to all costs and expenses including a reasonable attorney's fee which may arise or accrue from enforcing this Support Agreement in a court of law.
19. ExecuTime and LICENSEE agree that this Agreement and the relationship it represents, requires the exchange of Confidential Information over the course of normal business. Confidential Information is information not generally known by non-party personnel including, but not limited to, the financial, marketing and other proprietary business information and LICENSEE's customer data.

ExecuTime and LICENSEE further agree that, except as expressly authorized in writing in advance by the other party, neither will copy or disclose Confidential Information to any third party except its agents, consultants, contracted personnel or employees on a need to know basis and the agents, consultants, contracted personnel or employees are under the same obligations of confidentiality as those imposed on the parties hereunder with no further rights of disclosure of Confidential Information.

Either party may use, copy, or disclose the Confidential Information to the extent required by any subpoena or order of any government authority, or otherwise as required by law, provided that the disclosing party shall give prompt notice to the other party of the circumstances.



Date: 1/11/2016

Purchase and Sale Agreement

Purchaser:

City of McAlester
Attn: Toni Ervin

Seller:

ExecuTime Software
636 E Third Street
Tulsa, OK 74120
FAX: 413.235.6374

Qty.	Model/Feat./ Description	Unit Price	Amount
1	ExecuTime™ Software License Time & Attendance Up to 250 employees	\$ 15,750.00	\$ 15,750.00
1	1 st Year Annual Maintenance Time & Attendance	\$ 4,125.00	\$ 4,125.00
1	Implementation Services & Training 1. Design/Scope of Work 2. Implementation Services 3. Training Services 4. System Integration with Tyler Incode Payroll Interface Program	\$ 8,500.00	\$ 8,500.00

Total Selling Price:

\$ 28,375.00

Payment Terms

- Full payment of ExecuTime Software License, ExecuTime Maintenance, Hardware and 50% of Services is due at time of order and prior to commencement of project.
- Remaining 50% of Services due upon completion of the following milestones:
 - 20% due at project design/hardware install
 - 20% due at integration & training
 - 10% due at Go Live*
- Actual Tax & Shipping and reasonable and customary travel-related expenses will be added at time of invoicing.

* "Go Live" means the date the following has been completed by ExecuTime:

- 1) General training of Purchaser personnel, including (a) one administration training session, (b) one supervisor training session, (c) one basic employee training session, and (e) one payroll export training session; and
- 2) One or more departments of Purchaser employees are in production.



Not Included

- Hardware – Server, PC's, etc.
- Conversion Services – converting data from other T/A or Scheduling system to ExecuTime™ Software.
- Reasonable and customary travel-related expenses.
- Charges from third party software companies or providers.
- Wiring, cabling etc.
- Tyler Incode Time Keeping Integration Module – Please contact Tyler Incode directly for ordering and pricing information.

Resale Number	Payment Terms Due Upon Receipt	Ship Via Best Way	FOB Point Origin
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The Seller agrees to sell, and the Purchaser agrees to purchase, the data processing equipment, software and services listed above (the "Equipment") subject to the additional terms and conditions above, below and on the reverse. A late fee of 1.5% per month will be charged on overdue amounts. IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be signed by their respective duly authorized representatives.

Agreed to and Accepted by:

Agreed to and Accepted by:

By: _____

By: Kevin Malone

Title: _____

Title: **Contract Officer**

Date: _____

Date: 1/11/2016

1. **Delivery and Risk of Loss: Included Items.** Seller will de-install and prepare equipment for shipping, using suitable packing materials, and will deliver the Equipment to the Seller's shipping dock, F.O.B. location shown on reverse. Purchaser shall bear the risk of loss or damage from the time of such delivery, except when seller is transporting the Equipment, during which time seller will be responsible. Purchaser shall promptly pay for all transportation, rigging, packaging, and drayage charges.

All form stands, logic or other manuals, diagnostics, tools, test decks, diagrams, cables, terminators and special RPQ devices permanently attached or removable in one or more ends, which are required to attach and re-install the Equipment in a similar configuration or any "Manufacturer's Approved Configuration", shall be delivered to Purchaser at no additional charge.

2. **Taxes.** There have been or shall be added to the purchase price amounts equal to any sales, use, or similar taxes, however designated. Any personal property taxes assessable on the Equipment after delivery to the carrier shall be borne by the Purchaser.
3. **Title.** Seller warrants that at the time of delivery to Purchaser, Seller will be the lawful owner of the Equipment, with full right, power and authority to sell the Equipment to Purchaser, and that the Equipment will be free and clear of all liens, claims and encumbrances of any kind. Good and marketable title to the Equipment shall vest in Purchaser upon payment in full of the Purchase Price and the parties' execution of a mutually satisfactory Solution Design. Purchaser agrees it will not sell, transfer, lease or otherwise part with possession of the Equipment until title has vested in Purchaser.
4. **Maintenance; Warranties.** Seller warrants that the Equipment will be eligible to be placed under the Manufacturer's Maintenance Agreement. Purchaser shall be responsible for placing the Equipment under such coverage and will promptly notify Seller, in writing, of any dispute concerning the Equipment's eligibility therefore, to afford Seller a reasonable opportunity to assure such eligibility. (As to Equipment involved in the IBM Service Exchange Center Program, Seller warrants the Equipment is in good working order and has not been subject to neglect or misuse.)

THE ABOVE WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT.



5. **Default; Remedies; Limitation of Liability.** If Purchaser fails to accept delivery of the Equipment when available, fails to pay all or any part of the Purchase Price when due, or otherwise fails to perform any of it's obligations hereunder, Seller may: (a) terminate this Agreement upon written notice to Purchaser; (b) repossess the Equipment without notice or demand, and (c) pursue any other lawful remedy.

If Seller fails to deliver the Equipment in a timely manner, or breaches any warranty or otherwise fails to perform any of it's obligations hereunder, Purchaser may: (a) terminate the Agreement upon written notice to Seller, and (b) pursue any other lawful remedy.

SELLER SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE EQUIPMENT OR IT'S USE BY PURCHASER, AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH SELLER'S FAILURE TO PERFORM IT'S OBLIGATIONS HEREUNDER.

IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER, FOR ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED THE FEE FOR THE EXECUTIME SOFTWARE LICENSE STATED ABOVE.

6. **Solution Design.** Upon execution of this Purchase and Sale Agreement and Purchaser's payment of the initial installment described above, the Seller and the Purchaser shall proceed to negotiate a mutually satisfactory Solution Design that will state the exact services to be provided by Seller to Purchaser. The parties acknowledge that this Purchase and Sale Agreement, and the ExecuTime Software License Agreement (the "License Agreement") and the ExecuTime Software Support Agreement (the "Support Agreement") executed contemporaneously herewith, are contingent upon the parties' execution of a mutually satisfactory Solution Design. In the event the parties are unable to reach agreement as to a Solution Design, either party may, upon notice to the other party, terminate this Purchase and Sale Agreement, the License Agreement and the Support Agreement, without liability to the other party. Upon such termination, Seller shall have the right to take possession of all Equipment and shall be obligated to return to Purchaser all amounts previously paid by Purchaser under this Purchase and Sale Agreement, less Seller's out-of-pocket expenses and a reasonable fee for services rendered by Seller prior to termination.
7. **Entire Agreement.** This Purchase and Sale Agreement, and the License Agreement and Support Agreement the terms of which are deemed incorporated herein, constitute the complete and exclusive statement of the agreement between the parties which supersede all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of such agreements.
8. **Effective Date.** This Agreement is subject to acceptance by ExecuTime Software at its offices in Tulsa, OK, and shall only become effective on the date thereof.
9. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Oklahoma.



Minimum ExecuTime Server Requirements

Hardware:

Processor: Intel x64 processor with 4 cores (or greater), 3.0 GHz (or faster)

RAM: 8 GB (or greater)

Hard Disk: 2 Disk Drives with a minimum of 100GB free space on secondary drive. (Recommended configuration: 1 drive for Operating System and 1 drive for application and database installation. After installation, it is recommended to maintain at least 20GB of free space at all times.)

100/1000 Ethernet Adapter

OS: Any of the following - (Must be 64 bit)

Microsoft Windows Server 2003 Standard, Enterprise, Datacenter (64-bit)

Microsoft Windows Server 2008 Standard, Enterprise, Datacenter (64-bit)

Microsoft Windows Server 2012 Standard, Enterprise, Datacenter (64-bit)

Java Environment: JDK v1.6 minimum

Web Application Servers: JBoss AS (Installed by ExecuTime)

Databases Environment: Any of the following -- Single Processor License

Microsoft SQL Server 2008 or 2008 R2 (64 bit recommended)

Microsoft SQL Server 2012 (64 bit recommended)

PC Requirements:

Internet Explorer 9.0 or higher

2 GB RAM

Pricing does not include tax (if applicable) and shipping fees. Pricing and server requirements are subject to change.

**** Additional PC or Server requirements required and can be provided by your Account Manager upon request.***

Memo

To: Pete Stasiak, City Manager

Date: 1-13-2016

From: Toni Ervin, CFO

Re: Timeclocks Software Committee

We started a timeclock committee in order to decide on the best system for the City of McAlester. Everyone recognized the need and the cost effectiveness of getting a timeclock system into place and that the current Time entry system in incode is not a good system for a City this size. We have had this topic on the Audit & Finance Committee agenda and they agreed with our assessment. They made valuable suggestions that we have incorporated into our research.

Our committee for Timeclocks software has consisted of you, LaDana Detello- Payroll Clerk, Sheila Maldonado-Human Resources, Sherri Swift-Accountant, James Stanford-IT and myself. We have set through software demonstrations and received quotes from other companies: ADP, Timeclocks Plus, Kronos, and ExecuTime. Our recommendation and best fit for the City of McAlester for Timeclock Software and Equipment is with Executime. Attached is a list of references for their software. One of the deciding factors from this committee was that this software has direct interface with our current accounting software.

If you have any questions or need other information please contact me.

Toni Ervin
Chief Financial Officer
City of McAlester
PO Box 578, McAlester, OK 74502
Phone, 918-423-9300 ext. 4936
Fax 918-421-4971

ExecuTime References:

Stillwater, OK
Roy Lavicky
405-742-8204
rlavicky@stillwater.org

Broken Arrow, OK
Stephen Steward
918-259-2400 x5321
sseward@brokenarrowok.gov

Independence, KS*
David Cowan
620-330-0056
davidc@independences.gov

Bridgeport, TX*
Jesica McEachern
940-683-3416
jmceachern@bridgeport.net

Lawrence, KS
Jim Wisdom
785-832-3326
jwisdom@lawrenceks.org

Kirkwood, MO
John Adams
314-822-5833
adamsjr@kirkwoodmo.org

*Also using Incode for payroll



McAlester City Council

AGENDA REPORT

Meeting Date: February 9, 2016 Item Number: 3
Department: _____
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: February 2, 2016 Budgeted Amount: _____
Exhibits: 3

Subject

Consider and act upon, authorizing the Mayor to sign a resolution allowing the execution of a license agreement in favor of Public Service Company of Oklahoma (PSO) for a temporary staging area during emergency conditions.

Recommendation

Staff recommends authorizing the Mayor to sign the resolution and license agreement in favor of Public Service Company of Oklahoma (PSO).

Discussion

Public Service Company of Oklahoma (PSO) has requested a license agreement with the City of McAlester allowing them a temporary staging area for men, materials and equipment during emergency conditions. This area is located at W. US 270, (W. Carl Albert Pkwy), McAlester, in and around the Expo Center grounds. See Exhibit A. This agreement has been reviewed by the City Attorney. Comments and corrections have been incorporated. Document is in proper legal form for consideration.

Approved By

Department Head
City Manager

P. Stasiak

Initial

Date

PJS

RESOLUTION NO. _____

**RESOLUTION BY THE CITY OF MCALESTER, OKLAHOMA ("CITY")
RESOLVING TO AUTHORIZE THE EXECUTION OF A LICENSE
AGREEMENT IN FAVOR OF PUBLIC SERVICE COMPANY OF OKLAHOMA
("PSO") FOR A TEMPORARY STAGING AREA AND EXECUTION OF SUCH
OTHER DOCUMENTATION AS MAY BE REQUIRED TO ACCOMPLISH THE
USE BY PSO OF A PORTION OF CITY LANDS IN THE CITY OF
MCALESTER, COUNTY OF PITTSBURG, STATE OF OKLAHOMA FOR A
STAGING AREA FOR MEN, MATERIALS AND EQUIPMENT DURING
EMERGENCY CONDITIONS.**

STATE OF OKLAHOMA §

COUNTY OF PITTSBURG §

WHEREAS, CITY owns or controls certain lands in Pittsburg County, Oklahoma at the location(s) shown on the attached Exhibit A, incorporated herein for all purposes (the "Premises"); and,

WHEREAS, PSO is an electric utility certified by the Oklahoma Corporation Commission to provide electric delivery service throughout eastern and central Oklahoma, including the area constituting and surrounding the Premises; and,

WHEREAS, PSO's service area experiences emergency conditions from time-to-time, which interrupt or threaten to interrupt electric service to many of its customers, and which often require PSO to mobilize special efforts to respond to such emergencies to avoid such service interruptions or to quickly restore electrical service; and,

WHEREAS, PSO has requested permission to use the Premises as a staging area for its work crews and for the temporary storage of materials, vehicles and equipment related to the performance of work necessary to avoid interruptions in electrical service or to restore service interrupted by emergency conditions in PSO's service area; and,

WHEREAS, CITY has agreed to make the Premises available to PSO for such purposes, subject to the terms and conditions set out in the License Agreement attached hereto as Exhibit B, and incorporated herein for all purposes.

NOW, THEREFORE, BE IT RESOLVED by majority vote of the City Council of the City of McAlester, Oklahoma:

1. That the Mayor is authorized to execute the following documentation:

- a. A License Agreement for Temporary Staging Area covering the terms and conditions of the use of City lands for such purpose, in substantial form as that attached hereto as "Exhibit B".
 - b. Such other documentation as reasonably may be required to accomplish the use by PSO of CITY facilities for a staging area for men, materials and equipment during emergency conditions.
2. That all prior acts and determinations of the officials and agents of the City Council with respect to the use by PSO of City property for a temporary staging area for men, materials and equipment are hereby approved, ratified, and confirmed.

PASSED AND APPROVED this the _____ day of _____, 2016.

ATTEST:

City Secretary

Mayor

**LICENSE AGREEMENT
TEMPORARY STAGING AREA**

This License Agreement is made this _____ day of _____, 2016, by and between the CITY OF MCALESTER ("CITY") and PUBLIC SERVICE COMPANY OF OKLAHOMA, an Oklahoma corporation, with an address of 212 E. 6th Street, Tulsa, OK 74119, ("PSO"). CITY and PSO may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, CITY owns or controls certain lands in Pittsburg County, Oklahoma known as the McAlester Southeast Expo Center as described and depicted on the attached Exhibit A, incorporated herein for all purposes (the "Premises"); and,

WHEREAS, PSO is an electric utility certified by the Oklahoma Corporation Commission to provide electric delivery service throughout eastern and central Oklahoma, including the area constituting and surrounding the Premises; and,

WHEREAS, PSO's service area experiences emergency conditions from time-to-time, which interrupt or threaten to interrupt electric service to many of its customers, and which often require PSO to mobilize special efforts to respond to such emergencies to avoid such service interruptions or to quickly restore electrical service; and,

WHEREAS, PSO has requested permission to use the Premises as a staging area for its work crews and for the temporary storage of materials, vehicles and equipment related to the performance of work necessary to avoid interruptions in electrical service or to restore service interrupted by emergency conditions in PSO's service area; and,

WHEREAS, CITY has agreed to make the Premises available to PSO for such purposes, subject to the terms and conditions hereinafter set out.

AGREEMENTS:

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, including the mutual benefits accruing to CITY and PSO, the Parties hereto agree as follows:

1. Use of the Premises. Upon the occurrence of an emergency condition, which interrupts or threatens to interrupt electric service to a substantial number of PSO's customers requiring PSO to mobilize special efforts to respond to such conditions, PSO, meaning its employees, agents and contractors, may enter upon and use the Premises for the staging of work crews and for the temporary storage of materials, vehicles and equipment. PSO will endeavor to provide CITY with twenty-four (24) hours advance notice of its need to use the Premises; however, in

the event PSO is prevented from providing such advance notice by the occurrence of the emergency condition or the unavailability of the designated CITY contact, PSO shall provide notice of its need to use the Premises as soon thereafter as reasonably possible.

2. Term. This License Agreement shall remain in effect for a term of five (5) years from the date hereof, unless earlier terminated by either Party upon sixty (60) days' notice. Upon receipt of such notice, PSO's rights under this License Agreement shall terminate as to all or any part of the Premises as may be set out in such notice. Notwithstanding anything to the contrary herein contained, once PSO mobilizes to respond to a condition covered hereunder and enters the Premises for such purposes, PSO's use of the Premises as a staging area for work crews and for the temporary storage of materials, vehicles and equipment shall not be interrupted and shall extend for that period of time reasonably required by PSO to respond to the emergency condition, but in no event longer than two (2) continuous months without the written consent of CITY.
3. Appearance. PSO agrees that during its use of the Premises it will maintain the Premises in a neat and orderly fashion, and not permit the accumulation of garbage, trash or rubbish thereon.
4. Repairs. Upon PSO's cessation of use of the Premises or upon termination of this License Agreement, PSO will restore the Premises to as close to the same condition as existed before its use thereof, all without cost, risk or expense to CITY. PSO shall also repair any damage to other land owned by CITY immediately adjacent to the Premises, which may have been damaged from any activity by PSO or its employees, agents and contractors during the use of the Premises.
5. Compliance with Laws. PSO shall not commit or allow to be committed, by act or omission, any waste or nuisance in or upon the Premises. PSO represents and warrants to CITY that all activities performed by PSO, its employees, agents, and contractors on the Premises shall comply with all applicable laws, statutes, ordinances, rules and regulations or any governmental authority.
6. Insurance. PSO shall maintain a commercially reasonable amount of comprehensive general liability insurance covering both personal injury (including death) and property damage and shall provide proof of such insurance to CITY upon CITY's written request. PSO shall require any contractors or agents using the Premises to comply with this same requirement.
7. Indemnification. PSO, to the extent permitted by law, agrees to protect, indemnify and hold harmless CITY, its directors, officers, agents and employees from and against any claims, causes of action, suits, judgments, losses, damages and liability of every kind, including reasonable expenses of litigation, court costs and attorneys' fees for injuries, death or property damages (including injuries,

death or property damage suffered by PSO's employees or the employees of its agents or contractors) resulting from PSO's use of the Premises, which occurred, or are alleged to have occurred directly or indirectly, in whole or in part, from any negligent act, error or omission of PSO or any of its employees, contractors or agents. CITY agrees, to the extent permitted by law to hold harmless PSO, its officers, directors, employees and agents from any liabilities, damages and costs (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors or omissions of CITY, the CITY's contractors, consultants or anyone for whom CITY is legally responsible.

8. Notices. All notices shall be in writing and shall be delivered to the following addresses or at such different addresses as shall be directed by the Parties in writing from time-to-time.

If to PSO:

Public Service Company of Oklahoma
212 E. 6th Street
Tulsa, OK 74119
Attn: Steven Baker
918-599-2145

If to CITY:

City of McAlester
P.O. Box 578
McAlester, OK 74502
Attn: Peter Stasiak
918-423-9300

9. Assignment. PSO may not assign this License Agreement to any party without the prior written consent of CITY, which consent shall not be unreasonably withheld.
10. Entire Agreement. This License Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements, representations and negotiations between the Parties regarding the subject matter are hereby superseded. This License Agreement shall not be altered or amended except by an agreement in writing executed by both Parties hereto.
11. Survival. Termination of this License Agreement shall not relieve either Party of any obligation that by its nature should survive termination, including but not limited to all guarantees and promises of indemnity.
12. No Third Party Beneficiary. This License Agreement inures to the benefit of and obligates only the Parties executing it. No term or provision of this License Agreement shall benefit or obligate any person or entity not a party to it.
13. No Waiver of Immunity. No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this License Agreement and the performance of the covenants contained herein. No provision of this License Agreement is a consent to suit.

14. No Joint Venture. Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the Parties hereto.

EXECUTED AND MADE EFFECTIVE as of the date first above written.

CITY OF MCALESTER

By: _____

Name: Steve Harrison

Title: Mayor, City of McAlester

PUBLIC SERVICE COMPANY OF OKLAHOMA

By: _____

Name: Steven F. Baker

Title: Vice President, Distribution Region Operations

EXHIBIT A



LEGEND

Command Center	Generator
Dining Hall Tent	HWC
Food Preparation	Hand Wash Station
Ice Trailer	Light Tower
Refrigerated Trailer	Porta-pots
Shower Trailer	Water Tankers
Sleep Ctr Trailer	Fuel Tankers
Laundry Trailer	Waste Management
Linen Trailer	Truck Parking

THERE ARE ~5.5 ACRES OF DESIGNATED TRUCK PARKING, 60 TRUCKS PER ACRE., THEREFORE 337 TRUCKS AS SHOWN.

ALLOWING 2 MEN PER TRUCK, THERE WILL BE A TOTAL OF 660 MEN 36 MEN PER SLEEP TRAILER, THEREFORE 19 SLEEP TRAILERS REQUIRED



CUSTOMER	PSO
SITE NAME	MCALISTER EXPO CENTER STAGING SITE
LOCATION	4500 W US 270, MCALISTER, OK 74501

DISCLAIMER: This drawing and the information contained herein is for general presentation purposes only and is not intended for use as engineering design plans. It is the property of Storm Services LLC, use or reproduction of this drawing is not permitted without written consent from Storm Services LLC.

Facts: 36 Men per Sleep Trailer ~60 Trucks per Acre, @ 1 Truck per 2 Men.	DRAWN BY JGG	DATE 08/03/15	DRAWING NO 1 of 1
--	-----------------	------------------	----------------------



McAlester City Council

AGENDA REPORT

Meeting Date: February 9, 2016 Item Number: 4
Department: _____
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: February 2, 2016 Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon, authorizing the Mayor to sign the Engineer's Certificate of Completion and the Certificate of Substantial Completion for the 2014 CDBG Water Improvements.

Recommendation

Staff recommends approval and authorization for the Mayor to sign the Engineer's Certificate of Completion and the Certificate of Substantial Completion accepting the project as complete.

Discussion

The Contractor for the 2014 CDBG Water Improvements, Collins Waterworks, LLC, has completed all work associated with the project. Attached is the Engineer's Certificate of Completion and the Certificate of Substantial Completion. The City's engineer on the project, Infrastructure Solutions dba Mehlburger Brawley, Inc. has recommended approval and execution of these documents.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head			
City Manager	P. Stasiak		



January 21, 2016

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

Re: 2014 CDBG Water Improvements
Certificate of Substantial Completion

Dear Mr. Stasiak:

Enclosed for execution please find three (3) copies of the Certificate of Substantial Completion for the above referenced project. Please sign each copy of the Certificate.

Please send one executed copy to Mille Vance, one copy to our office located at 719 S George Nigh Expressway, McAlester, OK 74501 and retain the final copy for your records.

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

Sincerely,

Infrastructure Solutions Group, LLC
dba Mehlburger Brawley

Robert Vaughan, P.E.
Branch Manager

RV/mj
Enclosures

Project No. MC-14-04

Certificate of Substantial Completion

Project: 2014 CDBG Water Improvements	Owner: City of McAlester	Owner's Contract No.: N/A
Contract: 2014 CDBG Water Improvements	Date of Contract: July 16, 2015	
Contractor: Collins Waterworks, LLC	Engineer's Project No.: MC-14-04	

This definitive Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents: ☐ The following specified portions:

Date of Substantial Completion for all work specified in the original Bid Items: September 9, 2015

Date of Substantial Completion for all work specified in Change Order No. One (1): December 4, 2015

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

~~A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.~~

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☒ Not Amended

Owner's Amended Responsibilities:

N/A

Contractor's Amended Responsibilities:

N/A

The following documents are attached to and made part of this Certificate: None

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.


Executed by Engineer

Date

1/21/2016


Accepted by Contractor

Date

1-6-16

Accepted by Owner

Date

Certificate of Substantial Completion

Project: 2014 CDBG Water Improvements	Owner: City of McAlester	Owner's Contract No.: N/A
Contract: 2014 CDBG Water Improvements		Date of Contract: July 16, 2015
Contractor: Collins Waterworks, LLC		Engineer's Project No.: MC-14-04

This definitive Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents: ☐ The following specified portions:

Date of Substantial Completion for all work specified in the original Bid Items: September 9, 2015

Date of Substantial Completion for all work specified in Change Order No. One (1): December 4, 2015

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

~~A [tentative] [revised-tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.~~

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☒ Not Amended

Owner's Amended Responsibilities:

N/A

Contractor's Amended Responsibilities:

N/A

The following documents are attached to and made part of this Certificate: None

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.


Executed by Engineer


Date


Accepted by Contractor


Date

Accepted by Owner

Date

Certificate of Substantial Completion

Project: 2014 CDBG Water Improvements	Owner: City of McAlester	Owner's Contract No.: N/A
Contract: 2014 CDBG Water Improvements		Date of Contract: July 16, 2015
Contractor: Collins Waterworks, LLC		Engineer's Project No.: MC-14-04

This definitive Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents: ☐ The following specified portions:

Date of Substantial Completion for all work specified in the original Bid Items: September 9, 2015

Date of Substantial Completion for all work specified in Change Order No. One (1): December 4, 2015

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

~~A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.~~

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☒ Not Amended

Owner's Amended Responsibilities:

N/A

Contractor's Amended Responsibilities:

N/A

The following documents are attached to and made part of this Certificate: None

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date



January 21, 2016

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

Re: 2014 CDBG Water Improvements
Engineer's Certificate of Completion

Dear Mr. Stasiak:

Enclosed for execution please find three (3) copies of the Engineer's Certificate of Completion for the above referenced project. Please sign each copy of the Certificate.

Please send one executed copy to Mille Vance, one copy to our office located at 719 S George Nigh Expressway, McAlester, OK 74501 and retain the final copy for your records.

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

Sincerely,

Infrastructure Solutions Group, LLC
dba Mehlburger Brawley

Robert Vaughan, P.E.
Branch Manager

RV/mj
Enclosures

Project No. MC-14-04

ENGINEER'S CERTIFICATE OF COMPLETION

I, Robert Vaughan, of the firm of Infrastructure Solutions Group, LLC dba Mehlburger Brawley, A registered professional Engineer in the State of Oklahoma, and project Engineer for City of McAlester / McAlester Public Works Authority of Pittsburg, County, Oklahoma, for certain improvements consisting of:

2014 CDBG Water Improvements

Do hereby concur that the above referred to improvements were accomplished according to approved plans and specifications and/or duly authorized change orders, to the best of my knowledge, information and belief. This Certification is for the benefit of the OWNER listed above to finalize the project quantities and payment.

JT Collins of Collins Waterworks, LLC is the prime contractor on this job.

A final field observation of the project was completed.

I DO HEREBY APPROVE THE ABOVE REFERRED TO IMPROVEMENTS, AND RECOMMEND APPROVAL TO THE CITY OF MCALESTER / MCALESTER PUBLIC WORKS AUTHORITY.

Dated this 21st day of January, 2016

Respectfully submitted,



Robert Vaughan, P.E./Branch Manager

Warranty period for all work specified in the original bid items will be for two (2) years and begin on the 9th day of September, 2015.

Warranty period for all work specified Change Order No. One (1) will be for two (2) years and begin on the 4th day of December, 2015.

Accepted: City of McAlester

Acknowledged: Collins Waterworks, LLC

This the ____ day of _____,
20____.

This the 16 day of Jan,
2016.

By: _____
Signature

By:  _____
Signature

Pete Stasiak, City Manager

JT Collins/Contractor

ENGINEER'S CERTIFICATE OF COMPLETION

I, Robert Vaughan, of the firm of Infrastructure Solutions Group, LLC dba Mehlburger Brawley, A registered professional Engineer in the State of Oklahoma, and project Engineer for City of McAlester / McAlester Public Works Authority of Pittsburg, County, Oklahoma, for certain improvements consisting of:

2014 CDBG Water Improvements

Do hereby concur that the above referred to improvements were accomplished according to approved plans and specifications and/or duly authorized change orders, to the best of my knowledge, information and belief. This Certification is for the benefit of the OWNER listed above to finalize the project quantities and payment.

JT Collins of Collins Waterworks, LLC is the prime contractor on this job.

A final field observation of the project was completed.

I DO HEREBY APPROVE THE ABOVE REFERRED TO IMPROVEMENTS, AND RECOMMEND APPROVAL TO THE CITY OF MCALESTER / MCALESTER PUBLIC WORKS AUTHORITY.

Dated this 21st day of January, 2016.

Respectfully submitted,


Robert Vaughan, P.E./Branch Manager

Warranty period for all work specified in the original bid items will be for two (2) years and begin on the 9th day of September, 2015.

Warranty period for all work specified Change Order No. One (1) will be for two (2) years and begin on the 4th day of December, 2015.

Accepted: City of McAlester

Acknowledged: Collins Waterworks, LLC

This the ____ day of _____,
20__.

This the 16 day of Jan,
2016.

By: _____
Signature

By: 
Signature

Pete Stasiak, City Manager

JT Collins/Contractor

ENGINEER'S CERTIFICATE OF COMPLETION

I, Robert Vaughan, of the firm of Infrastructure Solutions Group, LLC dba Mehlburger Brawley, A registered professional Engineer in the State of Oklahoma, and project Engineer for City of McAlester / McAlester Public Works Authority of Pittsburg, County, Oklahoma, for certain improvements consisting of:

2014 CDBG Water Improvements

Do hereby concur that the above referred to improvements were accomplished according to approved plans and specifications and/or duly authorized change orders, to the best of my knowledge, information and belief. This Certification is for the benefit of the OWNER listed above to finalize the project quantities and payment.

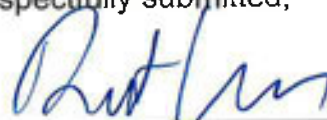
JT Collins of Collins Waterworks, LLC is the prime contractor on this job.

A final field observation of the project was completed.

I DO HEREBY APPROVE THE ABOVE REFERRED TO IMPROVEMENTS, AND RECOMMEND APPROVAL TO THE CITY OF MCALESTER / MCALESTER PUBLIC WORKS AUTHORITY.

Dated this 21st day of January, 2016.

Respectfully submitted,


Robert Vaughan, P.E./Branch Manager

Warranty period for all work specified in the original bid items will be for two (2) years and begin on the 9th day of September, 2015.

Warranty period for all work specified Change Order No. One (1) will be for two (2) years and begin on the 4th day of December, 2015.

Accepted: City of McAlester

Acknowledged: Collins Waterworks, LLC

This the ____ day of _____,
20____.

This the 16 day of Jan,
2016.

By: _____
Signature

By: 
Signature

Pete Stasiak, City Manager

JT Collins/Contractor



McAlester City Council

AGENDA REPORT

Meeting Date: February 9, 2016 Item Number: 5
Department: _____
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: February 2, 2016 Budgeted Amount: _____
Exhibits: 6

Subject

Consider and act upon, authorizing the Mayor to sign the Contractor's Final Pay Estimate for the 2014 CDBG Water Improvements.


Recommendation

Staff recommends approval and authorization for the Mayor to sign the Final Pay Estimate to Collins Waterworks, LLC. in the amount of \$12,797.29.

Discussion

The Contractor for the 2014 CDBG Water Improvements, Collins Waterworks, LLC, has completed all work associated with the project. Attached is the Contractor's Final Pay Estimate No. 3, the AIA Consent of Surety to Final Payment, the Contractor's Certification and Guarantee, and copies of the DEQ Water Analysis. The city's engineer on the project, Infrastructure Solutions dba Mehlburger Brawley, Inc. has recommended approval of the Final Pay Estimate.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head			
City Manager	P. Stasiak		



January 21, 2016

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

Re: 2014 CDBG Water Improvements
Contractor's Pay Estimate No. Three (3) - Final

Dear Mr. Stasiak:

Enclosed for your review and execution are six (6) copies of the Contractor's Pay Estimate No. Three (3) – Final, which covers the final contract time period. During this time period, all work was completed on the project and a Final Inspection was performed. At this time, the Contractor has addressed all the deficiencies listed in the Final Inspection Report dated September 9, 2015.

Also enclosed for your records please find the following close-out documents:

1. Contractor's Certification and Guarantee
2. Consent of Surety to Final Payment
3. Bac-T Results
4. CD Containing Final Photographs

Record Drawings will be provided to you under separate cover.

We recommend payment of this Pay Estimate No. Three (3) in the amount of \$12,797.29. We also recommend final acceptance of the referenced project. The warranty period of two years for all materials and equipment furnished and work performed as specified in the original bid items shall be in effect beginning on the effective date of completion September 9, 2015. Furthermore, the warranty period of two years for all materials and equipment furnished and work performed as specified in Change Order No. One (1) shall be in effect beginning on the effective date of completion December 4, 2015. Please record acceptance of the project in the minutes of your next regularly scheduled Meeting.

By copy of this letter we are notifying Mille Vance, CDBG Grant Administrator, of our recommendations.

Please place this Pay Estimate on the agenda for approval at your next meeting and upon approval please sign all six copies. Send one copy to Millie Vance, three copies to our office located at 719 S. George Nigh Expressway, McAlester, OK 74501, one copy to the Contractor with payment and retain the final copy for your records.

It has been a pleasure working with the City of McAlester on this project. If you have any questions concerning this Final Pay Estimate, please do not hesitate to contact our office at (918) 420-5500

Sincerely,

Infrastructure Solutions Group, LLC
dba Mehlburger Brawley



Robert Vaughan, P.E.
Branch Manager

RV/mj
Enclosures

Project No. MC-14-04

cc w/enclosure:
Millie Vance, CDBG Grant Administrator

Contractor's Application for Payment No.

Three (3) Final

Application Period: Final		Application Date: 1/6/2016	
To (Owner): City of McAlester	From (Contractor): Collins Waterworks, LLC	Via (Engineer): Infrastructure Solutions Group, LLC	
Project: 2014 CDBG Water Improvements	Contract: 2014 CDBG Water Improvements		
Owner's Contract No.: N/A	Contractor's Project No.: N/A	Engineer's Project No.: MC-14-04	

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$10,997.29	
TOTALS	\$10,997.29	
NET CHANGE BY CHANGE ORDERS	\$10,997.29	

1. ORIGINAL CONTRACT PRICE..... \$ \$149,875.00
2. Net change by Change Orders..... \$ \$10,997.29
3. Current Contract Price (Line 1 + 2)..... \$ \$160,872.29
4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... \$ \$160,872.29
5. RETAINAGE:
 - a. X \$160,872.29 Work Completed..... \$
 - b. X Stored Material..... \$
 - c. Total Retainage (Line 5a + Line 5b)..... \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ \$160,872.29
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$148,075.00
8. AMOUNT DUE THIS APPLICATION..... \$ \$12,797.29
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)..... \$

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: J. T. Cella Date: 1-6-16

Payment of: \$ \$12,797.29

is recommended by: [Signature] 1/21/2016
(Engineer) (Date)

Payment of: \$ \$12,797.29

(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

© 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Progress Estimate

Contractor's Application

[illegible]



AIA[®] Document G707[™] – 1994

Consent Of Surety to Final Payment

Bond GR31075

PROJECT: *(Name and address)*
2014 CDBG Water Improvements

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

CONTRACT FOR: 2014 CDBG Water Improvements

ARCHITECT: ☐

TO OWNER: *(Name and address)*
City of McAlester
McAlester Public Works Authority
28 E. Washington, McAlester OK 74501

CONTRACT DATED:

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Granite Re, Inc.
14001 Quailbrook Dr.
Oklahoma City, OK 73134

, SURETY,

on bond of
(Insert name and address of Contractor)
Collins Waterworks, LLC
3299 SE 239th Rd.
Talihina, OK 74571

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to
(Insert name and address of Owner)

City of McAlester
McAlester Public Works Authority
28 E. Washington, McAlester OK 74501

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 13, 2016
(Insert in writing the month followed by the numeric date and year.)

Granite Re, Inc.

(Surety)



(Signature of authorized representative)

Attest:
(Seal):



Wendy Hollen - Attorney-in-Fact

(Printed name and title)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

W.M. McNEILL; LISA SHERMAN; MIKE SHANNON; CODY M. McNEILL; WENDY HOLLEN; JOHN ROGERS; ROCKY MOORE; KYLE D. RESER; JOHN L. BIRSNER; SUSANNE CUSIMANO its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

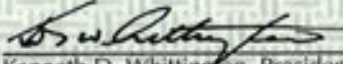
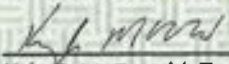
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

W.M. McNEILL; LISA SHERMAN; MIKE SHANNON; CODY M. McNEILL; WENDY HOLLEN; JOHN ROGERS; ROCKY MOORE; KYLE D. RESER; JOHN L. BIRSNER; SUSANNE CUSIMANO may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of April, 2015.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

On this 3rd day of April, 2015, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257




Notary Public

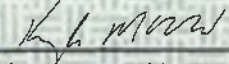
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
16th day of January, 2016




Kyle P. McDonald, Secretary/Treasurer

CONTRACTOR'S CERTIFICATION AND GUARANTEE

Project: 2014 CDBG Water Improvements

Owner: City of McAlester

Contractor: Collins Waterworks, LLC

Collins Waterworks, LLC hereby certifies that all work on the above referenced project has been completed in accordance with the contract documents for the project.

We certify that all bills have been paid and upon receipt of \$12,797.29, representing final project payment, we do hereby waive our right to lien against the above project.

We guarantee all materials and equipment furnished and Work performed as specified in the original bid items for a period of two (2) years from the effective date of completion, September 9, 2015.

We guarantee all materials and equipment furnished and Work performed as specified in Change Order No. One (1) for a period of two (2) years from the effective date of completion, December 4, 2015.

By: J. Collins
J. Collins, Contractor

Date: 1-6-16

Subscribed and sworn to before me this 6 day of January, 2016

Melissa Jones
Notary Public

My Commission Expires: 9/9/2018



ENVIRONMENTAL RESOURCE TECHNOLOGIES, LLC

13526 CR 3630 / 131 Arlington
Ada, OK 74820-0722
(580) 332-8808 Phone (580) 421-9110 Fax
EPA Laboratory Code: OK00921
ODEQ State ID No. D9935

Client Name: Collins Waterworks
3299 SE 239nd
Talihina, OK 74571

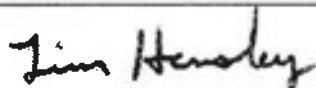
Date Received: 8/26/2015

Report Date: 8/27/2015

Project: City of McAlester Line Test

- CERTIFICATE OF ANALYSIS -

Lab ID	Sample Date / Time	Sample ID	Parameter	Results	Analysis Start Date / Time	Method
1508617	8-25-15 / 16:35	FH Walker and Katy - LT	Total Coliform	Absent	8-26-15 / 11:05	SM 9223B
1508618	8-26-15 / 08:30	FH Walker and Katy - LT	Total Coliform	Absent	8-26-15 / 11:05	SM 9223B
1508619	8-25-15 / 16:30	FH Ridge and Pine St. - LT	Total Coliform	Absent	8-26-15 / 11:05	SM 9223B
1508620	8-26-15 / 08:30	FH Ridge and Pine St. - LT	Total Coliform	Absent	8-26-15 / 11:05	SM 9223B



Laboratory Personnel

State Environmental Laboratory
Oklahoma Department of Environmental Quality
Mailing Address:
P. O. Box 24104
Oklahoma City, OK 73124-0104

Physical Address:
707 North Robinson
Oklahoma City, OK 73102

Bacteriological Water Analysis

Sample Number assigned by Lab 1508617

Please fill to at least the EPA 100 mL line.

Complete information between the black lines. There is a \$15.00 charge for private water analysis. Check or money order should be made payable to Oklahoma Department of Environmental Quality. Due to the high cost of postage & rising paper cost, the Department of Environmental Quality will no longer automatically send receipts for payment. If a receipt is required, please check this box, ☐ otherwise your canceled check will serve as your receipt.

Private Well New Line (Walker St) County Pittsburgh
Time Collected 4:35pm Date Collected 4-25-15
Collected at Flt Walker & Katy Collector's Initials J.T.C
Owner City of McAlester

Mail Results to: collinswaterworksllc@yahoo.com

Name Collins Water Works LLC Phone 918-522-4815
Address 3299 SE 299th
City Tulking State OK Zip 74571

Sampler's Remarks _____

Note: Please do not use tape to seal lid, use a rubber band instead.

For Lab Use Only

Analysis Date 4-25-15 Time 4:35 PM Rej Code _____

Circle Type of Analysis Required:

Total Coliform	Test <u>Total Absent</u>	Total/100ml _____
Fecal Coliform	Test: _____	Total/100ml _____
Fecal Streptococci	Test: _____	Total/100ml _____
Heterotrophic Plate Count	Test: _____	Total/1ml _____

Analyst Remarks Collect

MF _____ LTB _____ BGB _____ EC _____ PA _____ UV _____ initials _____

24 8-26-15 10:40

State Environmental Laboratory
Oklahoma Department of Environmental Quality
Mailing Address:
P. O. Box 24104
Oklahoma City, OK 73124-0104

Physical Address:
707 North Robinson
Oklahoma City, OK 73102

paid
check
4984

Bacteriological Water Analysis

Sample Number assigned by Lab 1528218

Please fill to at least the EPA 100 mL line.

Complete information between the black lines. There is a \$15.00 charge for private water analysis. Check or money order should be made payable to Oklahoma Department of Environmental Quality. Due to the high cost of postage & rising paper cost, the Department of Environmental Quality will no longer automatically send receipts for payment. If a receipt is required, please check this box, ☐ otherwise your canceled check will serve as your receipt.

Private Well New Line (Walker St) County Pittsburgh
Time Collected 8:30 a.m. Date Collected 4-26-15
Collected at Ft Walker & Katy Collector's Initials J. TC
Owner City of McAlester

Mail Results to: collinswaterworksllc@yahoo.com
Name Collins Waterworks LLC Phone 918-522-4815
Address 3299 SE 239th
City Talihina State OK Zip 74571

Sampler's Remarks _____

Note: Please do not use tape to seal lid, use a rubber band instead.

For Lab Use Only

Analysis Date 8-22-15 Time 1:00 PM Rej Code _____

Circle Type of Analysis Required:

Total Coliform	Test <u>Total: Absent</u> <u>E. coli: Absent</u>	Total/100ml _____
Fecal Coliform	Test: _____	Total/100ml _____
Fecal Streptococci	Test: _____	Total/100ml _____
Heterotrophic Plate Count	Test: _____	Total/1ml _____

Analyst Remarks Coliform

MF _____ LTB _____ BGB _____ EC _____ PA _____ UV _____ initials _____

SS 8-22-15 10:40

State Environmental Laboratory
Oklahoma Department of Environmental Quality
Mailing Address:
P. O. Box 24104
Oklahoma City, OK 73124-0104

Physical Address:
707 North Robinson
Oklahoma City, OK 73102

Bacteriological Water Analysis

Sample Number assigned by Lab 1508620

Please fill to at least the EPA 100 mL line.

Complete information between the black lines. There is a \$15.00 charge for private water analysis. Check or money order should be made payable to Oklahoma Department of Environmental Quality. Due to the high cost of postage & rising paper cost, the Department of Environmental Quality will no longer automatically send receipts for payment. If a receipt is required, please check this box, ☐ otherwise your canceled check will serve as your receipt.

Private Well New Line Sample #2 County Pittsburgh
Time Collected 8:30 AM Date Collected 4-26-15
Collected at Flt Ridge & Pine St. Collector's Initials J.T.C
Owner City of McAlester

Mail Results to:

Name collins waterworks LLC Phone 918-522-4422
Address 3249 SE 239
City Talihina State OK Zip 74571

Sampler's Remarks _____

Note: Please do not use tape to seal lid, use a rubber band instead.

For Lab Use Only

Analysis Date 8-26-15 Time 11:45 AM Rej Code _____

Circle Type of Analysis Required:

Total Coliform	Test <u>Total - Absent</u> <u>fecal - Absent</u>	Total/100ml _____
Fecal Coliform	Test: _____	Total/100ml _____
Fecal Streptococci	Test: _____	Total/100ml _____
Heterotrophic Plate Count	Test: _____	Total/1ml _____

Analyst Remarks _____

MF _____ LTB _____ BGB _____ EC _____ PA _____ UV _____ initials _____

24 8-26-15 10:40

State Environmental Laboratory
Oklahoma Department of Environmental Quality
Mailing Address:
P. O. Box 24104
Oklahoma City, OK 73124-0104

Physical Address:
707 North Robinson
Oklahoma City, OK 73102

Bacteriological Water Analysis

Sample Number assigned by Lab 1508619

Please fill to at least the EPA 100 mL line.

Complete Information Between the Black Lines. There is a \$15.00 charge for private water analysis. Check or money order should be made payable to Oklahoma Department of Environmental Quality. Due to the high cost of postage & rising paper cost, the Department of Environmental Quality will no longer automatically send receipts for payment. If a receipt is required, please check this box, ☐ otherwise your canceled check will serve as your receipt.

Private Well New Line Sample #1 County Pittsburgh
Time Collected 4:30pm Date Collected 4-25-15
Collected at FH Ridge + Pine St. Collector's Initials JTC
Owner City of McAlester

E Mail Results to: collinswaterworksllc@yahoo.com

Name Collins Waterworks LLC Phone 918-522-4815
Address 3299 SE 23rd
City Talihina State OK Zip 74571

Sampler's Remarks Please Email Results

Note: Please do not use tape to seal lid, use a rubber band instead.

For Lab Use Only

Analysis Date 8-26-15 Time 11:45 AM Rej Code _____

Circle Type of Analysis Required:

Total Coliform	Test <u>Total: Absent</u>	Total/100ml _____
Fecal Coliform	Test: _____	Total/100ml _____
Fecal Streptococci	Test: _____	Total/100ml _____
Heterotrophic Plate Count	Test: _____	Total/1ml _____

Analyst Remarks _____

MF _____ LTB _____ BGB _____ EC _____ PA _____ UV _____ initials _____

20105 22 8-26-15 10:40



McAlester City Council

AGENDA REPORT

Meeting Date: February 9, 2016 Item Number: 6
Department: _____
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: February 1, 2016 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to sign Change Order No. 3 to the contract with Katcon Inc. for Illinois Ave. Drainage Improvements.

Recommendation

Motion to approve Change Order No. 3 to the contract with Katcon Inc. and authorizing the Mayor to sign Change Order No. 3 adding 11 rain days.

Discussion

This change order adds 11 days to the completion date making the date for completion of all work February 2, 2016.

Approved By

Department Head
City Manager

P. Stasiak

Initial

Date

PJS

CITY OF McALESTER, OKLAHOMA

CHANGE ORDER NO. 3

OWNER: CITY OF McALESTER

DATE OF AGREEMENT:

CONTRACTOR: Katcon Inc.

DATE OF CHANGE ORDER: January 27, 2016

PROJECT: Illinois Ave. Drainage Improvements

The following changes are made to the CONTRACT Documents:

11 Weather days.

JUSTIFICATION:

Original CONTRACT Price:	\$278,261.39
Present CONTRACT Price:	\$280,130.14
The CONTRACT price due to this Change Order No. 3 will be (Increased) (Decreased) by:	\$ 0
The new CONTRACT price including this Change Order will be:	\$ 280,130.14

THE DATE FOR COMPLETION OF ALL WORK WILL BE: February 2, 2016

Original completion date: December 17, 2015, add 15 calendar days for Change Order #1, add 12 rain days on November 2015 Change order #2, add 11 rain days on January 27, 2016 Change order #3.

ATTEST:

CITY OF McALESTER, OWNER

By: _____

Cora M. Middleton City Clerk

By: _____

Steve Harrison, Mayor

(SEAL)

CONTRACTOR:

By: 

ATTEST:

By: 

KATCON, INC.

1047 COLLINS ROAD ~ McAlester, Oklahoma 74501

Phone: (918) 429-8992

E MAIL- k-ward111@sbcglobal.net

Janaury 27, 2015

Kevin Hardwick Sr. Eng Tech
CITY OF McALESTER
28 East Washington
McAlester, Ok. 74501

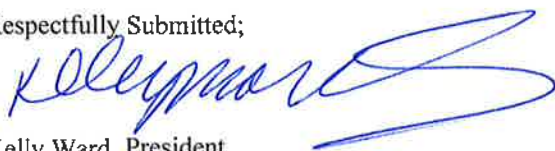
RE: Illinois Avenue Rain days

Dear Kevin;

We had a total of rain days on the above project during this pay period. The days where it was raining or too wet to work are December 26th, 27th, 28th, 29th, 30th, 31st, January 1st, 2nd, 3rd, 7th, and 8th.

We request these 11 days be added to our contract and new completion date of Feburary 2nd, 2016 by Change Order #3.

Respectfully Submitted;



Kelly Ward, President



McAlester City Council

AGENDA REPORT

Meeting Date: February 9, 2016 Item Number: 7
Department: _____
Prepared By: Kevin Hardwick, Eng. Tech. Account Code: _____
Date Prepared: February 2, 2016 Budgeted Amount: _____
Exhibits: Multiple

Subject

Consider and act upon, accepting the bid amount of \$134,682.30 from Katcon, Inc. to repair two (2) portions of the Sandy Creek canal wall, and authorizing the Mayor to sign the Notice of Award to Katcon, Inc., and the Agreement to complete the repair.

Recommendation

The recommendation is to enter into an agreement with Katcon, Inc. for the Total Bid equal to \$134,682.30, to repair two (2) portions of the Sandy Creek canal wall.

Discussion

The excessive rain during the months of May and June, 2015 severely damaged these two (2) sections of Sandy Creek canal walls in the vicinity of 730 S Ninth St. and 902 E Osage Ave. The damage includes 130 linear feet at 730 S Ninth St. and 80 linear feet at 902 E Osage Ave. Both areas have been fenced off for public safety in case either area should finish falling. This project will include the repair of 210 linear feet of footing and vertical wall. The project was advertised on January 3, 2016 and January 10, 2016. Bids were received by four (4) contractors and opened on January 26, 2016. After reviewing all the bids, the Engineering Division and Infrastructure Solutions Group, LLC recommendation is to award the contract to Katcon, Inc.

Approved By

	Initial	Date
Department Head		02/02/16
City Manager	P. Stasiak 	



January 29, 2016

Kevin Hardwick, Engineering Tech
City of McAlester Engineering Department
PO Box 578
28 E. Washington
McAlester, OK 74502-0578

Re: Sandy Creek Canal Wall, 2016 Project # 2
Bids Received and Recommendation of Award

Dear Mr. Hardwick:

A Pre-Bid Meeting was held on December 20, 2015. Bids were received on January 26, 2016 at the McAlester City Hall and four (4) contractors elected to submit a bid. Enclosed for your information please find a copy of the as-read Bid Tabulation Sheet. Katcon, Inc. was the low bidder with a bid of \$134,682.30. The original bids were left with the City Clerk's office.

We recommend that the City of McAlester award the contract to Katcon, Inc. in the amount of **\$134,682.30**. It is our understanding that your office will be handling all of the contract documentation.

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

Sincerely,
Infrastructure Solutions Group, LLC

A handwritten signature in black ink, appearing to read "Robert Vaughan".

Robert Vaughan, P.E.
Branch Manager

Enclosure

cc: w/Enclosure: Pete Stasiak, City Manager

Project No. MC-16-01 General Services Project File

SANDY CREEK CANAL WALL 2016 PROJECT #2

Bid Opening Tab Sheet
McAlester Municipal Building
10:05am
JANUARY 26, 2016

NAME of CONTRACTOR		CONTRACTOR'S BID
1	KATCON, INC	\$134,682.30 132,632.30
2	K-BAR	No Bid
3	SUNRISE CONSTRUCTION	\$144,898.20 132,398.20
4	RESTEK INC.	No Bid
5	DIRT WORK EXCOVATON	No Bid
6	ERS INC.	\$467,740.00 614,190.00
7	LOPP	\$143,994.40 137,194.40
8		
9		
10		
	ENGINEER'S ESTIMATED PRICE	\$134,400 ⁰⁰



BID FORM

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Site Clearing	1	lump sum	<u>9,102⁰⁰</u>	<u>9,102⁰⁰</u>
2.	Cut and Remove Canal Floor and Wall	210	linear feet	<u>111⁰⁰</u>	<u>23,310⁰⁰</u>
3.	Formed Vertical Wall and Footing	210	linear feet	<u> </u>	<u>95,123⁷⁰</u>
4.	Chain Link Fence	210	linear feet	<u> </u>	<u>2,595⁶⁰</u>
5.	Sod Placement	4,100	square feet	<u> </u>	<u>4,551⁰⁰</u>
TOTAL OF BID.....				\$ <u>134,682³⁰</u>	

Respectfully submitted:

Kelly Martin
Signature

1047 COLLINS RD MALESTER, OR 974501
Address

PRESIDENT
Title

1-26-16
Date

License No(s). (if applicable)

(SEAL-if BID is by a corporation)

Attest Robney St

OKLAHOMA SURETY COMPANY

P. O. Box 1409
TULSA, OKLAHOMA 74101

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, KATCON, INC., 1047 COLLINS ROAD, MCALESTER, OK. 74501

as Principal, and the **OKLAHOMA SURETY COMPANY**, a corporation organized and existing under the laws of the State of Ohio, and authorized to do business in the State of OKLAHOMA as Surety are held and firmly bound unto the CITY OF MCALESTER, 28 E. WASHINGTON, MCALESTER, OK. 74501

as Oblige, in the amount of 5% OF AMOUNT OF BID DOLLARS, lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Oblige shall make an award to the principal for:

SANDY CREEK CANAL WALL 2016 REPAIR PROJECT #2

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Oblige in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with the **OKLAHOMA SURETY COMPANY** as Surety or with other Surety or Sureties approved by the Oblige; or if the Principal shall, in case of failure so to do, pay to the Oblige the damages which the Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, sealed and dated this 15TH day of JANUARY 2016

KELLY WARD

Principal

Rodney St
Witness

BY Kelly Ward (Seal)
KELLY WARD

OKLAHOMA SURETY COMPANY

BY David W. Peixotto (Seal)
DAVID W. PEIXOTTO Attorney-in-fact

OKLAHOMA SURETY COMPANY

1437 SOUTH BOULDER, SUITE 200 • TULSA, OKLAHOMA 74119 • 918-587-7221 • FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **OKLAHOMA SURETY COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. **David F. Peixotto and David W. Peixotto**, all of **WETUMKA, OK**

IN WITNESS WHEREOF, the **OKLAHOMA SURETY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 07 day of October, 2015



ATTEST:

SHARON HACKL

Secretary

OKLAHOMA SURETY COMPANY

TODD BAZATA

VICE PRESIDENT

On this 07 day of October, 2015 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of Oklahoma Surety Company, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS



Commission # 11008253

My Commission expires: 09-08-19

JULIE CALLAHAN

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Oklahoma Surety Company by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of **Oklahoma Surety Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 15th day of January, 2016



SHARON HACKL

Secretary

VOID IF BOX IS EMPTY

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of OKLAHOMA > SS.

County of PITTSBURGH

KELLY WARD, being first duly sworn, deposes and says that:

- (1) He is PRESIDENT of KATCON INC., the BIDDER that has submitted the attached BID;
- (2) He is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BIDS;
- (3) Such BID is genuine and is not a collusive or sham Bid;
- (4) Neither the said BIDDER nor any of its offices, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the CONTRACT for which the attached BID has been submitted or to refrain from bidding in connection with such CONTRACT, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other BIDDER, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of McAlester, McAlester, Oklahoma, or any person interested in the proposed CONTRACT; and

The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

Kelly Ward

PRESIDENT

(Title)

Signed before me this 26th day of JANUARY, 2016.

Rodney Stinchcomb

Notary

My Commission expires 3-31-18



CERTIFICATE AS TO CORPORATE PRINCIPAL

I, KELLY WARD, certify that I am the

PRESIDENT

of the Corporation named as Principal in the within bond; that

KELLY WARD

who signed the bond on behalf of the Principal was then

PRESIDENT

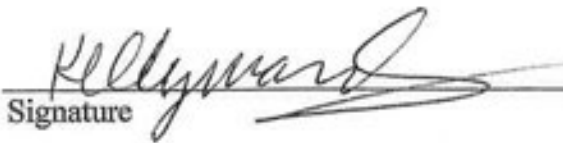
of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond

was duly signed, sealed, and attested to for and in behalf of said corporation

by authority of this governing body.

(Corporate Seal)

Signature



KELLY WARD

(Print or Type Name)

Title: PRESIDENT

Date: 1-26-16

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA\

> SS:

PITTSBURG COUNTY /

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

NONE

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

NONE

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

NONE

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

NONE

Subscribed and sworn to before me this 26th day of JANUARY, 2016.



Rodney St
Notary Public

My commission expires: 3-31-18

BID

Proposal of KATCON, INC. (hereinafter called "BIDDER"), organized and existing under the laws of the State of OKLAHOMA doing business as A CORPORATION ** to the City of McAlester (hereinafter called "OWNER").

** Insert "a corporation", "a partnership", or "an individual" as applicable

In compliance with your ADVERTISEMENT FOR BIDS, BIDDER hereby proposes to perform all WORK for the construction of **SANDY CREEK CANAL WALL 2016 REPAIR PROJECT #2** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor. BIDDER hereby agrees to commence WORK under this CONTRACT on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the PROJECT within **90** consecutive calendar days thereafter. BIDDER further agrees to pay liquidated damages as provided in the Payment Schedule in the Special Conditions

BIDDER acknowledges receipt of the following ADDENDUM:

BIDDER agrees to perform all work described in the CONTRACT Documents for the sum of:

one hundred thirty four thousand six hundred eighty two & 30/100 -
(Words)

134,682³⁰
(Figures)

(SEAL - if bid is
by Corporation)

Respectfully submitted:

KATCON, INC.
(Company or Individual)

By: [Signature]

Title: PRESIDENT

Address: 1047 COLLINS RD. McALESTER, OK
74501

Phone: 918-429-8992



McAlester City Council

AGENDA REPORT

Meeting Date: February 9, 2016 Item Number: 8
Department: _____
Prepared By: Kevin Hardwick, Eng. Tech. Account Code: _____
Date Prepared: February 2, 2016 Budgeted Amount: _____
Exhibits: Multiple

Subject

Consider and act upon, accepting the bid amount of \$37,500.00 from Sunrise Construction, LLC to repair a portion of the Sandy Creek canal wall, and authorizing the Mayor to sign the Notice of Award to Sunrise Construction, LLC., and the Agreement to complete the repair.

Recommendation

The recommendation is to enter into an agreement with Sunrise Construction, LLC. for the Total Bid equal to \$37,500.00, to repair a portion of the Sandy Creek canal wall.

Discussion

The excessive rain during the months of May 2015 And June 2015 severely damaged this section of Sandy Creek canal walls in the vicinity of 911 S Tenth St. This project will include the repair of 50 linear feet of footing and vertical wall. The project was advertised on January 3, 2016 and January 10, 2016. Bids were received by four (4) contractors and opened on January 26, 2016. After reviewing all the bids, the Engineering Division and Infrastructure Solutions Group, LLC recommendation is to award the contract to Sunrise Construction, LLC.

Approved By

Department Head
City Manager

P. Stasiak

Initial

A handwritten signature in blue ink, appearing to be "PJS", written over a horizontal line.

Date

02/02/16



January 29, 2016

Kevin Hardwick, Engineering Tech
City of McAlester Engineering Department
PO Box 578
28 E. Washington
McAlester, OK 74502-0578

Re: Sandy Creek Canal Wall, 2016 Project # 3
Bids Received and Recommendation of Award

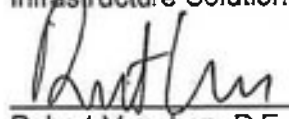
Dear Mr. Hardwick:

A Pre-Bid Meeting was held on December 20, 2015. Bids were received on January 26, 2016 at the McAlester City Hall and four (4) contractors elected to submit a bid. Enclosed for your information please find a copy of the as-read Bid Tabulation Sheet. Sunrise Construction was the low bidder with a bid of \$37,500.00. The original bids were left with the City Clerk's office.

We recommend that the City of McAlester award the contract to Sunrise Construction in the amount of \$37,500.00. It is our understanding that your office will be handling all of the contract documentation.

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

Sincerely,
Infrastructure Solutions Group, LLC



Robert Vaughan, P.E.
Branch Manager

Enclosure

cc: w/Enclosure: Pete Stasiak, City Manager

Project No. MC-16-01 General Services Project File

SANDY CREEK CANAL WALL 2016 PROJECT #3

Bid Opening Tab Sheet
McAlester Municipal Building
10:15am
JANUARY 26, 2016

NAME of CONTRACTOR		CONTRACTOR'S BID
1	KATCON, INC	\$ 47,950 ⁰⁰
2	K-BAR	No Bid
3	SUNRISE CONSTRUCTION	\$ 37,500 ⁰⁰
4	RESTEK INC.	No Bid
5	DIRT WORK EXCOVATON	No Bid
6	ERS INC.	\$ 146,450 ⁰⁰
7	LOPP	\$ 43,500 ⁰⁰
8		
9		
10		
	ENGINEER'S ESTIMATED PRICE	\$ 32,000 ⁰⁰

BID FORM

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Site Clearing	1	lump sum	<u>6500.00</u>	<u>6500.00</u>
2.	Cut and Remove Canal Floor and Wall	50	linear feet	<u>83.50</u>	<u>4175.00</u>
3.	Formed Vertical Wall and Footing	50	linear feet	<u>472</u>	<u>23,600.00</u>
4.	Chain Link Fence	50	linear feet	<u>22.50</u>	<u>1,125.00</u>
5.	Sod Placement	1,000	square feet	<u>2.10</u>	<u>2,100.00</u>

TOTAL OF BID.....\$ 37,500.00

Respectfully submitted:

[Signature]
Signature

Managing Member
Title

License No(s). (if applicable)

418301 E 1200 RD, Eutaw, OK 74432
Address

1/26/16
Date

(SEAL-if BID is by a corporation)

Attest Ron Lin

BID BOND

KNOWN ALL MEN BY THESE PRESENT, that we, the undersigned,
Sunrise Construction and Philadelphia Indemnity Insurance Company as Principal, and as Surety, are hereby held and
firmly bound unto The City of McAlester as OWNER penal sum
of Five Percent (5%) for the payment
of which, well and truly to be made, we hereby jointly and severally bind ourselves,
successors and assigns. Signed, this 20th day of January, 2016.
The Condition of the above obligation is such that whereas the Principal has submitted to
a certain BID attached hereto and hereby made a part hereof to enter into a CONTRACT
in writing, for the

Sandy Creek Canal Wall 2016 Repair Project #3

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a
CONTRACT in the Form of CONTRACT attached hereto (properly
completed in accordance with said BID) and shall furnish a BOND for his
faithful performance of said CONTRACT, and for the payment of all
persons performing labor or furnishing materials in connection therewith,
and shall in all other respects perform the agreement created by the
acceptance of said BID. Then this obligation shall be void, otherwise the
same shall remain in force and effect; it being expressly understood and
agreed that the liability of the Surety for any and all claims hereunder
shall, in no event, exceed the penal amount of this obligation as herein
stated.

The surety for value received, hereby stipulates and agrees that the obligations of said
Surety and its BOND shall be in no way impaired or affected by any extension of the
time within which the OWNER may accept such BID; and said Surety does hereby waive
notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and
seals, and such of them as are corporations have caused their corporate seals to be hereto
affixed and these present to be signed by their proper officers, the day and year first set
forth above.

Sunrise Construction
Principal

Philadelphia Indemnity Insurance Company
Surety

By: Steven A. Swartz Attorney-in-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury De-
partment's most current list (Circular 570 as amended) and be authorized to transact
business in the state of Oklahoma.

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

s.s.

On January 20, 2016 before me, Cassandra Fisher, Notary Public

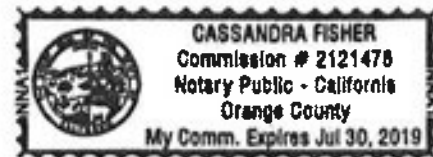
personally appeared Steven A. Swartz

N/A

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Cassandra Fisher

OPTIONAL INFORMATION

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

Bid Bond - Sunrise Construction - City of McAlester Project #2,
containing 1 pages, and dated January 20, 2016

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☒ Attorney-In-fact
☐ Corporate Officer(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: Philadelphia Indemnity Insurance Company

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of Identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Steven A. Swartz, Kelly Specht, Lorie Mandel, and Nick Swartz, Michael Herranen and Thomas C. Buckner of the City of San Clemente, State of California of South Coast Surety, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

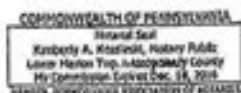
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10TH DAY OF JUNE 2013.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

(Notary Seal)

My commission expires:

Bala Cynwyd, PA

December 18, 2016

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10TH day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of JANUARY, 2016.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Oklahoma > SS.

County of McIntosh

Tony Little, being first duly sworn, deposes and says that:

- (1) He is Tony Little of Sunrise Construction, LLC, the BIDDER that has submitted the attached BID;
- (2) He is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BIDS;
- (3) Such BID is genuine and is not a collusive or sham Bid;
- (4) Neither the said BIDDER nor any of its offices, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the CONTRACT for which the attached BID has been submitted or to refrain from bidding in connection with such CONTRACT, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other BIDDER, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of McAlester, McAlester, Oklahoma, or any person interested in the proposed CONTRACT; and
- (5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SEAL)

(Signed)



Managing member
(Title)

Signed before me this 26th day of January, 2016.

[Signature]

Notary

My Commission expires 7/22/2019

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA\

> SS:

PITTSBURG COUNTY /

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

None

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

None

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

None

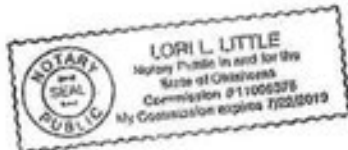
None of the business relationships hereinabove mentioned exist.

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

[Signature]

Subscribed and sworn to before me this 26th day of January, 2016.

[Signature]
Notary Public
My commission expires: 7/22/2019



CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Lori Little, certify that I am the

Secretary

of the Corporation named as Principal in the within bond; that

Tony Little

who signed the bond on behalf of the Principal was then

managing member

of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond

was duly signed, sealed, and attested to for and in behalf of said corporation

by authority of this governing body.

(Corporate Seal)

Signature

Lori Little

Lori Little
(Print or Type Name)

Title: Secretary

Date: 1/26/16

BID

Proposal of Sunrise Construction, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Oklahoma doing business as Sunrise Construction, LLC to the City of McAlester (hereinafter called "OWNER").
** Insert "a corporation", "a partnership", or "an individual" as applicable

In compliance with your ADVERTISEMENT FOR BIDS, BIDDER hereby proposes to perform all WORK for the construction of SANDY CREEK CANAL WALL 2016 REPAIR PROJECT #3 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor. BIDDER hereby agrees to commence WORK under this CONTRACT on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 30 consecutive calendar days thereafter. BIDDER further agrees to pay liquidated damages as provided in the Payment Schedule in the Special Conditions

BIDDER acknowledges receipt of the following ADDENDUM:

BIDDER agrees to perform all work described in the CONTRACT Documents for the sum of:

Thirty seven thousand five hundred dollars.
(Words)

\$ 37,500.00
(Figures)

(SEAL - if bid is
by Corporation)

Respectfully submitted:

Sunrise Construction, LLC
(Company or Individual)

By: [Signature]

Title: Tony Little, Managing Member

Address: 418301 E 1200 RD, Eufaula, OK 74432

Phone: 918-470-7815

Council Chambers
Municipal Building
January 26, 2016

The McAlester Airport Authority met in Regular session on Tuesday January 26, 2016, at 6:00 P.M. after proper notice and agenda was posted January 22, 2016.

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

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

- Approval of the Minutes from the January 12, 2016, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item A, regarding claims ending January 19, 2016. (*Toni Ervin, Chief Financial Officer*) in the amount of \$2,290.60.
- Confirm action taken on City Council Agenda Item 4, 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*)

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

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

Chairman Harrison declared the motion carried.

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

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

Chairman Steve Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

The McAlester Public Works Authority met in Regular session on Tuesday January 26, 2016, at 6:00 P.M. after proper notice and agenda was posted January 22, 2016.

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

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

- Approval of the Minutes from the January 12, 2016, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item A, regarding claims ending January 19, 2016. (*Toni Ervin, Chief Financial Officer*) in the amount of \$ 341,278.99.
- Confirm action taken on City Council Agenda Item D, approval by the Council for the charge-off of \$1,049.92 currently owed the City of McAlester on an existing and active residential water account. (*Peter Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item E, concurrence with Oklahoma Municipal Assurance Group denial of Claim No. 201287-LR. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item F, concurrence with Oklahoma Municipal Assurance Group denial of Claim No. 201398-LR. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item G, authorizing the Mayor to sign service contract with Technical Programming Services, Inc. (TPSi) to print and mail our utility bills. (*Toni Ervin, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item H, authorizing the Mayor to sign service contract with ExecuTime Software, LLC for installation and maintenance of time entry software that interfaces with our Tyler Incode accounting software. (*Toni Ervin, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item I, authorization of payment to EST, Inc., Invoice # 36198, in the amount of \$11,505.00 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 # 36199, in the amount of \$25,462.50 for Construction Management Services and Materials Testing Services related to CIP#4A 6th Street 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 1, accepting the annual City of McAlester Audited Financial Statements and Independent Auditor's Report for Fiscal Year ending June 30, 2015. *(Toni Ervin, Chief Financial Officer)*
- **TABLED FROM JANUARY 12, 2016 MEETING:** Confirm action taken on City Council Agenda Item 2, 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)*
- Confirm action taken on City Council Agenda Item 3, the discussion and presentation of the Mid-Year Review of Fiscal Year 2015-2016. *(Toni Ervin, Chief Financial Officer, Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 4, 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)*
- **TABLED FROM JANUARY 12, 2016 MEETING:** Confirm action taken on City Council Agenda Item 6, approval of certain costs related to the Fire Department. Funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services. *(Brett Brewer, Fire Chief)*

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

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

NAY: None

Chairman Harrison declared the motion carried.

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

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

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

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary