



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, January 22, 2013 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

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

Pastor Lisa Anderson, Grace United Methodist Church

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 December 27, 2012 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for January 3, 2013 – January 15, 2013. *(Toni Ervin, Chief Financial Officer)*
- C. Accept and place on file the Pride In McAlester Second Quarter Report for October, November and December FY 2012-2013. *(Cora Middleton, City Clerk)*
- D. Accept and place on file the Oklahoma for Independent Living Quarterly Report for July-September 2012. *(Cora Middleton, City Clerk)*
- E. Accept and place on file the McAlester Main Street Second Quarter Report for Fiscal Year 2012-2013. *(Cora Middleton, City Clerk)*
- F. Concur with Mayor's Appointment of Brent Grilliot to the McAlester Hospital Board for a partial term to expire February, 2014. *(Steve Harrison, Mayor)*
- G. Ratify and approve for a one year term a lease agreement between the City of McAlester and DLI McAlester LLC, Edmond Oklahoma. *(Cora Middleton, City Clerk)*
- H. Ratify and approve for a one year term a Merchant Agreement between the City of McAlester and ETS. *(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.

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2425 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2012-2013; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

SCHEDULED BUSINESS

1. Consider, and act upon, an Ordinance amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Motion to approve the budget amendment ordinance.

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

Executive Summary

Motion to approve the Memorandum of Understand that conveys to ISDA80 the sum of \$370,000 to be used for completion of the new metal roof at Puterbaugh Middle School.

3. Consider and Act Upon, to accept refund of \$11,250.00 from Mpower Economic Development Corporation for unused appropriation related to a previously unfilled staff position. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve refund.

4. Consider and Act Upon, approving the new City of McAlester Logo that was presented on January 8th by Marketing Alliance. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve the new City of McAlester Logo.

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

Executive Summary

Motion to declare certain vehicles and equipment surplus property and authorizing their sale. Motion to take two previously declared surplus items back into service. The Cell phones are equipment that have a total value of less than \$300.00. Staff recommends disposal, which may include, donation of the surplus cell phones to the Pittsburg County District Attorneys office for reprogramming and distribution to qualifying members of the public.

6. Consider and Act Upon, authorizing the Mayor to sign the lease agreement between the City of McAlester and the United States of America-Federal Aviation Administration Lease No. DTFACN-13-L-00151, term beginning February 1, 2013 and ending on September 30, 2022. *(Mel Priddy, Community Services Director)*

Executive Summary

Motion to approve authorizing the Mayor to sign said lease.

7. Discussion, and possible action, on approval of a bid award for SCBA's (Self Contained Breathing Apparatus) to Chief Fire & Safety. *(Brett Brewer, Fire Chief)*

Executive Summary

Motion to approve a bid award to purchase 6 new and unused SCBA'S (self contained breathing apparatus) with 8 replacement cylinders, in the amount of \$30,320.00. Funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

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 cost of communication equipment in the amount of \$3,102.80 and the cost of a smoke generator in the amount of \$4,123.00, with funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

9. Consider, and act upon, rejecting the two bids received for one new, and unused, asphalt paver. *(John C. Modzelewski, PE, City Engineer and Public Works Director)*

Executive Summary

Motion to reject the two bids received and readvertise for one new, and unused, asphalt paver.

10. Consider, and act upon, a Resolution declaring certain buildings as dangerous by reason of being dilapidated and a detriment to the welfare of the public and community. *(George Estrada, Building Inspector)*

Executive Summary

Motion to approve a Resolution declaring certain buildings as dilapidated and subject to removal.

11. Discussion of the McAlester water treatment plant and distribution system, to include peak capacity, maximum production and projected capacities necessary to supply future and/or potential commercial/industrial growth. *(Councilman, John Titsworth)*

Executive Summary

Discussion on the McAlester water treatment plant.

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 8, 2013 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending January 15, 2013. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item G, to ratify and approve for a one year term a lease agreement between the City of McAlester and DLI McAlester LLC, Edmond Oklahoma. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 3, authorizing the Mayor to sign the lease agreement between the City of McAlester and the United States of America-Federal Aviation Administration Lease No. DTFACN-13-L-00151, term beginning February 1, 2013 and ending on September 30, 2022. *(Mel Priddy, Community Services Director)*
- Confirm action taken on City Council Agenda Item 4, approving the new City of McAlester Logo that was presented on January 8th by Marketing Alliance. *(Peter J. Stasiak, City Manager)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the January 8, 2013 Regular Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending January 15, 2013. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item H, to ratify and approve for a one year term a Merchant Agreement between the City of McAlester and ETS. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; repealing all

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

- Confirm action taken on City Council Agenda Item 2, a Memorandum of Understanding between the McAlester Public Works Authority and the Board of Education of Independent School District No. 80, Pittsburg County, Oklahoma that authorizes the release of funds derived from City Ordinance 2159, for the acquisition, construction or equipment of educational facilities. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 4, approving the new City of McAlester Logo that was presented on January 8th by Marketing Alliance. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 5, declaring certain vehicles and equipment surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 9, rejecting the two bids received for one new, and unused, asphalt paver. *(John C. Modzelewski, PE, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 10, consider, and act upon, a Resolution declaring certain buildings as dangerous by reason of being dilapidated and a detriment to the welfare of the public and community. *(George Estrada, Building Inspector)*
- Confirm action taken on City Council Agenda Item 11, a discussion of the McAlester water treatment plant and distribution system, to include peak capacity, maximum production and projected capacities necessary to supply future and/or potential commercial/industrial growth. *(Councilman, John Titsworth)*

ADJOURN MPWA

CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the December 27, 2012, Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of January, 2013. *(Toni Ervin, Chief Financial Officer)*

ADJOURN MRTA

RECONVENE COUNCIL MEETING

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____ 2013 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 Rescheduled Regular session on Thursday, December 27, 2012, at 6:00 P.M. after proper notice was posted, December 11, 2012 and agenda was posted, December 20, 2012, at 2:27 P.M.

Call to Order

Mayor Harrison called the meeting to order.

Stephanie Swinnea, All-Saints Episcopal Church, 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 Sam
Mason & Steve Harrison

Absent: None

Presiding: Steve Harrison, Mayor

Staff Present: Peter J. Stasiak, City Manager; William J. Ervin, City Attorney and Karen Boatright, Deputy City Clerk

Citizen's Comments on Non-agenda Items

Stephanie Giacomo, Executive Director of Pride In McAlester addressed the Council informing them that the only item that Pride had been focused on this month was the Holiday recycling drive. She then thanked the Council and McAlester residents for helping to make that drive a success.

Ginny Webb, Executive Director of McAlester Main Street Association addressed the Council informing them that Main Street's January calendar had been completed and she then distributed copies of the calendar. She invited the Council to all of Main Street's meeting.

Consent Agenda

- A. Approval of the Minutes from the December 11, 2012 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for December 5, 2012 – December 18, 2012. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$89,717.71; Parking Authority - \$77.15; Nutrition - \$1,398.22; Employee Retirement - \$2,608.13; Tourism Fund - \$170.51;

SE Expo Center - \$3,587.89; E-911 - \$12,483.40; CDBG Grants Fund - \$4,000.00 and Fleet Maintenance - \$7,057.31.

- C. Accept and place on file the MPower Quarterly Report for July-September 2012. *(Cora Middleton, City Clerk)*
- D. Accept and place on file the Oklahoma for Independent Living Quarterly Report for July-September 2012. *(Cora Middleton, City Clerk)*
- E. Consider and act to authorize Mayor Steve Harrison to attend a federal settlement conference on January 8, 2013, on behalf of the City of McAlester with full authority to settle the case, in Cox v. City of McAlester, case number CIV-12-100-KEW, EDOK. *(Joe Ervin, City Attorney)*

Councilman Read requested that item "E" be removed for individual consideration. Councilman Titsworth requested that item "C" be removed for individual consideration and Vice-Mayor Mason requested that item "A" be removed for individual consideration.

Councilman Read moved to approve Consent Agenda items "B and E", seconded by Councilman Karr. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

Items Removed from Consent Agenda

- A. Approval of the Minutes from the December 11, 2012 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

A motion was made by Vice-Mayor Mason and seconded by Councilman Smith to approve the Minutes from the December 11, 2012 Regular Meeting of the McAlester City Council.

Before the vote, Vice-Mayor Mason commented that he had questions concerning the accuracy of the minutes and since the City Clerk was on vacation he had not had an opportunity to review the DVD of the meeting or discuss the minutes with her. He then moved to table the minutes until the next meeting. That motion was seconded by Councilman Read. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

- C. Accept and place on file the MPower Quarterly Report for July-September 2012. (*Cora Middleton, City Clerk*)

A motion was made by Vice-Mayor Mason and seconded by Councilman Smith to accept and place on file the MPower Quarterly Report for July-September, 2012.

Before the vote, Councilman Titsworth commented that after reviewing MPower's the newsletter and report he still was unable to see what had been accomplished. He added that he did not think the Council was getting information on how the money was being spent.

Councilman Read commented that he did not understand what the problem was with the report.

Councilman Titsworth restated his thoughts on the report.

Councilman Smith asked for clarification of the vote. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Read, Karr, Garvin, Mason & Mayor Harrison

NAY: Councilman Smith & Titsworth

Mayor Harrison declared the motion carried.

- E. Consider and act to authorize Mayor Steve Harrison to attend a federal settlement conference on January 8, 2013, on behalf of the City of McAlester with full authority to settle the case, in Cox v. City of McAlester, case number CIV-12-100-KEW, EDOK. (*Joe Ervin, City Attorney*)

A motion was made by Councilman Read and seconded by Councilman Smith to attend a federal settlement conference on January 8, 2013, on behalf of the City of McAlester with full authority to settle the case, in Cox v. City of McAlester, case number CIV-12-100-KEW, EDOK.

Before the vote, Councilman Read commented that he did not have a problem with the Mayor attending the settlement conference but he did not feel that any one member of the Council should have authority to settle the case. It should be a decision made by the entire Council.

City Attorney Ervin explained that the Federal Judge had ordered that one member of the Council with full authority to settle the case be present. He informed the Council that there would be representation from OMAG and the case was filed during the time period that the City had a \$10,000.00 deductible.

Councilman Read moved to modify the motion to "authorize up to the \$10,000.00 deductible."

Councilman Titsworth commented that normally an insurance company has some authority to settle a claim. Mr. Ervin stated that the OMAG representative would be present to authorize any amount over the deductible if needed. He added that at this time the amount of the deductible was all that was being asked for.

Councilman Smith seconded the motion to modify the original motion.

Mayor Harrison clarified that the motion would be to authorize up to the amount of the deductible. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

A motion was made by Councilman Smith and seconded by Councilman Read to open a Public Hearing to address an Ordinance concerning the use of tobacco. There was no discussion, and the vote was taken.

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

NAY: None

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

Public Hearing

- **AN ORDINANCE TO AMEND SECTIONS 54-48. TO ARTICLE III, CHAPTER 54, OF THE CODE OF THE CITY OF MCALESTER, OKLAHOMA BY PROHIBITING TOBACCO USE ON CITY-OWNED PREMISES AND PROPERTIES.**

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

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

NAY: None

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

Scheduled Business

1. TABLED - Discussion, and possible action, authorizing the mayor to sign a lease agreement between McAlester Regional Airport Authority and EagleMed, LLC for Corporate Hanger No. 30 located at the McAlester Regional Airport. *(Joe Ervin, City Attorney)*

Executive Summary

Motion to approve the lease agreement between McAlester Regional Airport Authority and EagleMed, LLC and authorize the Mayor to sign the said documents.

A motion was made by Councilman Titsworth and seconded by Councilman Smith to approve and authorize the mayor to sign a lease between the McAlester Regional Airport Authority and EagleMed, LLC for Corporate Hanger No. 30.

Before the vote, City Attorney Ervin informed the Council that the changes from the last meeting had been incorporated and some of the definitions in paragraph three (3) had been expanded.

There was a brief discussion among the Council and Attorney Ervin concerning insurance coverage, the length of the lease and the extension of the lease and reviewing the lease annually.

Patrick Barkley with EagleMed addressed the Council explaining the number of employees that would be employed for the service, the base salary totals and the number of patients that could be transported on the plane.

There was another brief discussion among the Council regarding the amount of the lease, the length of the lease, and possibly using a CPI adjustment for the lease.

Mayor Harrison moved to amend the lease by striking the language "and any Extension Terms, if exercised by the Lessee" from the Base Rent paragraph on Exhibit B. The motion was seconded by Councilman Smith.

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

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

NAY: None

ABSTAIN: (counted as no) Vice-Mayor Mason

Mayor Harrison declared the motion carried.

2. TABLED - Consider, and act upon, endorsing a Resolution of the remaining Trustees to dissolve the McAlester Parking Authority. *(Joe Ervin, City Attorney)*

Executive Summary

Staff recommends authorizing the Mayor to endorse a Resolution to dissolve the McAlester Parking Authority.

City Attorney Ervin commented that he had spoken with Manager Stasiak about this item not being ready to be brought back to the Council, but it appeared to have been tabled at the previous meeting. He stated that there was no action for the Council at this time and recommended that it be postponed indefinitely and brought back at an appropriate time after the other parties had signed off on the Resolution.

Vice-Mayor Mason inquired about the language of the item.

No action was taken.

3. Consider, and act upon, amending Section 54-48 to Article III Chapter 54 of the City of McAlester Code prohibiting the use of tobacco on City-owned premises and properties. *(Pam Kirby, HR Manager and Grant Writer)*

Executive Summary

Motion to approve amending Ordinance that will prohibit tobacco use on City-owned premises and properties, including buildings, facilities, City vehicles, Equipment, City Parks, Trails, Outdoor Facilities, Play Grounds, and Sports areas.

ORDINANCE NO. 2447

AN ORDINANCE TO AMEND SECTIONS 54-48. TO ARTICLE III, CHAPTER 54, OF THE CODE OF THE CITY OF MCALESTER, OKLAHOMA BY PROHIBITING TOBACCO USE ON CITY-OWNED PREMISES AND PROPERTIES.

A motion was made by Councilman Smith and seconded by Councilman Titsworth to approve **ORDINANCE NO. 2447.**

Before the vote, Manager Stasiak explained that this had to with going to a tobacco free environment and promoting a certified healthy community for the future of McAlester. He added that this would be quite a change from no smoking to no tobacco. He informed the Council that he had worked with Tammy Randazzo and Charoletta Lott from the Health Department and this could be tied to grant opportunities in the future.

Ms. Randazzo and Ms. Lott addressed the Council regarding the tobacco policy throughout Pittsburg County, potential grant opportunities, the City's current Merit Level and what other entities were involved with this program.

Manager Stasiak stated that the Ordinance that was before the Council was all new language and needed to be underlined. He added that this would be a good thing for the community.

Councilman Read asked if this applied to facilities that the City leased and how this would be enforced.

City Attorney Ervin explained that this applied to all City owned property, not property that the City leased. It was a change in the law.

Manager Stasiak explained that as the City become aware of incidents it would respond and it would be enforced through the Codes Department and could be fined up to \$500.00 and \$48.00 Municipal Court Costs.

There was a brief discussion among the Council regarding the language of the Ordinance, when the Ordinance would go into effect, who would furnish the signage, when they would be ready, who had submitted the Ordinance, tabling or postponing the item, including the Hospital and how this document compared to other cities Ordinances.

Councilman Smith moved to make the Ordinance effective ninety (90) days from passage. The motion was seconded by Councilman Titsworth.

Vice-Mayor Mason moved to modify the language to "owned or operated by the City of McAlester". The motion was seconded by Councilman Read.

Mayor Harrison stated that the vote would be on the Ordinance as amended by both motions. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

4. Consider, and act upon, a lease agreement between the City of McAlester and the U. S. Government to occupy the common/receptionist area and two offices located in the FAA Building at the airport for a term to begin on January 3, 2013 and ending January 2, 2015.
(Peter J. Stasiak, City Manager)

Executive Summary

Motion to approve lease between City of McAlester and the U.S. Government for a term beginning on January 3, 2013 and ending January 2, 2015.

Councilman Titsworth moved to approve a lease agreement between the City of McAlester and the U. S. Government to occupy the common/receptionist area and two offices located in the FAA Building at the airport for a term to begin on January 3, 2013 and ending January 2, 2015. The motion was seconded by Mayor Harrison.

Before the vote, Manager Stasiak explained that the City had been contacted by Mr. Mullin's staff regarding office space within the City. He explained that in discussion with Mr. Mullin's staff, he was informed that the Representatives budget had been cut and he could pay for staffing but not be able to rent office space. Manager Stasiak informed the Council of the changes that had been made to the lease and of an email from Ms. Vicki Brown.

Mayor Harrison informed the Council of his thoughts on the matter and commented that an occupied building stayed in better shape than an unoccupied building.

Carl Ogden, Chief of Staff for Congressman Mullin addressed the Council concerning the budget cuts that would affect the Congressman. He also explained the reason that Congressman Mullin wanted to maintain an office in McAlester and the other cities in the District.

There was a brief discussion among the Council and Mr. Ogden, Jason Self and City Attorney Ervin regarding the number of offices that Congressman Mullin wanted to maintain in the District, why they were not looking at office space in the Federal Court House, if the proposed building was being used by the City, if the City could legally lease in this manner, changing the lease to \$1.00 a month, having a Federal presence in McAlester and setting a precedent for other individuals.

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

AYE: Councilman Titsworth, Karr, Garvin & Mayor Harrison

NAY: Councilman Smith, Read & Mason

Mayor Harrison declared the motion carried.

New Business

There was no new business.

City Manager's Report

Manager Stasiak wished everyone a Happy New Year.

Remarks and Inquiries by City Council

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

Councilman Karr inquired on the status of the Washington Street Bridge repair.

Councilman Garvin inquired about detouring traffic from the Washington Bridge to the Carl Albert Parkway Bridge and if the City was prepared to address the forecasted bad weather.

Manager Stasiak commented that the City was working with the Oklahoma Department of Commerce on the Washington Bridge repair. He informed Councilman Garvin that they could look into the detour and the City was preparing for the forecasted inclement weather.

Vice-Mayor Mason did not have any remarks for the evening.

Mayor's Comments and Committee Appointments

Mayor Harrison commented on the low number of water breaks that the City had had during the bad weather.

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, Garvin, Mason, Read & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 8:07 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 8:08 P.M.

Councilman Garvin moved to recess the Regular Meeting for an Executive Session in accordance with Title 25, Section 307.B.4., for confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly:

- a. Nakita Williams v. City of McAlester
- b. Randy Green v. City of McAlester – Update

The motion was seconded by Vice-Mayor Mason and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried and the Regular meeting was recessed at 8:09 P.M.

Executive Session

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

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (4) for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly:
 - a. Nakita Williams v. City of McAlester
 - b. Randy Green v. City of McAlester – Update

Reconvene Council Meeting

The Regular Meeting was reconvened at 8:49 P.M. Mayor Harrison reported that the Council had recessed the Regular Meeting for an Executive Session for confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly:

- a. Nakita Williams v. City of McAlester
- b. Randy Green v. City of McAlester – Update

in accordance with Title 25, Sec. 307.B.4. Only that matter was discussed, no action was taken and the Council returned to open session at 8:49 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, seconded by Councilman Titsworth. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 8:50 P.M.

ATTEST:

Steve Harrison, Mayor

Karen Boatright, Deputy City Clerk

CLAIMS FROM

**JANUARY 3, 2013
THRU
JANUARY 15, 2013**

PACKET: 09164 CLAIMS FOR 1/22/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00150	ACME JANITORIAL					
		I-612560	01 -5431203	REPAIRS & MAI JANITORIAL SUPPLIES	063146	276.34
01-A00170	ADA PAPER CO.					
		I-353919	01 -5548203	REPAIRS & MAI JANITORIAL SUPPLIES	063148	422.58
01-A00253	AERIAL OKLAHOMA					
		I-12-1079	01 -5652317	ADVERTISING & DIGITAL SCAN OF IND. PARK	063149	150.00
01-A00267	AIRGAS, INC					
		I-9010477364	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES-EMS	063150	112.95
		I-9010688483	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES-EMS	063150	28.20
		I-9010841545	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES-EMS	063150	29.73
		I-9010841546	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES-EMS	063150	198.24
		I-9011064365	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES-EMS	063150	42.33
		I-9011146119	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES-EMS	063150	258.82
		I-9011388283	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES-EMS	063150	169.45
		I-9905859130	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES-EMS	063150	224.00
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201301024496	01 -5431328	INTERNET SERV INTERNET SVS-EMER RESP CTR	063071	62.95
		I-201301024496	01 -5320328	INTERNET SERV INTERNET SVS-DET DIV	063071	116.75
		I-201301024496	01 -5865328	INTERNET SERV INTERNET SVS-PUBLIC WKS FAC	063071	82.95
		I-201301094506	01 -5542328	INTERNET SERV INTERNET SVS-PARKS SHOP	063109	75.65
		I-201301094506	01 -5548328	INTERNET SERV INTERNET SVS-FAC MAINT	063109	75.65
		I-201301094506	01 -5865328	INTERNET SERV INTERNET SVS-TRAFFIC CONT	063109	75.65
		I-201301094506	01 -5542328	INTERNET SERV INTERNET SVS-STIPE CTR	063109	72.95
01-A00500	AMERICAN MUNICIPAL SERV					
		I-201301154531	01 -2105	COLLECTION AG COLLECTION FEES DUE-COURT	063153	5,029.00
01-A00751	ATWOODS					
		I-1393/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063155	58.87
		I-1395/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063155	56.28
		I-1396/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063155	55.84
01-A00770	BOLTE ENTERPRISES, INC					
		I-917158	01 -5432203	REPAIR & MAIN MISC AUTO PARTS AS NEEDED	063156	25.22
		I-917747	01 -5432203	REPAIR & MAIN MISC AUTO PARTS AS NEEDED	063156	12.92
		I-917756	01 -5432203	REPAIR & MAIN MISC AUTO PARTS AS NEEDED	063156	7.98
		I-918469	01 -5432203	REPAIR & MAIN MISC AUTO PARTS AS NEEDED	063156	4.35
		I-918594	01 -5432203	REPAIR & MAIN MISC AUTO PARTS AS NEEDED	063156	54.38
		I-918607	01 -5432203	REPAIR & MAIN MISC AUTO PARTS AS NEEDED	063156	32.20
		I-918935	01 -5432203	REPAIR & MAIN MISC AUTO PARTS AS NEEDED	063156	7.78
01-B00180	UNION IRON WORKS, INC.					
		I-S1703139.001	01 -5544203	REPAIRS & MAI REPAIR PARTS FOR SBC LEAK	063157	3.09
		I-S1703785.001	01 -5544203	REPAIRS & MAI REPAIR PARTS FOR SBC LEAK	063157	84.61

1/15/2013 1:50 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

PACKET: 09164 CLAIMS FOR 1/22/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00561	BRYANT PECAN CO.					
		I-803301	01 -5542203	REPAIRS & MAI MULCH FOR TREES & BEDS	063158	900.00
01-C00100	CLEET					
		I-201301154528	01 -2100	CLEET PAYABLE CLEET FEES DUE	063159	6,369.50
01-C00141	CAMPBELL PET COMPANY					
		I-0285495-IN	01 -5322202	OPERATING SUP ANIMAL CONTROL SUPPLIES	063160	296.78
01-C00202	CARTRIDGE WORLD					
		I-108978	01 -5431202	OPERATING SUP PRINT CARTRIDGE	063161	112.50
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201301024495	01 -5215314	GAS UTILITY GAS UTIL-1600 COLLEGE AVE	063072	179.95
		I-201301024495	01 -5215314	GAS UTILITY GAS UTIL-EMER RESP CENTER	063072	59.43
01-C00900	CYNTHIE CUMBIE dba CUST					
		I-1153	01 -5431207	CLOTHING ALLO UNIFORM PURCHASE	063163	99.00
		I-1154	01 -5431207	CLOTHING ALLO UNIFORM PURCHASE	063163	78.00
		I-1155	01 -5431207	CLOTHING ALLO UNIFORM PURCHASE	063163	48.00
01-D00006	D & D ELEVATOR INC					
		I-12214	01 -5548316	REPAIRS & MAI ELEV MAINT CONTRACT-CH	063164	407.72
		I-12228	01 -5548316	REPAIRS & MAI ELEV MAINT CONTRACT-CH	063164	454.93
01-D00330	DEPT. OF PUBLIC SAFETY					
		I-04-1305097	01 -5321308	CONTRACTED SE TELETYPE RENTAL FEE	063170	350.00
01-D00402	DIAMOND TROPHY					
		I-153597	01 -5652202	OPERATING SUP PLAQUE FOR LALLI	063171	49.95
01-E00266	ERVIN & ERVIN ATTORNEYS					
		I-1-15-13	01 -5214302	CONSULTANTS LEGAL FEES	063175	2,235.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201301154517	01 -5865212	FUEL EXPENSE FUEL EXP-DECEMBER-STREETS	063176	361.09
		I-201301154517	01 -5542212	FUEL EXPENSE FUEL EXP-DECEMBER-PARKS	063176	63.16
		I-201301154518	01 -5322212	FUEL EXPENSE FUEL EXP-DEC-ANIMAL CONT	063177	641.30
		I-201301154518	01 -5321212	FUEL EXPENSE FUEL EXP-DEC-POLICE	063177	9,326.52
		I-201301154518	01 -5431212	FUEL EXPENSE FUEL EXP-DEC-FIRE	063177	1,743.59
		I-201301154518	01 -5542212	FUEL EXPENSE FUEL EXP-DEC-PARKS	063177	1,872.44
		I-201301154518	01 -5548212	FUEL EXPENSE FUEL EXP-DEC-FAC MAINT	063177	329.85
		I-201301154518	01 -5865212	FUEL EXPENSE FUEL EXP-DEC-STREETS	063177	2,399.54
		I-201301154518	01 -5544212	FUEL EXPENSE FUEL EXP-DEC-RECREATION	063177	37.96
		I-201301154518	01 -5652212	FUEL EXPENSE FUEL EXP-DEC-CODES	063177	267.34
		I-201301154518	01 -5225212	FUEL EXPENSE FUEL EXP-DEC-IT	063177	102.20
		I-201301154518	01 -5653212	FUEL EXPENSE FUEL EXP-DEC-HR/SAFETY	063177	33.60
		I-201301154518	01 -5547212	FUEL EXPENSE FUEL EXP-DEC-CEMETERY	063177	454.68
		I-201301154518	01 -5432212	FUEL EXPENSE FUEL EXP-DEC-EMS	063177	1,155.95

1/15/2013 1:50 PM
 PACKET: 09164 CLAIMS FOR 1/22/2013
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 3

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00037	FASTENAL					
		I-OKMCA111682	01 -5431203	REPAIRS & MAI MISC REPAIR PARTS	063178	59.08
01-F00140	FIRE SERVICE TRAINING					
		I-496	01 -5432331	EMPLOYEE TRAVE CPR CARDS	063179	112.00
01-F00141	FIRE STORE					
		I-E1015791	01 -5431207	CLOTHING ALLO UNIFORM PURCHASE	063180	90.48
01-F00371	FIELDS PLUMBING					
		I-662669	01 -5543316	REPAIRS & MAI LABOR TO INSTALL POOL	063181	391.13
01-G00010	G & C RENTAL CENTER, IN					
		I-18259A	01 -5547203	REPAIRS & MAI EQUIP RENTAL FOR CEMETERY	063182	0.03
		I-18751	01 -5547203	REPAIRS & MAI EQUIP RENTAL FOR CEMETERY	063182	337.48
01-G00130	GALL'S, AN ARAMARK CO.,					
		I-BC0000440	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	063183	90.12
		I-BC0001724	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	063183	76.24
		I-BC0001726	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	063183	95.79
		I-BC0001727	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	063183	66.03
		I-BC0001729	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	063183	106.84
		I-BC0001730	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	063183	133.49
		I-BC0001732	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	063183	73.69
		I-BC0001734	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	063183	250.54
		I-BC0002768	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	063183	249.69
		I-BC0003153	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	063183	205.19
		I-BC0003155	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	063183	73.69
		I-BC0003415	01 -5431207	CLOTHING ALLO UNIFORM PURCHASES	063183	191.46
		I-BC0003469	01 -5431207	CLOTHING ALLO UNIFORM PURCHASES	063183	24.48
		I-BC0003800	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	063183	112.47
		I-BC0004526	01 -5431207	CLOTHING ALLO UNIFORM PURCHASES	063184	124.47
		I-BC0004848	01 -5431207	CLOTHING ALLO UNIFORM PURCHASES	063184	55.26
		I-BC0004979	01 -5431207	CLOTHING ALLO UNIFORM PURCHASES	063184	52.88
		I-BC0005101	01 -5431207	CLOTHING ALLO UNIFORM PURCHASES	063184	31.69
		I-BC0005300	01 -5431202	OPERATING SUP COMMUNICATION EQUIP	063184	310.48
01-G00316	GIVENS LAW FIRM, P.C.					
		I-2	01 -5214302	CONSULTANTS LEGAL FEES	063186	492.81
		I-3	01 -5214302	CONSULTANTS LEGAL FEES	063186	2,364.30
01-H00146	HENRY SCHEIN, INC.					
		I-2658481-01	01 -5432202	OPERATING SUP MEDICAL SUPPLIES	063188	192.00
		I-6341619-01	01 -5432202	OPERATING SUP MEDICAL SUPPLIES	063188	68.00
		I-6657424-01	01 -5432202	OPERATING SUP MEDICAL SUPPLIES	063188	370.00
01-I00110	IMPRESS OFFICE SUPPLY					
		I-034781	01 -5213202	OPERATING SUP OFFICE SUPPLIES	063191	127.96
		I-034848	01 -5213202	OPERATING SUP OFFICE SUPPLIES	063191	69.46

PACKET: 09164 CLAIMS FOR 1/22/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-I00110	IMPRESS OFFICE SUPPLY	continued				
	I-034849	01 -5213202	OPERATING SUP OFFICE SUPPLIES	063191	2.63	
	I-034859	01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES	063191	25.12	
01-I00120	TYLER TECHNOLOGIES					
	I-201301154525	01 -5213336	FEES MONTHLY SUPPORT FEES-COURT	063192	200.00	
	I-201301154525	01 -5225349	SOFTWARE MAIN MONTHLY SUPPORT FEES-IT	063192	200.00	
01-L00067	COMPLIANCE RESOURCE GRO					
	I-035935	01 -5653348	DRUG TESTING/ RANDOM DRUG TESTS	063194	50.00	
	I-035936	01 -5653348	DRUG TESTING/ RANDOM DRUG TESTS	063194	52.00	
	I-035983	01 -5653348	DRUG TESTING/ RANDOM DRUG TESTS	063194	150.00	
	I-035998	01 -5653348	DRUG TESTING/ MONTHLY RADOM DRUG TESTS	063194	125.00	
	I-036007	01 -5653348	DRUG TESTING/ QTRLY RANDOM DRUG TEST	063194	278.20	
01-L00079	LANDPLAN CONSULTANTS, I					
	I-2	01 -5210480	CONTINGENCY TRAIL GRANT APP FEE	063195	1,470.00	
01-L00380	LOCKE SUPPLY CO.					
	I-19505142-00	01 -5542203	REPAIRS & MAI PARK SUPPLIES	063197	5.58	
01-M00083	MARGARET MCMORROW - LOV					
	I-1-2-13 STMT	01 -5210302	CONSULTANTS/L LEGAL FEES	063199	387.50	
01-M00336	MIKE CANIGLIA					
	I-201301024494	01 -5431207	CLOTHING ALLO REIMB BOOT ALLOWANCE	063073	115.00	
01-M00470	MILLER BROTHERS ENTERPR					
	I-13188-06	01 -5431202	OPERATING SUP GARAGE DOOR OPENER	063202	60.00	
01-M00570	MOORE MEDICAL CORP.					
	I-97511568	01 -5432202	OPERATING SUP MEDICAL SUPPLIES-EMS	063204	807.36	
	I-97513226	01 -5432202	OPERATING SUP MEDICAL SUPPLIES-EMS	063204	168.00	
	I-97537863	01 -5432202	OPERATING SUP EMS MEDICAL SUPPLIES	063204	957.13	
	I-97550469	01 -5432202	OPERATING SUP MEDICAL SUPPLIES - EMS	063204	1,095.84	
01-MC0169	MCALISTER REGIONAL HOSP					
	I-10-21-12 C TROUSSE	01 -5653348	DRUG TESTING/ NEW HIRE DRUN SCREEN FEES	063206	53.00	
	I-12-31/12 CITYLAB	01 -5653348	DRUG TESTING/ PHY CAPACITY TESTING	063207	125.00	
01-MC0200	MCALISTER SCOTTISH RITE					
	I-700567	01 -5548311	PARKING RENTA PARKING LOT RENTAL FEE	063208	375.00	
01-MC0226	MC DONALDS RESTURANT					
	I-DEC 2012	01 -5321202	OPERATING SUP PRISONER MEALS	063209	60.40	
01-MC0252	BARNETT OIL & GAS CONST					
	I-4419	01 -5542203	REPAIRS & MAI CHAINSAW CHAPS-PARKS CREW	063210	196.98	

1/15/2013 1:50 PM
 PACKET: 09164 CLAIMS FOR 1/22/2013
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 5

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00060	NAT'L. FIRE PROTECTION					
	I-5692866X	01 -5431330	DUES & SUBSCR YEARLY DUES		063211	165.00
01-N00250	MCALESTER NEWS CAPITAL					
	I-05608767	01 -5865202	OPERATING SUP AD FOR STREET PAVER		063212	36.68
	I-05608783	01 -5212317	ADVERTISING & PUBLICATIONS AS NEEDED		063212	14.65
	I-05608784	01 -5212317	ADVERTISING & PUBLICATIONS AS NEEDED		063212	15.85
	I-05608785	01 -5212317	ADVERTISING & PUBLICATIONS AS NEEDED		063212	13.45
	I-05608786	01 -5212317	ADVERTISING & PUBLICATIONS AS NEEDED		063212	18.40
	I-05608996	01 -5212317	ADVERTISING & PUBLICATIONS AS NEEDED		063212	42.40
	I-DEC 2012-206	01 -5653317	ADVERTISING & JOB ADS AS NEEDED		063212	30.60
	I-YRLY FEE-148	01 -5431330	DUES & SUBSCR SUBSCRIPTIONS-2 STATIONS		063212	111.00
	I-YRLY FEE-17254	01 -5431330	DUES & SUBSCR SUBSCRIPTIONS-2 STATIONS		063212	111.00
	I-YRLY FEE-668	01 -5431330	DUES & SUBSCR SUBSCRIPTIONS-2 STATIONS		063212	111.00
01-N00340	BLUE TARP FINANCIAL, IN					
	I-201301094510	01 -5542203	REPAIRS & MAI TO CORRECT CREDIT / REFUND		063114	1,181.49
	I-27285958	01 -5547203	REPAIRS & MAI MISC REPAIR ITEMS		063214	165.94
	I-27400608	01 -5542204	SMALL TOOLS INDUSTRIAL SALT SPREADER		063214	648.98
01-O00070	OGIELA MOWER SHOP					
	I-131273	01 -5431203	REPAIRS & MAI MISC REPAIR ITEMS		063216	8.61
01-O00075	O'REILLY AUTO PARTS					
	I-0230-477221	01 -5431203	REPAIRS & MAI MISC SUPPLIES AS NEEDED		063217	65.88
	I-0230-477623	01 -5431203	REPAIRS & MAI MISC SUPPLIES AS NEEDED		063217	26.45
	I-0230-483835	01 -5431203	REPAIRS & MAI MISC SUPPLIES AS NEEDED		063220	101.99
01-O00082	OAKLEY					
	I-721944360	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE		063221	231.58
01-O00124	OK SHERIFF'S & PEACE OF					
	I-12-01505	01 -5321331	EMPLOYEE TRAV REG FEE ANNUAL TRAINING		063222	50.00
01-O00219	OKLA BUREAU OF NARCOTIC					
	I-201301154527	01 -2103	OBN PAYABLE (DRUG ED FEES DUE		063224	17.09
01-O00427	OKLA UNIFORM BUILDING C					
	I-DEC 2012	01 -5652336	FEES BLDG PERMIT FEES		063226	84.00
01-O00595	OSBI					
	I-201301154529	01 -2101	AFIS PAYABLE AFIS & FORENSIC FEES DUE		063228	3,515.40
	I-201301154529	01 -2102	FORENSICS PAY AFIS & FORENSIC FEES DUE		063228	3,389.88
01-O00610	OTA PIKEPASS CENTER					
	I-20121291557	01 -5542202	OPERATING SUP PIKE PASS FEE		063229	25.00
01-P00242	PETER STASIAK					
	I-201301094512	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-COX MEDIATION		063115	90.50

PACKET: 09164 CLAIMS FOR 1/22/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00420	POSTMASTER					
		I-BOX 907 2013 FEE	01 -5215202	OPERATING SUP YRLY BOX RENTAL-907	063232	410.00
01-P00451	PURCHASE POWER / PITNEY					
		I-01-14-13	01 -5215317	POSTAGE POSTAGE FOR MACHINE	063233	2,500.00
01-P00510	PRO-KIL, INC					
		I-70251	01 -5431316	REPAIRS & MAI PEST CONTROL FEES	063234	96.00
		I-70252	01 -5431316	REPAIRS & MAI PEST CONTROL FEES	063234	96.00
		I-70253	01 -5431316	REPAIRS & MAI PEST CONTROL FEES	063234	96.00
		I-70584	01 -5542308	CONTRACTED SE MONTHLY PEST CONTROL	063234	126.00
01-P00546	PUBLIC AGENCY TRAINING					
		I-159786	01 -5431331	EMPLOYEE TRAV SEMINAR REGISTRATION FEE	063235	275.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201301024491	01 -5215313	ELECTRIC UTIL ELECT UTIL-1699 E CARL ALBERT	063074	23.28
		I-201301024491	01 -5215313	ELECTRIC UTIL ELECT UTIL-DET/NARC	063074	21.18
		I-201301094508	01 -5215313	ELECTRIC UTIL ELECT UTIL-STREET LIGHTS	063116	10,041.07
		I-201301094508	01 -5215313	ELECTRIC UTIL ELECT UTIL-LIBRARY	063116	1,251.54
		I-201301094508	01 -5215313	ELECTRIC UTIL ELECT UTIL-333 E CARL ALBERT	063116	109.08
		I-201301094508	01 -5215313	ELECTRIC UTIL ELECT UTIL-301 W JEFFERSON	063116	38.44
		I-201301094508	01 -5215313	ELECTRIC UTIL ELECT UTIL-WYANDOTTE TR LITE	063116	48.26
		I-201301094508	01 -5215313	ELECTRIC UTIL ELECT UTIL-GEN FUND	063116	9,058.56
01-S00180	OKLA SECRETARY OF STATE					
		I-12-01502	01 -5212330	DUES & SUBSCR NOTARY RENEWAL-CITY CLK	063237	20.00
01-S00233	SHANNON JOHNSTON					
		I-201301154526	01 -5212308	CONTRACTED SE CONTRACT RECEPTIONIST SVS	063238	43.00
		I-201301154530	01 -5212308	CONTRACTED SE CONTRACT RECEPTIONIST SVS	063238	81.50
01-S00244	SHAWN SMITH					
		I-201301094511	01 -5653213	SAFETY EXPENS REIMB MISC TRAVEL & OFFICE EXP	063117	65.88
01-S00329	SHRED-IT USA, INC-OKLAH					
		I-9401339105	01 -5212308	CONTRACTED SE SHREDDING SERVICE	063240	55.00
01-S00710	STANDARD MACHINE LLC					
		I-230679	01 -5432316	REPAIRS & MAI REPAIRS TO RESERVE AMBULA	063242	90.00
		I-231145	01 -5542203	REPAIRS & MAI METAL FOR PARKS PROJECT	063242	78.60
01-S00726	STAPLES ADVANTAGE					
		C-73621 CR	01 -5653202	OPERATING SUP MISC OFFICE SUPPLIES	063243	2.00-
		I-68526	01 -5431202	OPERATING SUP MISC OFFICE SUPPLIES	063243	114.37
		I-73617	01 -5653202	OPERATING SUP MISC OFFICE SUPPLIES	063243	11.44
		I-73622	01 -5653202	OPERATING SUP MISC OFFICE SUPPLIES	063243	0.50
		I-74633	01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES	063243	32.29
		I-75327	01 -5652202	OPERATING SUP MISC OFFICE SUPPLIES	063243	204.75

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-T00303	THOMPSON WEST					
	I-826233648	01 -5210330	DUES & SUBSCR STATE STATUES 2013	063244	62.00	
01-T00537	TRAVIS, WOLFF & CO, LLP					
	I-9936487	01 -5653308	CONTRACTED SE QTRLY ADMIN FEE-2ND QTR	063245	840.00	
01-T00630	TWIN CITIES READY MIX,					
	I-75407	01 -5865218	STREET REPAIR CONCRETE FOR MISC POURS	063246	675.25	
	I-75503	01 -5865218	STREET REPAIR CONCRETE FOR MISC POURS	063246	769.50	
	I-75736	01 -5865218	STREET REPAIR CONCRETE FOR MISC POURS	063246	866.88	
	I-75966	01 -5865218	STREET REPAIR CONCRETE FOR MISC POURS	063246	708.00	
	I-76030	01 -5865218	STREET REPAIR CONCRETE FOR MISC POURS	063246	1,140.63	
	I-76077	01 -5865218	STREET REPAIR CONCRETE FOR MISC POURS	063246	273.75	
01-U00020	UNITED STATES CELLULAR					
	I-201301024490	01 -5215315	TELEPHONE UTI CELL PHONE EXP-GENERAL	063077	1,804.64	
01-U00128	UNITED PACKAGING & SHIP					
	I-114711	01 -5431202	OPERATING SUP MISC SHIPPING FEES	063248	11.26	
	I-115206	01 -5431202	OPERATING SUP MISC SHIPPING FEES	063248	11.26	
01-W00040	WALMART COMMUNITY BRC					
	I-002332	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063249	119.88	
	I-00357	01 -5431202	OPERATING SUP MISC SUPPLIES AS NEEDED	063249	1.97	
	I-01197	01 -5431202	OPERATING SUP MISC SUPPLIES AS NEEDED	063249	129.14	
	I-01695	01 -5225401	COMPUTER TECH LAPTOP COMPUTER	063249	698.00	
	I-05642	01 -5431202	OPERATING SUP MISC SUPPLIES AS NEEDED	063249	31.91	
	I-05873	01 -5652202	OPERATING SUP SUPPLIES FOR RETIREMENT	063249	48.43	
	I-07133	01 -5431202	OPERATING SUP MISC SUPPLIES AS NEEDED	063249	125.02	
	I-08582	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063249	16.85	
	I-09071	01 -5431202	OPERATING SUP MISC SUPPLIES AS NEEDED	063249	150.52	
01-W00160	WAYEST					
	I-1083513	01 -5431316	REPAIRS & MAI REPAIRS FOR JAWS OF LIFE	063250	236.00	
01-W00195	WELDON PARTS INC.					
	I-946289	01 -5431203	REPAIRS & MAI MISC REPAIR PARTS	063251	4.99	
	I-949334	01 -5431203	REPAIRS & MAI MISC REPAIR PARTS	063251	1.81	
	I-953848	01 -5431203	REPAIRS & MAI MISC REPAIR PARTS	063251	29.11	
01-W00424	WOLTERS KLUMER LAW & BU					
	I-8814416X	01 -5653330	DUES & SUBSCR 2013 BENFITS COMPLIANCE	063253	385.00	
				FUND 01 GENERAL FUND	TOTAL:	96,697.02

1/15/2013 1:50 PM
 PACKET: 09164 CLAIMS FOR 1/22/2013
 VENDOR SET: 01
 FUND : 02 MPWA

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 8

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00103	ACCURATE LABS & MINING					
		I-2L11056	02 -5974304	LAB TESTING LAB TESTING FEES	063145	115.00
		I-3A08099	02 -5974304	LAB TESTING LAB TESTING FEES	063145	430.00
01-A00273	ALDINGER CO					
		I-C-121108	02 -5973316	REPAIRS & MAI CALIBRATION SEALS FOR WWM	063151	253.41
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201301024496	02 -5973328	INTERNET SERV INTERNET SVS-EAST WWM	063071	68.20
01-A00423	ALLIED WASTE SERVICES O					
		I-201301094509	02 -5866306	CONTRACTED RE WASTE SVS FEES-DEC 2012	063110	149,465.32
		I-201301094509	02 -5866306	CONTRACTED RE BAD DEBT CREDIT	063110	364.68-
01-A00430	ALTIVIA					
		I-239900	02 -5974206	CHEMICALS ALUM	063152	3,387.22
		I-240511	02 -5974206	CHEMICALS POLYMER FOR WTP	063152	5,193.40
		I-240512	02 -5974206	CHEMICALS ALUM	063152	3,382.93
		I-240513	02 -5974206	CHEMICALS ALUM	063152	3,377.22
01-A00751	ATWOODS					
		I-1372/9	02 -5974203	REPAIRS & MAI HEATERS & SUPPLIES FOR	063155	35.22
		I-1374/9	02 -5974203	REPAIRS & MAI HEATERS & SUPPLIES FOR	063155	82.90
		I-1377/9	02 -5974203	REPAIRS & MAI HEATERS & SUPPLIES FOR	063155	60.23
01-A00770	BOLTE ENTERPRISES, INC					
		I-918583	02 -5974203	REPAIRS & MAI REPAIR PARTS AS NEEDED	063156	28.16
01-B00180	UNION IRON WORKS, INC.					
		I-S1704535.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	063157	35.65
01-C00880	CULLIGAN WATER COND INC					
		I-5316	02 -5974304	LAB TESTING LAB TEST SUPPLIES	063162	24.00
01-D00322	DEPT. OF ENVIR. QUALITY					
		I-42012	02 -5864329	DEQ FEES DEQ QTRLY RPTS-LF	063165	60.39
		I-OE4525322	02 -5974331	EMPLOYEE TRAV TESTING FEES FOR LICENSES	063166	62.00
		I-OE4525323	02 -5974331	EMPLOYEE TRAV TESTING FEES FOR LICENSES	063167	62.00
		I-OE4525324	02 -5974331	EMPLOYEE TRAV TESTING FEES FOR LICENSES	063168	62.00
		I-OE4525325	02 -5974331	EMPLOYEE TRAV TESTING FEES FOR LICENSES	063169	62.00
01-D00540	DOLESE BROTHERS					
		I-RM12087651	02 -5975218	STREET REPAIR CONCRETE FOR MISC REPAIRS	063172	374.00
		I-RM13000322	02 -5975218	STREET REPAIR CONCRETE FOR MISC REPAIRS	063172	446.50
		I-RM13000594	02 -5975218	STREET REPAIR CONCRETE FOR STREET REPAI	063172	1,172.75
01-E00024	STANLEY RAY OWENS DBA E					
		I-1483	02 -5866230	RECYCLING CEN PORT-A-POT RENTAL-RECYCLE	063173	100.00

1/15/2013 1:50 PM
 PACKET: 09164 CLAIMS FOR 1/22/2013
 VENDOR SET: 01
 FUND : 02 MPWA

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 9

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201301154517	02 -5216212	FUEL EXPENSE FUEL EXP-DECEMBER-UB&C	063176	410.73
		I-201301154517	02 -5864212	FUEL EXPENSE FUEL EXP-DECEMBER-LANDFILL	063176	65.38
		I-201301154517	02 -5866212	FUEL EXPENSE FUEL EXP-DECEMBER-SANITATION	063176	925.51
		I-201301154517	02 -5871212	FUEL EXPENSE FUEL EXP-DECEMBER-ENGINEERING	063176	68.97
		I-201301154517	02 -5974212	FUEL EXPENSE FUEL EXP-DECEMBER-WTP	063176	721.96
		I-201301154517	02 -5973212	FUEL EXPENSE FUEL EXP-DECEMBER-WWM	063176	983.62
		I-201301154517	02 -5975212	FUEL EXPENSE FUEL EXP-DECEMBER-UTM	063176	2,375.39
		I-201301154517	02 -5972212	FUEL EXPENSE FUEL EXP-DECEMBER-UTIL DIRECTO	063176	156.10
		I-201301154518	02 -5975212	FUEL EXPENSE FUEL EXP-DEC-UTM	063177	153.73
=====						
01-F00037	FASTENAL					
		I-112285	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063178	6.78
=====						
01-F00251	FORT COBB FUEL AUTHORIT					
		I-201301094507	02 -5267314	GAS UTILITY GAS UTIL-HEREFORD LANE	063113	681.82
=====						
01-H00040	HACH CHEMICAL					
		I-8095854	02 -5974304	LAB TESTING LAB SUPPLIES	063187	1,494.95
=====						
01-H00279	HUGHES NET					
		I-B1-262505843	02 -5974328	INTERNET SERV INTERNET SVS	063189	187.00
=====						
01-I00106	IMS INFRASTRUCTURE MANA					
		I-11712-1	02 -5871302	CONSULTANTS PVMT MGMT PRGM DEV	063190	17,805.00
=====						
01-I00110	IMPRESS OFFICE SUPPLY					
		I-034694	02 -5975202	OPERATING SUP MISC OFFICE SUPPLIES	063191	112.46
=====						
01-I00120	TYLER TECHNOLOGIES					
		I-201301154525	02 -5216336	FEES MONTHLY SUPPORT FEES-UB&C	063192	293.16
=====						
01-I00237	INTERSTATE ELECTRICAL					
		I-00171714	02 -5974316	REPAIRS & MAI LABOR TO REWIND MOTOR	063193	2,000.00
=====						
01-L00428	LOWE'S CREDIT SERVICES					
		I-01240	02 -5974203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	063198	56.46
		I-02938	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	063198	259.00
		I-02939	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	063198	22.88
		I-04141	02 -5974203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	063198	21.97
		I-06642	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	063198	372.97
		I-907975	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	063198	244.46
=====						
01-M00304	MESHEK & ASSOC. INC					
		I-1468	02 -5871302	CONSULTANTS ENG FEE-STM WTR MGMT	063201	320.00
=====						
01-M00532	MISTY VALLEY WATER CO.					
		I-79624	02 -5866230	RECYCLING CEN WATER FOR RECYCLE CTR	063203	14.67
		I-79716	02 -5866230	RECYCLING CEN WATER FOR RECYCLE CTR	063203	14.67

PACKET: 09164 CLAIMS FOR 1/22/2013

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00250	MCALISTER NEWS CAPITAL					
	I-206-DEC 2012	02 -5866230	RECYCLING CEN RECYCLE CTR ADVERTISING	063212	200.00	
01-000075	O'REILLY AUTO PARTS					
	I-0230-461418	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	063217	14.38	
	I-0230-475314	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	063217	43.75	
	I-0230-476782	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	063217	38.23	
	I-0230-478198	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	063217	19.98	
	I-0230-478563	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	063218	20.01	
	I-0230-479353	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	063218	10.61	
	I-0230-483833	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	063220	25.01	
01-000556	OMAG-OK MUNICIPAL ASSUR					
	I-29690	02 -5267322	LIABILITY INS ADDN'L LIAB INS. PREMIUM	063227	153.04	
01-P00350	PB COUNTY TAG AGENCY					
	I-12-01370	02 -5973203	REPAIRS & MAI TAG & TITLE FEE-WWM TRUCK	063230	42.50	
01-P00391	PK SAFETY SUPPLY CO.					
	I-178538	02 -5267480	CONTINGENCY (GAS MONITOR & DETECTOR	063231	1,657.75	
01-P00560	PUBLIC SERVICE/AEP					
	I-201301094508	02 -5267313	ELECTRIC UTIL ELECT UTIL-RECYCLE CENTER	063116	50.30	
	I-201301094508	02 -5267313	ELECTRIC UTIL ELECT UTIL-MPWA	063116	26,635.31	
01-R00600	RURAL WATER DISTRICT #1					
	I-201301024497	02 -5267316	WATER UTILITY WATER UTIL-LANDFILL	063075	16.71	
01-S00234	SHARE CORPORATION					
	I-831190	02 -5975230	SEWER MAIN RE BRASS WELDING RODS	063239	576.45	
01-S00530	SOUTHWEST CHEMICAL SERV					
	I-96200	02 -5974206	CHEMICALS CAUSTIC FOR WTP	063241	4,632.60	
01-S00710	STANDARD MACHINE LLC					
	I-231036	02 -5974316	REPAIRS & MAI REBUILD FEE-#2 FILTER INF	063242	24.95	
01-S00726	STAPLES ADVANTAGE					
	I-70577	02 -5972202	OPERATING SUP MISC OFFICE SUPPLIES	063243	119.95	
	I-73947	02 -5974203	REPAIRS & MAI OFFICE SUPPLIES & DESK	063243	152.01	
	I-75328	02 -5972202	OPERATING SUP MISC OFFICE SUPPLIES	063243	14.58	
01-U00020	UNITED STATES CELLULAR					
	I-201301024490	02 -5267315	TELEPHONE UTI CELL PHONE EXP-MPWA	063077	692.64	
	I-201301024490	02 -5975328	INTERNET SERV INTERNET SVS UTM SUPT	063077	51.47	
01-W00270	WHITE ELECTRICAL SUPPLY					
	I-S1550883.001	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	063252	66.87	

FUND 02 MPWA

TOTAL: 233,004.56

1/15/2013 1:50 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 11

PACKET: 09164 CLAIMS FOR 1/22/2013

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVICE/AEP					
		I-201301024491	03 -5876313	ELECTRIC UTIL ELECT UTIL-AIRPORT	063074	606.45
01-U00020	UNITED STATES CELLULAR					
		I-201301024490	03 -5876315	TELEPHONE UTI CELL PHONE EXP-AIRPORT	063077	27.57
			FUND 03	AIRPORT AUTHORITY	TOTAL:	634.02

1/15/2013 1:50 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 12

PACKET: 09164 CLAIMS FOR 1/22/2013

VENDOR SET: 01

FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVICE/AEP					
		I-201301094508	05 -5218313	ELECTRIC UTIL ELECT UTIL-PARKING AUTH	063116	75.65
			FUND 05	PARKING AUTHORITY	TOTAL:	75.65

1/15/2013 1:50 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 13

PACKET: 09164 CLAIMS FOR 1/22/2013

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-E00207	EMMA E. BELLIS					
		I-201301154521	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	063174	150.00
		I-201301154522	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	063174	111.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201301154518	08 -5549212	FUEL EXPENSE FUEL EXP-DEC-NUTRITION	063177	724.80
01-G00288	GERALDINE E MALKOWSKI					
		I-201301154519	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	063185	150.00
		I-201301154520	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	063185	138.75
01-R00304	RICHELLE CHEYENNE					
		I-201301154523	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	063236	135.00
		I-201301154524	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	063236	98.24
01-U00020	UNITED STATES CELLULAR					
		I-201301024490	08 -5549315	TELEPHONE UTI CELL PHONE EXP-NUTRITION	063077	82.71
				FUND 08 NUTRITION	TOTAL:	1,590.50

PAGE: 14

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00745	ALFA- ASSOC FOR LANDFIL					
	I-411		09 -5864327	SUB TITLE D E LF PARTICIPATION FEES	063154	5,079.00
				FUND 09 LANDFILL RES./SUB-TITLE DTOTAL:		5,079.00

1/15/2013 1:50 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 15

PACKET: 09164 CLAIMS FOR 1/22/2013

VENDOR SET: 01

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00099	MARKETING ALLIANCE, INC					
		I-18020	27 -5655214	TOURISM EXPEN LOGO DEVELOPMENT FEE	063200	3,500.00
		I-18021	27 -5655214	TOURISM EXPEN MARKETING PLAN FEE	063200	7,579.00
		I-18052	27 -5655214	TOURISM EXPEN LOGO DEV & MKTG PLAN FEES	063200	7,421.00
01-000137	OKLA TOURISM/RECREATION					
		I-10197	27 -5655214	TOURISM EXPEN TOURISM BROCHURE	063223	114.46
			FUND 27	TOURISM FUND	TOTAL:	18,614.46

1/15/2013 1:50 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 16

PACKET: 09164 CLAIMS FOR 1/22/2013

VENDOR SET: 01

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201301154518	28 -5654212	FUEL EXPENSE FUEL EXP-DEC-EXPO	063177	74.22
01-P00560	PUBLIC SERVICE/AEP					
		I-201301024491	28 -5654313	ELECTRIC UTIL ELECT UTIL-EXPO	063074	3,962.74
01-U00020	UNITED STATES CELLULAR					
		I-201301024490	28 -5654315	TELEPHONE UTI CELL PHONE EXP-EXPO	063077	110.28
			FUND	28 SE EXPO CENTER	TOTAL:	4,147.24

1/15/2013 1:50 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 17

PACKET: 09164 CLAIMS FOR 1/22/2013

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00581	AT&T					
		I-201301094503	29 -5324315	TELEPHONE UTI PHONE EXP-911 HOST CIRCUIT CIT 063111		781.25
		I-201301094504	29 -5324315	TELEPHONE UTI PHONE EXP-911 HIST CIRCUIT CTY 063111		198.00
01-C00856	CROSS TELEPHONE COMPANY					
		I-201301094505	29 -5324315	TELEPHONE UTI PHONE EXP-911 TRUNK LINE	063112	340.54
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201301154518	29 -5324212	FUEL EXPENSE FUEL EXP-DEC-E911	063177	44.55
01-L00084	LANGUAGE LINE SERVICES					
		I-3086438	29 -5324202	OPERATING SUP TRANSLATIONS AS NEEDED	063196	23.48
01-S00580	AT & T					
		I-201301024493	29 -5324315	TELEPHONE UTI PHONE UTIL-E911	063076	2,182.56
		I-201301094502	29 -5324315	TELEPHONE UTI PHONE EXP-E911 WIRELESS	063118	228.36
01-S00726	STAPLES ADVANTAGE					
		I-74416	29 -5324202	OPERATING SUP MISC OFFICE SUPPLIES	063243	170.52
		I-74629	29 -5324202	OPERATING SUP MISC OFFICE SUPPLIES	063243	28.00
01-U00020	UNITED STATES CELLULAR					
		I-201301024490	29 -5324315	TELEPHONE UTI CELL PHONE EXP-E911	063077	27.57
01-W00392	WINDSTREAM CORPORATION					
		I-201301024492	29 -5324315	TELEPHONE UTI 911 COUNTY TRUNK LINE	063078	452.51
			FUND	29 E-911	TOTAL:	4,477.34

1/15/2013 1:50 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 18

PACKET: 09164 CLAIMS FOR 1/22/2013

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00155	ACTION SAFETY SUPPLY CO					
		I-00175638	30 -5652317	ADVERTISING & SIGNS FOR TAYLOR IND PARK	063147	7,874.00
01-N00347	MEHLBURGER BRAWLEY, INC					
		I-MC-11-05-06	30 -5211405	8 INCH WATER 8" WTR MAIN-TAYLOR BUS PK	063215	3,954.00
		I-MC-12-01-05	30 -5211407	14 ST/69 HWY ENG FEE-14TH & 69 SWR EXT	063215	6,952.00
			FUND 30	ECONOMIC DEVELOPMENT	TOTAL:	18,780.00

PACKET: 09164 CLAIMS FOR 1/22/2013

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201301154517	35 -5862212	FUEL EXPENSE FUEL EXP-DECEMBER-GARAGE	063176	29.64
		I-201301154518	35 -5862212	FUEL EXPENSE FUEL EXP-DEC-FLEET MAINT	063177	190.28
01-N00271	NIX FORD MERCURY INC.					
		I-139651	35 -5862203	REPAIRS & MAI REPAIRS TO POLICE VEHICLE	063213	198.55
		I-139920	35 -5862203	REPAIRS & MAI A/C COMP FOR MEDIC 1	063213	149.01
		I-140055	35 -5862203	REPAIRS & MAI A/C COMP FOR MEDIC 1	063213	59.95
		I-140092	35 -5862203	REPAIRS & MAI REPAIR OIL LEAK MED 4	063213	441.13
01-000075	O'REILLY AUTO PARTS					
		C-0230-478148 CR	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063217	21.51-
		C-0230-478722 CR	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063217	67.99-
		C-0230-479509 CR	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063217	24.96-
		C-0230-479556 CR	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063217	26.27-
		C-0230-481393 CR	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063217	25.00-
		C-0230-481429 CR	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063217	42.33-
		C-0230-482357 CR	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063217	92.77-
		C-0230-482811 CR	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063217	121.73-
		I-0230-478639	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063218	65.94
		I-0230-478701	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063218	40.44
		I-0230-478747	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063218	9.98
		I-0230-478750	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063218	7.47
		I-0230-479230	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063218	46.86
		I-0230-479393	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063218	8.49
		I-0230-479501	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063218	124.59
		I-0230-479510	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063218	12.78
		I-0230-479535	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063218	28.27
		I-0230-479669	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063218	6.27
		I-0230-479774	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063218	59.52
		I-0230-480075	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063219	26.57
		I-0230-480198	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063219	12.52
		I-0230-480970	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063219	92.97
		I-0230-481155	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063219	49.99
		I-0230-481280	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063219	7.98
		I-0230-481288	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063219	138.92
		I-0230-481289	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063219	41.39
		I-0230-481367	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063219	44.91
		I-0230-481373	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063219	224.99
		I-0230-481418	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063219	42.33
		I-0230-481427	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063219	31.88
		I-0230-481505	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063219	80.99
		I-0230-481940	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063219	73.17
		I-0230-482012	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063220	79.09
		I-0230-482050	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063220	22.39
		I-0230-482212	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063220	93.44
		I-0230-482340	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063220	11.74
		I-0230-482344	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063220	16.98
		I-0230-482523	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	063220	329.69

1/15/2013 1:50 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 20

PACKET: 09164 CLAIMS FOR 1/22/2013

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-U00020	UNITED STATES CELLULAR					
		I-201301024490	35 -5862315	TELEPHONE UTI CELL PHONE EXP-FLEET MAINT	063077	61.54
			FUND	35 FLEET MAINTENANCE	TOTAL:	2,540.09

1/15/2013 1:50 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 21

PACKET: 09164 CLAIMS FOR 1/22/2013

VENDOR SET: 01

FUND : 36 WORKER'S COMPENSATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00629	MUTUAL ASSURANCE ADIMIN					
		I-8974	36 -5215315	THIRD PARTY A W/C ADMINISTRATION FEE	063205	941.68
01-000340	OSIA-OKLAHOMA SELF INSU					
		I-2580	36 -5215303	ADMINISTRATIO YRLY MEMBERSHIP RENEWAL	063225	250.00
			FUND 36	WORKER'S COMPENSATION	TOTAL:	1,191.68

1/15/2013 1:50 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 22

PACKET: 09164 CLAIMS FOR 1/22/2013

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-U00061	UTILITY SERVICES CO., I					
		I-308122	41 -5975401	WATER TOWER C MAINT CONTRACT-WTR TWRS	063247	44,406.14
		I-308123	41 -5975401	WATER TOWER C MAINT CONTRACT-WTR TWRS	063247	67,580.92
		I-308124	41 -5975401	WATER TOWER C MAINT CONTRACT-WTR TWRS	063247	92,637.23
		I-308125	41 -5975401	WATER TOWER C MAINT CONTRACT-WTR TWRS	063247	44,425.67
		I-308126	41 -5975401	WATER TOWER C MAINT CONTRACT-WTR TWRS	063247	43,934.77
		I-308127	41 -5975401	WATER TOWER C MAINT CONTRACT-WTR TWRS	063247	31,766.36
			FUND	41 CIP FUND	TOTAL:	324,751.09
					REPORT GRAND TOTAL:	711,582.65

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2012-2013	01 -2100	CLEET PAYABLE (COURT)	6,369.50				
	01 -2101	AFIS PAYABLE - COURT	3,515.40				
	01 -2102	FORENSICS PAYABLE (COURT)	3,389.88				
	01 -2103	OBN PAYABLE (COURT)	17.09				
	01 -2105	COLLECTION AGENCY 25% (COU	5,029.00				
	01 -5210302	CONSULTANTS/LABOR RELATION	387.50	65,000	5,646.38		
	01 -5210330	DUES & SUBSCRIPTIONS	62.00	2,700	500.26		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	90.50	5,900	2,626.38		
	01 -5210480	CONTINGENCY	1,470.00	25,000	23,537.00		
	01 -5212308	CONTRACTED SERVICES	179.50	2,300	244.60		
	01 -5212317	ADVERTISING & PRINTING	104.75	2,000	963.66		
	01 -5212330	DUES & SUBSCRIPTIONS	20.00	450	112.00		
	01 -5213202	OPERATING SUPPLIES	200.05	5,000	3,086.93		
	01 -5213336	FEES	200.00	2,500	1,100.00		
	01 -5214302	CONSULTANTS	5,092.11	135,200	712.30		
	01 -5215202	OPERATING SUPPLIES	410.00	6,000	2,421.90		
	01 -5215313	ELECTRIC UTILITY	20,591.41	315,000	163,897.17		
	01 -5215314	GAS UTILITY	239.38	14,000	13,387.98		
	01 -5215315	TELEPHONE UTILITY	1,804.64	27,900	6,322.62		
	01 -5215317	POSTAGE	2,500.00	12,600	2,550.05		
	01 -5225212	FUEL EXPENSE	102.20	1,800	694.44		
	01 -5225349	SOFTWARE MAINTENANCE	200.00	36,400	42.28-	Y	
	01 -5225401	COMPUTER TECHNOLOGY	698.00	20,000	14,246.35		
	01 -5320328	INTERNET SERVICE	116.75	1,500	682.75		
	01 -5321202	OPERATING SUPPLIES	117.81	12,700	6,191.64		
	01 -5321212	FUEL EXPENSE	9,326.52	148,660	76,678.29		
	01 -5321308	CONTRACTED SERVICES	350.00	15,000	7,479.61		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	50.00	10,500	9,849.24		
	01 -5322202	OPERATING SUPPLIES	296.78	2,700	1,907.32		
	01 -5322212	FUEL EXPENSE	641.30	6,600	2,649.06		
	01 -5431202	OPERATING SUPPLIES	1,058.43	11,700	4,868.46		
	01 -5431203	REPAIRS & MAINT SUPPLIES	574.26	13,000	8,405.30		
	01 -5431207	CLOTHING ALLOWANCE	2,676.08	18,500	7,546.98		
	01 -5431212	FUEL EXPENSE	1,743.59	19,600	6,440.10		
	01 -5431316	REPAIRS & MAINTENANCE	524.00	11,100	8,087.55		
	01 -5431328	INTERNET SERVICE	62.95	2,800	1,603.95		
	01 -5431330	DUES & SUBSCRIPTIONS	498.00	8,100	4,893.00		
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	275.00	9,300	6,271.71		
	01 -5432202	OPERATING SUPPLIES	4,722.05	21,000	7,170.29		
	01 -5432203	REPAIR & MAINT SUPPLIES	144.83	7,500	4,232.96		
	01 -5432212	FUEL EXPENSE	1,155.95	19,000	8,700.46		
	01 -5432316	REPAIRS & MAINTENANCE	90.00	4,800	4,534.13		
	01 -5432331	EMPLOYEE TRAVEL & TRAINING	112.00	3,500	633.00		
	01 -5542202	OPERATING SUPPLIES	25.00	6,000	4,564.66		
	01 -5542203	REPAIRS & MAINT SUPPLIES	2,670.37	52,600	13,912.98		

** 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	-5542204	SMALL TOOLS	648.98	2,500	801.04		
01	-5542212	FUEL EXPENSE	1,935.60	38,000	10,619.95		
01	-5542308	CONTRACTED SERVICES	126.00	15,500	6,044.12		
01	-5542328	INTERNET SERVICE	148.60	1,800	759.80		
01	-5543316	REPAIRS & MAINTENANCE	391.13	7,000	1,904.65		
01	-5544203	REPAIRS & MAINTENANCE SUPP	87.70	8,500	1,476.61		
01	-5544212	FUEL EXPENSE	37.96	2,550	260.45		
01	-5547203	REPAIRS & MAINT SUPPLIES	503.45	10,500	2,943.11		
01	-5547212	FUEL EXPENSE	454.68	13,400	5,720.93		
01	-5548203	REPAIRS & MAINTENANCE SUPP	422.58	54,500	28,101.44		
01	-5548212	FUEL EXPENSE	329.85	6,400	3,489.05		
01	-5548311	PARKING RENTAL	375.00	4,500	0.00		
01	-5548316	REPAIRS & MAINTENANCE	862.65	23,000	8,921.41		
01	-5548328	INTERNET SERVICE	75.65	1,000	470.45		
01	-5652202	OPERATING SUPPLIES	303.13	1,900	818.30		
01	-5652212	FUEL EXPENSE	267.34	4,100	1,039.85		
01	-5652317	ADVERTISING & PRINTING	150.00	1,200	550.00		
01	-5652336	FEES	84.00	1,500	80.00-	Y	
01	-5653202	OPERATING SUPPLIES	9.94	2,800	811.32		
01	-5653212	FUEL EXPENSE	33.60	1,000	728.68		
01	-5653213	SAFETY EXPENSE	65.88	27,800	17,519.40		
01	-5653308	CONTRACTED SERVICES	840.00	5,200	2,680.00		
01	-5653317	ADVERTISING & PRINTING	30.60	1,400	409.70		
01	-5653330	DUES & SUBSCRIPTIONS	385.00	1,000	347.00		
01	-5653348	DRUG TESTING/PHYSICALS	833.20	22,200	15,208.25		
01	-5865202	OPERATING SUPPLIES	36.68	4,500	1,921.59		
01	-5865212	FUEL EXPENSE	2,760.63	30,000	2,874.97		
01	-5865218	STREET REPAIRS & MAINTENAN	4,434.01	275,000	57,211.85		
01	-5865328	INTERNET SERVICE	158.60	1,510	482.75		
02	-5216212	FUEL EXPENSE	410.73	6,500	855.95		
02	-5216336	FEES	293.16	4,500	1,897.88		
02	-5267313	ELECTRIC UTILITY	26,685.61	389,500	204,551.67		
02	-5267314	GAS UTILITY	681.82	5,400	4,000.47		
02	-5267315	TELEPHONE UTILITY	692.64	50,900	17,208.01		
02	-5267316	WATER UTILITY	16.71	8,300	8,067.64		
02	-5267322	LIABILITY INSURANCE/BONDS	153.04	51,000	33,324.72		
02	-5267480	CONTINGENCY (CTY MGR)	1,657.75	40,000	10,958.63		
02	-5864212	FUEL EXPENSE	65.38	2,100	4,537.18-	Y	
02	-5864329	DEQ FEES	60.39	8,500	7,159.44		
02	-5866212	FUEL EXPENSE	925.51	20,000	10,769.32		
02	-5866230	RECYCLING CENTER EXPENSE	329.34	4,600	2,076.32		
02	-5866306	CONTRACTED REFUSE SERVICES	149,100.64	1,680,000	789,082.37		
02	-5871212	FUEL EXPENSE	68.97	2,250	1,146.72		
02	-5871302	CONSULTANTS	18,125.00	166,060	43,840.42		
02	-5972202	OPERATING SUPPLIES	134.53	1,750	687.11		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
02	-5972212	FUEL EXPENSE	156.10	1,600	680.26		
02	-5973203	REPAIRS & MAINT SUPPLIES	42.50	74,100	38,985.92		
02	-5973212	FUEL EXPENSE	983.62	11,900	3,005.73		
02	-5973316	REPAIRS & MAINTENANCE	253.41	40,500	14,791.41		
02	-5973328	INTERNET SERVICE	68.20	750	289.22		
02	-5974203	REPAIRS & MAINT SUPPLIES	510.60	114,000	32,924.49		
02	-5974206	CHEMICALS	19,973.37	389,000	109,227.04		
02	-5974212	FUEL EXPENSE	721.96	13,800	946.05		
02	-5974304	LAB TESTING	2,063.95	30,000	14,716.59		
02	-5974316	REPAIRS & MAINTENANCE	2,024.95	67,000	22,911.78		
02	-5974328	INTERNET SERVICE	187.00	1,000	50.26		
02	-5974331	EMPLOYEE TRAVEL & TRAININ	248.00	2,000	207.20		
02	-5975202	OPERATING SUPPLIES	112.46	4,000	2,471.13		
02	-5975209	UTILITY MAINTENANCE SUPP.	171.97	32,500	31,061.49		
02	-5975212	FUEL EXPENSE	2,529.12	38,800	8,486.90		
02	-5975218	STREET REPAIRS & MAINTENAN	1,993.25	158,000	87,890.60		
02	-5975230	SEWER MAIN REPAIR	1,511.41	100,000	62,963.19		
02	-5975328	INTERNET SERVICE	51.47	1,500	757.73		
03	-5876313	ELECTRIC UTILITY	606.45	15,200	7,854.49		
03	-5876315	TELEPHONE UTILITY	27.57	300	107.34		
05	-5218313	ELECTRIC UTILITY	75.65	1,400	939.22		
08	-5549212	FUEL EXPENSE	724.80	9,400	3,772.02		
08	-5549308	CONTRACT SERVICES	782.99	15,500	7,030.52		
08	-5549315	TELEPHONE UTILITY	82.71	2,400	909.82		
09	-5864327	SUB TITLE D EXPENSE	5,079.00	80,000	33,655.50		
27	-5655214	TOURISM EXPENSE	18,614.46	48,500	20,879.38		
28	-5654212	FUEL EXPENSE	74.22	2,400	1,173.29		
28	-5654313	ELECTRIC UTILITY	3,962.74	63,000	35,000.59		
28	-5654315	TELEPHONE UTILITY	110.28	3,000	909.36		
29	-5324202	OPERATING SUPPLIES	222.00	26,000	21,348.48		
29	-5324212	FUEL EXPENSE	44.55	2,100	1,155.24		
29	-5324315	TELEPHONE UTILITY	4,210.79	60,000	26,897.92		
30	-5211405	8 INCH WATER MAIN-TAYLOR I	3,954.00	35,671	26,522.50		
30	-5211407	14 ST/69 HWY SWR EXTENSION	6,952.00	441,082	389,732.00		
30	-5652317	ADVERTISING & PRINTING	7,874.00	8,000	126.00		
35	-5862203	REPAIRS & MAINTENANCE SUPP	2,258.63	369,900	215,079.05		
35	-5862212	FUEL EXPENSE	219.92	15,081	11,641.64		
35	-5862315	TELEPHONE UTILITY	61.54	870	439.94		
36	-5215303	ADMINISTRATION FEES	250.00	26,000	11,503.18		
36	-5215315	THIRD PARTY ADM FEES	941.68	12,000	700.00		
41	-5975401	WATER TOWER CAPITAL PROJEC	324,751.09	334,494	9,742.91		
** 2012-2013 YEAR TOTALS **			711,582.65				

NO ERRORS

** END OF REPORT **

PACKET: 09164 CLAIMS FOR 1/22/2013

VENDOR SET: 01

BANK : FNB FIRST NATIONAL BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
--------	-------------	------	---------------	---------------	----------	--------	--------------	-----------------

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	1/2013	96,697.02CR
02	1/2013	233,004.56CR
03	1/2013	634.02CR
05	1/2013	75.65CR
08	1/2013	1,590.50CR
09	1/2013	5,079.00CR
27	1/2013	18,614.46CR
28	1/2013	4,147.24CR
29	1/2013	4,477.34CR
30	1/2013	18,780.00CR
35	1/2013	2,540.09CR
36	1/2013	1,191.68CR
41	1/2013	324,751.09CR
=====		
ALL		711,582.65CR



Pride In McAlester
Second Quarter Report
October—December
FY 2012-2013

Board of Directors:

Justin Few, President

Mel Priddy, Vice President

Carol Bishop, Treasurer

Cara Dorrell, Secretary

Margaret Fields

David Beall

Gwen Titsworth

Staff:

Stephanie Giacomo, Executive Director

Beverly Wooden, Project Assistant

Membership:

31 Individual Members

15 Family Memberships

9 Lifetime Memberships

3 Non-Profit Members

2 Business Members

PIM Board Meetings

Pride In McAlester Board of Director Meetings are held on the first Thursday of every month at 12:00 pm at the PIM Office located at 1 E. Choctaw, Suite 525 in McAlester. Regular meetings were held on October 4th, November 1st, and December 6th.

PIM Membership Meetings

Pride In McAlester Membership Meetings are held on the second Thursday of every month at 6:00pm in Room 110 of the McAlester Campus of Eastern Oklahoma State College. Meetings were held on November 8th and December 13th. No meeting occurred in October due to low attendance. An average of eleven citizens attended the two meetings during the second quarter.

Volunteerism

PIM held three Community Volunteer Days during the second quarter of 2012-2013: October 13th during the Wild West Festival, November 10th at the Botts Residence and Washington Early Childhood Center, and December 15th at the PIM Flea Market.

Additionally, volunteers contributed to the City Wide Litter Pickup, Fall Cleanup, Downtown Halloween Trick or Treat Party in the Streets, and construction of the Parade Float for Holiday Recycling Promotion.

144 combined volunteers spent 438 hours working in the community from October 1 to December 31.

PIM Financial Statement

Revenue	1 st Quarter Actual	2nd Quarter Actual	YTD Actual	Annual Budget
Donations	\$ 205.56	\$ 2,967.72	\$ 3,173.28	\$ 5,000.00
Fundraiser	\$ 11,061.11	\$ 14,106.76	\$ 25,167.87	\$ 37,000.00
Grants	\$ 75.00	\$ 1,000.00	\$ 1,075.00	\$ 1,000.00
McAlester City Contract	\$ 14,600.00	\$ 15,000.00	\$ 29,600.00	\$ 60,000.00
Membership	\$ 0.00	\$ 100.00	\$ 100.00	\$ 1,200.00
Total Revenue	\$ 25,941.67	\$ 33,174.48	\$ 59,116.15	\$ 104,200.00

Operating Expenses

Advertising and Printing	\$ 1,106.42	\$ 74.77	\$ 1,181.19	\$ 2,500.00
Awards and Events	\$ 805.95	\$ 252.17	\$ 1,058.12	\$ 2,000.00
Discretionary Expenses*	\$ 1,167.47	\$ 874.05	\$ 2,041.52	\$ 2,200.00
Fundraiser	\$ 2,202.30	\$ 4,159.60	\$ 6,361.90	\$ 16,000.00
Insurance	\$ 1,052.03	\$ 354.82	\$ 1,406.85	\$ 2,500.00
Office Expense Rent	\$ 1,200.00	\$ 1,610.83	\$ 2,810.83	\$ 5,000.00
Office Supplies	\$ 176.18	\$ 866.60	\$ 1,042.78	\$ 3,000.00
Postage	\$ 0.00	\$ 0.00	\$ 0.00	\$ 400.00
Professional Dues	\$ 0.00	\$ 140.00	\$ 140.00	\$ 500.00
Salary and Payroll WC Taxes	\$ 9,284.79	\$ 11,631.58	\$ 20,916.37	\$ 40,000.00
Telephone and Internet	\$ 501.13	\$ 545.92	\$ 1,047.05	\$ 2,000.00
Travel Expense	\$ 620.72	\$ 1,078.90	\$ 1,699.62	\$ 2,000.00
Utilities	\$ 1,096.03	\$ 894.72	\$ 1,990.75	\$ 2,700.00
Vehicle Expenses	\$ 1,501.09	\$ 664.84	\$ 2,165.93	\$ 1,500.00
Waste Removal and Trans	\$ 7.80	\$ 2,875.00	\$ 2,882.80	\$ 21,000.00
High School Auxiliary Budget	\$ 0.00	\$ 58.75	\$ 58.75	\$ 500.00
Total Expenses	\$ 20,721.91	\$ 26,082.55	\$ 46,804.46	\$ 103,800

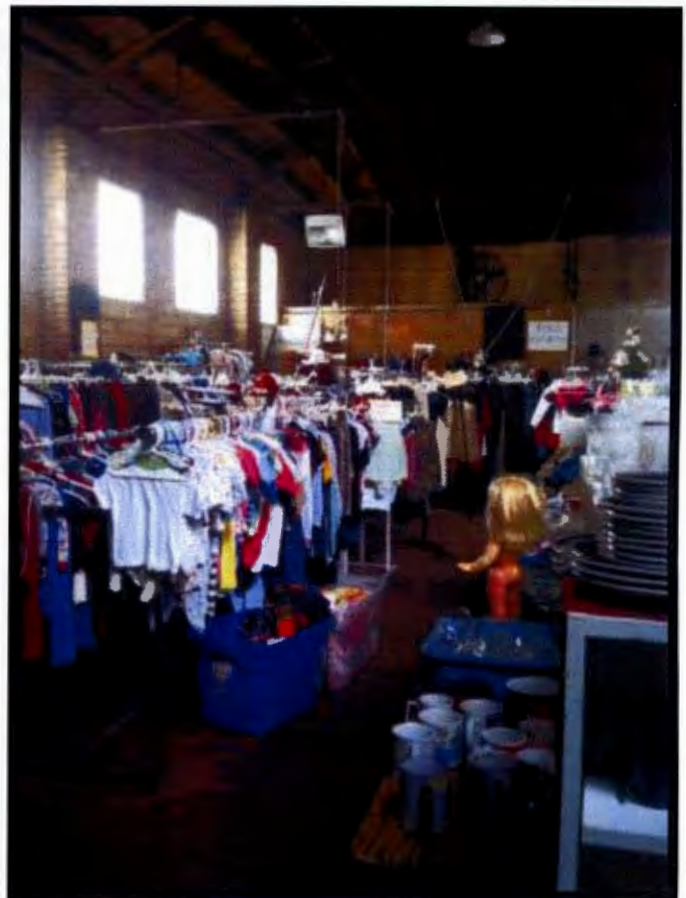
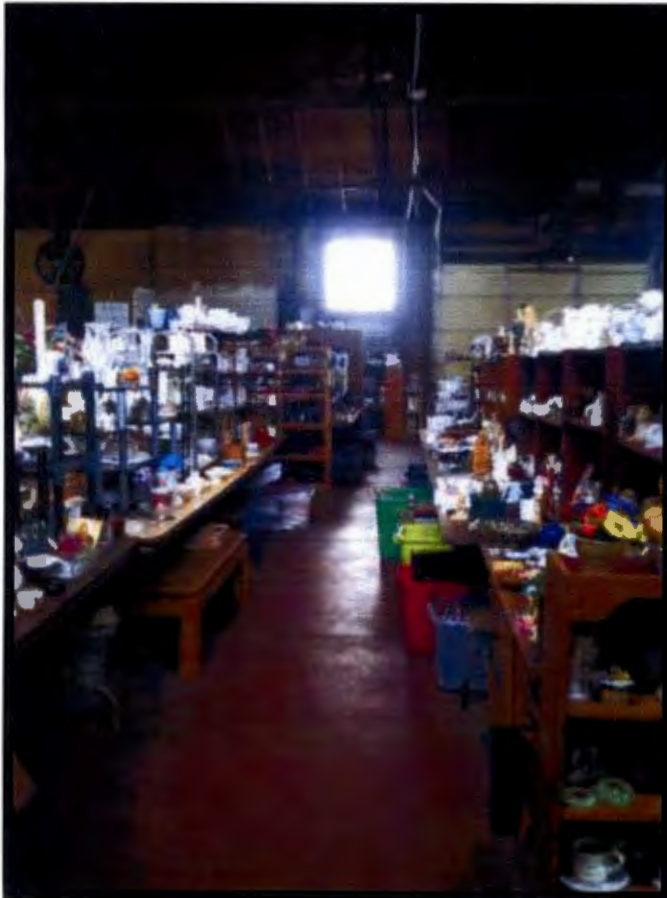
Net Income	\$ 5,219.76	\$ 7,091.93	\$ 12,311.69	\$ 400.00
-------------------	--------------------	--------------------	---------------------	------------------

* Discretionary expenses include supplies for community volunteer days and community events.



PIM Flea Market

From October 1, 2012, to December 31, 2012, seventeen non-duplicated PIM Volunteers contributed 2,116 hours to the Flea Market. 207 donation pickups were conducted and eight cardboard recycling trips were completed by Flea Market Volunteers. Additionally, one contract employee was hired to help conduct pickups for up to eight hours per week.



Public Outreach

Pride In McAlester continued to operate the Pride In McAlester, OKLA Theater, and McAlester Recycling Center Facebook pages for social media outreach. Number of "Likes" as of December 27, 2012:

Pride In McAlester: 457

McAlester's OKLA Theater: 2,360

McAlester Recycling Center: 203



Print Media

Regular advertising, articles, and press releases were sent to local newspapers, including the *McAlester News-Capital* and the *Bargain Journal*. Additionally, an article was written and published by Beverly Wooden, Project Assistant: "12 Ways to Go Green for the Holidays" in both the *McAlester News-Capital* and *The Bargain Journal* along with publication on the PIM Website.

McAlester Radio

Executive Director Stephanie Giacomo continued radio shows as the guest of Megan Waters on KNED AM 1150 on October 17th, November 7th, and December 5th.



Websites

Online web pages were maintained and updated for Pride In McAlester and the OKLA Theater.

www.prideinmcalester.com

www.oklatheater.com



Monthly PIM Newsletters

Pride In McAlester publishes a monthly e-mail newsletter to keep members and supporters up-to-date on activities within the organization. Newsletters were sent on October 31st, November 30th, and December 21st. The Newsletter mailing list as of December 18, 2012 consisted of 178 email addresses. Starting in December, a new format and service is now used for PIM Newsletters.



MY HOME • OUR COMMUNITY
THROW FUTURE

VOLUME 3 EDITION 10 OCTOBER 2012

PIM Hosts City Wide Litter Pickup




Pride In McAlester held a City Wide Litter Pickup on October 6th to encourage groups to combat litter pollution in the McAlester community. Jackie Dawson, Co-ordinator, Center, the McAlester Campus of Eastern Oklahoma State College, All Saints Episcopal Church, Pride In McAlester and the Pride In McAlester High School Auxiliary are among the groups that participated, cleaning more than two linear miles of McAlester streets. Twenty-seven total volunteers worked a combined eighty hours helping make McAlester a cleaner, safer, and more beautiful place during the event.




Pride In McAlester Welcomes Project Assistant

PIM recently welcomed Beverly Wooden to the staff as Project Assistant. Her background in journalism, marketing, and communications will help move PIM forward during the next year. The part-time position includes assisting with planning, implementation, and tracking of projects along with membership and volunteer coordination. Welcome Beverly!








MY HOME • OUR COMMUNITY
THROW FUTURE

VOLUME 3 EDITION 11 NOVEMBER 2012



PIM Earns Statewide Recognition

Pride In McAlester recently won two awards from Oklahoma organizations. During May, Oklahoma Beautify! Environmental Stewardship Awards on November 14, PIM received the Green Achievement Award for their Green American Cleanup™ in Oklahoma efforts. During the months of March, April, and May, Pride In McAlester conducted an education campaign, seven days of cleanup activities, and beautification projects. The event included partnerships with McAlester Public Schools, the City of McAlester, Testing County Sheriff's Department and several other organizations. PIM was chosen for this award from more than 300 Green American Cleanup™ in Oklahoma projects across the state. Glen Kent, retired City of McAlester City Parks Superintendent, was recognized as an Affiliate Champion for his passion, professionalism, and dedication that led to the planting of 3,000 trees, the creation of the McAlester Arboretum, and the designation of McAlester as a Tree City USA. The City of McAlester and McAlester Public Schools were also recognized.

PIM also received statewide recognition during the America Recycles City Awards Banquet on November 15th. The event is organized by the Metropolitan Environmental Trust in Tulsa and honors those M.E.T. members. Christian Michael Patton refers to as "recycling heroes" throughout Oklahoma. PIM was recognized to promote the McAlester Recycling Center and encourage recycling efforts in the community. The McAlester Recycling Center is a cooperative effort from the City of McAlester, Educate Community Action and Pride In McAlester and was established in 2010. Since that time, recycling in the community has flourished and the three groups meet several times a year to discuss ways to expand and improve the center.



McAlester Recycling Center Now Accepting Glass

What kind of glass is accepted?
Clear, Brown, & Green/Blue Glass Jars and Bottles (remove lids, separate by color, and bag).

What else can I recycle?
#1 & #2 Plastic Bottles (crush and replace cap if possible), Paper, Shredded Paper, Phone Books, Newspaper (bag), Aluminum Cans (bag), Cardboard (flatten), Paperboard (flatten and bag).

Where do I take it?
The McAlester Recycling Center is located at the north

Community Volunteer Days



On October 13th, Pride In McAlester provided support to the Wild West Festival and the Wild Color Stampede. Partnering with the Old Town Association, Pride In McAlester manned a booth during the event, helping diversify the types of activities available and raising funds towards PIM activities. Additionally, PIM provided recycling during the Wild West Festival and helped obtain an in-kind dumpster for the event from Republic Services. In support of the Wild Color Stampede, PIM provided water, ice chests, and ice at Rotary Park for runners.

Six volunteers worked a combined twenty-four volunteer hours during the events on behalf of Pride In McAlester.

Community Volunteer Day

November 10th

327 East Monroe

Michael Botts, 28, of McAlester, has been struggling in a fight against brain cancer for years. His condition has left him confined to a wheelchair. Recently, Botts was approved to have a home built by the United States Department of Agriculture's Rural Development division. He sought help from volunteers to complete parts of the project that he can not do on his own. During November's Community Volunteer Day, Pride In McAlester members assisted Botts by collecting and hauling away construction debris and tree limbs from the site of his new home. Five PIM members were honored to step-up and help for a combined eight hours.





The Pride In McAlester High School Auxiliary worked on Saturday, November 10th at Washington Early Childhood Center painting curbs, lines, and steps on the exterior of the school. Eight McAlester High School students participated, supported by PIM Project Assistant Beverly Wooden.

The student leaders of the High School Auxiliary this year are Makenna Smith and Zachary Dugan. Both students are involved in numerous school activities but are always willing to take time out to help their community by partnering with PIM and their fellow students to beautify and enhance McAlester!





December's Community Volunteer Day paired helpers with dedicated volunteers at the PIM Flea Market located on the corner of 3rd and Wyandotte. Due to increased donations in the fall, many items were unable to be moved behind the walls on the west side of the building. Thanks to the preparation of Flea Market volunteers, it took just two hours to organize and sort furniture, exercise equipment, yard tools, and other merchandise. The project not only cleared much needed space, but also helped beautify the parking lot. Seven additional volunteers worked for a combined fourteen hours.



8th Grade Career & College EXPO

Pride In McAlester was proud to assist Eastern Oklahoma State College, Kiamichi Technology Center, The McAlester Chamber of Commerce, McAlester Public Schools, and GEAR-UP in planning the Sixth Annual 8th Grade Career and College Expo. The event hosted more than 1,000 8th grade students from area schools who were shown a variety of life options from more than seventy educational institutions, businesses, and other organizations. Pride In McAlester staffed a booth during the event that challenged students to match recyclable materials to a fact about the importance of recycling that item. McAlester Recycling Center brochures were distributed and students were told about the various options in our community and surrounding areas.



Mayor Harrison Proclaims October “Make McAlester Beautiful Month”

Mayor Steve Harrison signed a proclamation declaring October “Make McAlester Beautiful Month.” The document stated that “the beautification and appearance of our City is critical to the long term dignity and respect of our City; a beautiful and clean City will be a benefit to our citizens, our City, our businesses and prospective citizens and businesses; a beautiful McAlester is a source of pride and is the responsibility of all citizens; the Pride In McAlester organization has been designated as the leadership group for cleaning up our City; and Pride In McAlester will be conducting their fall cleanup and all citizens are encouraged to participate.”



City Wide Litter Pickup

October 6th



Pride In McAlester held a City Wide Litter Pickup on October 6th to encourage groups to combat litter pollution in the McAlester community. Jackie Brannon Correctional Center, the McAlester Campus of Eastern Oklahoma State College, All Saints Episcopal Church, Pride In McAlester and the Pride In McAlester High School Auxiliary are among the groups that participated, cleaning more than two linear miles of McAlester streets. Twenty-seven total volunteers worked a combined eighty hours helping make McAlester a cleaner, safer, and more beautiful place during the event.





**TAKE A STAND
AGAINST LITTER
IN MCALESTER!**



**FOR MORE
INFORMATION
CALL
918-426-4444**

CITY-WIDE LITTER PICKUP

**SATURDAY,
OCTOBER 6,
2012**

**REGISTER AND GET
FREE TRASH BAGS AT**

**CHOCTAW
PARKING LOT**

**8:00 AM TO
11:00 AM**



City-Wide Garage Sale

On August 10, 2012, Pride In McAlester President Justin Few and Executive Director Stephanie Giacomo sent a letter to the City Manager and City Council requesting support of a Community-wide Garage Sale to compliment PIM's Fall Cleanup. Such events bring visitors to the community, promote environmental responsibility through reuse of goods, and help residents clear out unneeded items resulting in a cleaner and safer McAlester. Holding the community garage sale prior to the Fall Cleanup served as an additional incentive for residents to begin cleaning up their property and encourage a second use of items. Thanks to the support and organization of city employees such as Pamela Kirby, the event was a great success and should continue as an annual event in the future.

McAlester organizes citywide garage sale Oct. 6

By JEFFREY K. THOMPSON

Beginning in 2012, McAlester sign up to McAlester's garage sale Oct. 6. "You do an up, however your address added to a annual map and could be used for recycling and City of McAlester. To sign up, you must be a resident of McAlester. The event is set right before Pride In McAlester's annual parade between Main and First streets.

The map will be produced to help people find each participating location. Kirby said.

In addition to providing a map for garage sale drop-off, participation in the event has another perk.

"Purchasing a garage sale permit will not be necessary only on this day," Kirby said.

All McAlester residents are allowed two garage sale permits a year at \$5 a piece. But Kirby said the Oct. 6 sale will not count against that number for those who have had a plan to have two garage

City garage sale, clean-up set Saturday

By JEFFREY K. THOMPSON

The business a roadside prep work will take place as well as a city-wide clean-up.

The garage sale is a neighborhood event for the city during a period free for garage and tool sales. The city has published maps of addresses that owners signed up to participate in the sale.

The map is available at City Hall, located at 100 N. Main St. in McAlester. It is being held open from 8 a.m. to 5 p.m. The city will have people on hand to answer questions and help residents get started.

FROM PAGE ONE

Citywide

Fall Cleanup that is a "Keep America Beautiful" cooperative effort with PIM. She said she hopes this will help McAlester residents to prepare for the clean-up initiative.

Director of PIM Stephanie Stader said Oct. 6 is also the date of PIM's Community Wide Litter Pickup event set from 8 a.m. to 11 a.m.

Contact J.K. Hickey at jkhickey@mcasterjournal.com.

cleanup of the business district between 1st and 5th streets and Valley Avenue, a 10-mile stretch.

Both work and cleanup will be a part of the day. The city will have people on hand to answer questions and help residents get started.

The cleanup will be held from 8 a.m. to 11 a.m. on Saturday, Oct. 6. The city will have people on hand to answer questions and help residents get started.

The cleanup will be held from 8 a.m. to 11 a.m. on Saturday, Oct. 6. The city will have people on hand to answer questions and help residents get started.

SEE CITYWIDE PAGE 5

October 6, 2012 McAlester's First Annual Citywide Garage Sale

Start now to be ready for McAlester's
FIRST Citywide Garage Sale!
Even if you have never had a garage sale before --
now is the time for one. Join in the fun and turn your
unneeded household items into \$\$\$CASH\$\$\$.

**NO PERMIT REQUIRED BUT YOU MUST
BE ON CITY LIST AND MAP.**

Sign up at CITY HALL to participate and
have your address included on the
McAlester Annual Garage Sale Map.

Watch our website for further information.

www.cityofmcaster.com

Fall Cleanup

Pride In McAlester's Fall Cleanup yielded fantastic results in 2012. During four days of bulk trash disposal, along with metal, tire, and electronics recycling, McAlester residents were provided with free and responsible ways to clean up their properties. Partnering with the City of McAlester, Allied Waste, Green Country Shredding, E-Waste Services, Pittsburg County Sheriff's Department, Yaffee Metal, and Liberty Tire, the cleanup ran October 20th, 21st, 27th, and 28th at the Former National Guard Armory. Activities on October 20th also included free paper shredding and prescription drug disposal options for residents. Fifty-five onsite volunteers and in-kind employees spent 217 combined hours at the site helping 621 community volunteers who contributed 1,173 hours cleaning up in the city. More than 450 vehicles came through the cleanup and numerous more delivered brush and yard waste to the McAlester landfill, saving citizens approximately \$18,000.00 in tipping fees.

Bulk Waste: 193,760 lbs

Metal: 9,500 lbs

Brush: 27,708 lbs

Tires: 789 tires

Prescription Drugs: 5 lbs

Electronics: 9,173 lbs

Paper Shredding: 7,000 lbs





FALL CLEANUP



3RD ST. & TAYLOR AVE.
(FORMER NATIONAL GUARD ARMORY)



October 20th, 21st, 27th, & 28th

SATURDAYS 9AM-3PM SUNDAYS 12PM-3PM

BULK TRASH - METAL - TIRES - ELECTRONICS

OCTOBER 20TH ONLY: PAPER SHREDDING AND
PRESCRIPTION DRUG DISPOSAL



**FREE DUMPING FOR
MCALESTER RESIDENTS**

NO COMMERCIAL BUSINESS PLEASE



**TAKE BRUSH AND YARD WASTE ONLY
DIRECTLY TO MCALESTER LANDFILL**

Contact (918) 426-4444 or pim@prideinmcalester.com

www.prideinmcalester.com

www.facebook.com/prideinmcalester



MAKE A DIFFERENCE DAY
NATIONAL DAY OF DOING GOOD

Make A Difference Day

Pride In McAlester supported Make A Difference Day (MADD) activities in McAlester during the second quarter of 2012-2013. Staff attended several planning meetings, assisted in preparations, promotion, and gathering supplies, and assisted in setting up the evening of October 26th. Additionally, the Fall Cleanup provided MADD volunteers with a disposal site for items removed from residences during this project.

Make A Difference Day activities in McAlester provide low-income, elderly, and disabled citizens with minor home repairs. On October 27, 2012, more than seventy volunteers assisted in the community.

DAY TO SERVE



Staff photo by KEVIN HARVISON

The USA Weekend Magazine and its affiliate newspapers, the Point of Light Foundation and its affiliate volunteer centers, and the Hands on Network have joined to promote an annual national day of doing good that celebrates and strengthens the spirit of volunteer services. Because volunteer service is an investment in the future, McAlester Mayor Steve Harrison has proclaimed Oct. 27 as Make a Difference Day. Pictured Friday during a signing of the proclamation at the McAlester News-Capital are, from left, front row, Leanna Amos of Oklahomans for Independent Living, Harrison, Program Coordinator Maureen Harrison, and volunteer Damien Miller, and back row, Pride In McAlester Project Assistant Beverly Wooden, PIM President Justin Few, Shalondra Harrison and PIM Executive Director Stephanie Giacomo.



McAlester Recycling Center



Pride In McAlester continued to educate the McAlester citizens about the various recycling options in the community. Support was also given to the City of McAlester and Kibois Community Action in operating the McAlester Recycling Center and participating in talks about the future of recycling in McAlester. Brochures were created and updated by PIM and distributed at available opportunities. Additionally, PIM helped coordinate the addition of glass jars and bottles to recyclable items in McAlester.



McAlester Recycling Center Now Accepting Glass

What kind of glass is accepted?
Clear, Brown, & Green/Blue Glass Jars and Bottles
(remove lids, separate by color, and bag).

What else can I recycle?
#1 & #2 Plastic Bottles (crush and replace cap if possible), Paper, Shredded Paper, Phone Books, Newspaper (bag), Aluminum Cans (bag), Cardboard (flatten), Paperboard (flatten and bag).

Where do I take it?
The McAlester Recycling Center is located at the north end of the Farmers Market Parking Lot at Main Street and Choctaw Avenue. Recyclables can be dropped off anytime; 24 hours a day, 7 days a week.


Why should I recycle?
By recycling, you are helping to create jobs and save natural resources, energy, and landfill space.

For more information visit
www.prideinmcalester.com
or call 918-426-4444.

Look up "McAlester Recycling Center" on Facebook.







McAlester Recycling Center Now Accepting Glass

What kind of glass is accepted?
Clear, Brown & Green/Blue Glass Jars and Bottles
(remove lids, separate by color and bag).

What else can I recycle?
#1 & #2 Plastic Bottles (crush and replace cap if possible), Paper, Shredded Paper, Phone Books, Newspaper (bag), Cardboard (flatten) and Paperboard (flatten and bag).

Where do I take it?
The McAlester Recycling Center is located at the north end of the Farmers Market Parking Lot at Main Street and Choctaw Avenue. Recyclables can be dropped off anytime; 24 hours a day, 7 days a week.

Why should I recycle?
By recycling, you are helping to create jobs and save natural resources, energy and landfill space.

For more information, visit www.prideinmcalester.com or call 918-426-4444. Look up "McAlester Recycling Center" on Facebook.





Photo courtesy of the McAlester News-Capital

Holiday Recycling Drive



During the months of November and December, Pride In McAlester conducted a Holiday Recycling Drive. Starting in November, Pride In McAlester ran four city-bits advertisements in the *McAlester News-Capital* promoting cooking oil recycling. The information was also promoted on Facebook and in emails.

PIM created and distributed flyers, sent emails, and made social media updates encouraging residents to recycle. PIM Project Assistant Beverly Wooden also wrote an article titled "12 Ways to Go Green for the Holidays." The article was published in local newspapers, the PIM Newsletter, and on the PIM Website.



Recycle for the Holidays

Cardboard & Paperboard

Glass Jars & Bottles

#1 & #2 Plastic Bottles

Paper & Newspaper

Aluminum Cans

From gift buying to party preparations, Americans generate more waste during the holidays than any other time of year.

Most of this waste can be recycled in McAlester!



Drop recycled materials at the
McAlester Recycling Center
at the north end of the parking lot at
Main Street and Choctaw Avenue.



For more information, contact Pride In McAlester
918-426-4444 or pim@prideinmcalester.com

www.facebook.com/mcalesterrecyclingcenter



12 ways to go green for the holidays

By BEVERLY WOODEN
SPECIAL CORRESPONDENT

While Santa and his sleigh bells, twinkling lights and shiny packages under the tree are some of the first things that come to mind when we think of Christmas, what's left over after the holiday season is a haze of extra consumption and waste.

In fact, Americans produce a million extra tons of garbage per week during the period between Thanksgiving and New Year's, according to the California Department of Resources Recycling and Recovery. The good news is that it doesn't have to be that way.

There are any number of small things you can do to lessen the season's carbon footprint.

By taking a more thoughtful and conscious approach to the holidays and striving to reduce waste and consumption, you may find that your celebration of the season becomes more meaningful while leaving a substantially smaller impact on the environment.

1. Choose a real tree. While plastic trees can be reused, the manufacturing process requires petroleum, and eventually the trees end up in the landfill since they aren't easily recyclable. Real trees, on the other hand, can be replanted if you choose a potted variety. They can also be recycled, mulched or composted, and real Christmas trees are typically grown specifically for the purpose, so deforestation isn't an issue. Another benefit is that live trees absorb carbon dioxide while they're growing. Look for a tree that's been locally and sustainably grown and is pesticide-free.

2. Replace the lights on your tree with energy-efficient mini-lights or strands of LED lights, which use up to 90 percent less energy than traditional Christmas lights. LEDs also last much longer and often provide brighter and more vibrant colors. For outdoor decorating, choose solar-powered lights, which are becoming more widely available every year.

3. Instead of electric lights, rely on candles to create a festive holiday mood, but make sure they're made from soy, beeswax or a natural vegetable-based wax, all of which are biodegradable and smoke-free. Paraffin candles contain petroleum residue, which isn't good for you or the environment. If you do use candles, don't forget to follow fire safety rules and keep them out of the reach of children and pets and away from flammable curtains and Christmas trees.

4. Make your own Christmas cards with materials you already have on hand, like last year's calen-

For even more green holiday ideas, check out:

- www.livescience.com/9789-8-tips-green-christmas.html
- www.guardian.co.uk/environment/ethicallivingblog/2007/dec/12/top-tips-for-a-green-christmas
- www.sierraclub.org/tips/holidays.aspx
- eartheasy.com/give_sustainchristmas.htm
- world.edu/dreaming-green-christmas-tips-ecoconscious-holiday/
- news.nationalgeographic.com/news/2004/12/1220_041220_green_christmas.html
- www.epa.gov/region9/newsletter/nov2010/greenseason.html

dar pictures, used cards, your children's artwork or cardstock packaging. Homemade cards are fun to make and are more meaningful to the recipient. If there's no time to make your own cards or you want to adopt a technological approach to the holidays, send e-cards instead. If you do purchase cards, look for those made from a high percentage of post-consumer waste.

5. Set a green table. Seek out local and organic meats and vegetables. Buying food that's been grown or raised locally reduces your carbon footprint greatly and helps support small family farms. To find local produce and other food items, check out local farmers markets or the Oklahoma Food Cooperative (oklahomafood.coop). Buy your holiday snacks and baking supplies in bulk to reduce packaging waste. Use real plates and glasses rather than disposable. After all, special occasions are the reason you have china and nice dishes in the first place, so take the opportunity to make this holiday special and use them.

6. After the big meal, recycle your cooking oil and consider starting a compost bin or heap with your vegetable peelings if you don't already have one.

Used cooking oil can be dropped off at the Pride in McAlester Flea Market at the corner of Third Street and Wyandotte Avenue on Wednesdays, Fridays and Saturdays from 9 a.m. to 5 p.m.

7. Rethink your gift-giving. Give experiences — like restaurant gift certificates, movie tickets, massage or pedicure gift certificates, music downloads or tickets to sporting events — rather than items that involve packaging and create waste. Better yet, sponsor an animal or an acre of rainforest in the name of your most eco-conscious friends and family members.

8. When you do shop, buy local and always take along reusable shopping bags. Buying locally-made items and shopping at local stores supports the local economy and reduces the carbon footprint created when items are transported long distances.

9. Get creative with your wrapping. Wrap presents with comics from the newspaper, old maps, clothes, blankets, dishtowels, pillow cases or pretty pieces of fabric that can be reused. If you do buy wrapping paper, choose paper that's easily recyclable (metallic paper often isn't) or paper that's made from hemp or recycled material.

10. Recycle, recycle, recycle. The holiday season presents lots of opportunities for recycling. With all the new items being given and received, the older items they replace can frequently be granted new life with just a little effort on your part. For example, old cell phones can be taken to Radio Shack, AT&T or U.S. Cellular for recycling. Old computers and computer accessories can be taken to Goodwill Industries, where they'll be reused or recycled. For all the packaging those new items come in, McAlester offers a 24/7 drop-off center across from the Farmers Market in the Choctaw Parking Lot on Main Street, where you can recycle paper, cardboard, aluminum, #1 and #2 plastic, and glass.

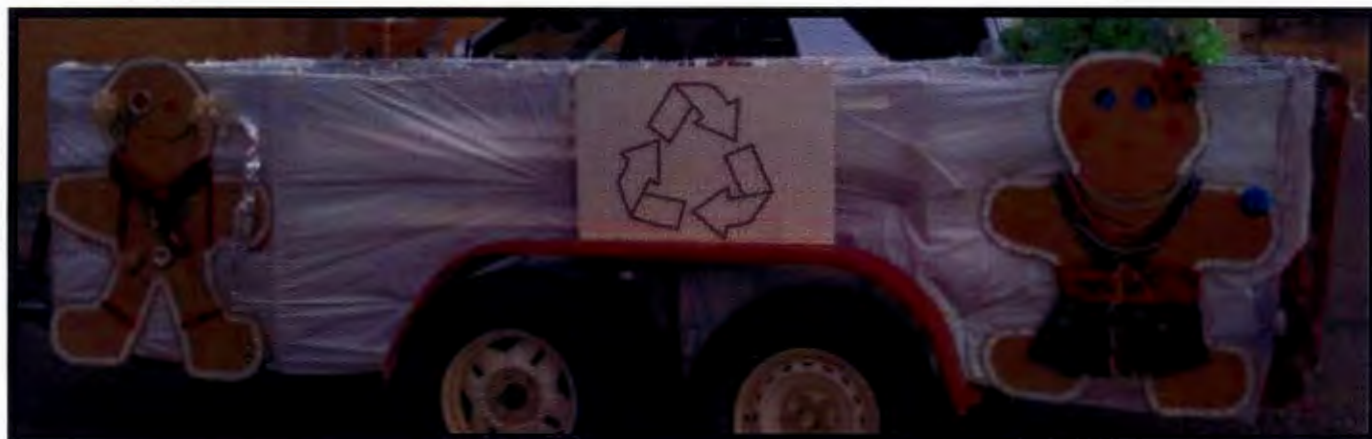
If you have used household batteries (such as AA, AAA, C, or D batteries), they can be recycled at the Pride in McAlester Flea Market.

11. Donate items that you've received replacements for or no longer have room for — such as clothes, furniture, and toys — to a charity organization or thrift store instead of just throwing them away. The Pride in McAlester Flea Market will even pick up your donation if you live within the city. Call 918-429-1111 for more information.

12. Make a list and check it twice to ensure you're making smart energy choices during the holiday season. A day spent in the kitchen with a hot oven is the perfect opportunity to lower the thermostat on your central heating system. If you're traveling to visit out-of-town relatives over the holidays, check with other family members to see if a carpool can be arranged.

If you're giving any battery-operated toys or gadgets as gifts, include a set of rechargeable batteries.

Pride In McAlester took the Holiday Recycling Drive to a new level this year with an entry in McAlester Main Street's Christmas Parade on December 6th. PIM's parade float encouraged recycling through display of a Christmas tree made of plastic bottles, a wreath of aluminum cans, presents wrapped in paper, and cardboard gingerbread people. Light displays shaped as recycling symbols adorned the trailer in three places. The PIM float won second place during the parade, earning a trophy and \$200.00 award. Justin Few, PIM President, was on-hand to accept the award from Main Street Director Ginny Webb. Fourteen volunteers spent fifty-eight and one half hours constructing the holiday float.



Recycling Brochures



Pride In McAlester continued to update the McAlester Recycling Center brochure and worked with Public Service Company of Oklahoma for in-kind printing of 1,200 brochures in October.

Community Recycling

Pride In McAlester offers community recycling during both private and public events in McAlester. During the first quarter of 2012-2013, PIM provided recycling bins, materials collection, and delivery of recyclables to McAlester Recycling Center during the Wild West Festival on October 13th and the 8th Grade Career and College Expo on October 25th.



Complementary Cardboard Recycling



For new residents of McAlester, or citizens who have recently moved, Pride In McAlester offers a cardboard pickup at no cost. The cardboard collected is recycled through the McAlester Recycling Center. From October 2012 to December 2012, eight cardboard recycling pickups were conducted.



America Recycles Day November 15th

Pride In McAlester placed America Recycles Day exhibits throughout the McAlester community to help educate and promote recycling. The exhibits were available on November 15th and 16th at the McAlester Regional Health Center, The McAlester Chamber of Commerce, Kiamichi Technology Center, The McAlester Boys and Girls Club, Parker Intermediate School, Puterbaugh Middle School and the McAlester High School. The exhibits provided information about how recycling items such as paper, aluminum cans, plastic bottles, and newspaper affects energy consumption, raw materials usage, and the waste stream. McAlester Recycling Center and PIM brochures were available along with America Recycles Day stickers and bookmarks. America Recycles Day is an initiative of Keep America Beautiful and is honored every year on November 15th.



America Recycles Day was also promoted during the McAlester Young Professionals Meet and Greet on the morning of November 15th at the Chamber of Commerce Office.



PIM Earns Statewide Recognition

Pride In McAlester recently won two awards from Oklahoma organizations. During Keep Oklahoma Beautiful's Environmental Excellence Awards on November 1st, PIM received the Devon Achievement Award for their Great American Cleanup™ in Oklahoma efforts. During the months of March, April, and May, Pride In McAlester conducted an education campaign, seven days of cleanup activities, and beautification projects. The events included partnerships with McAlester Public Schools, the City of McAlester, Pittsburg County Sheriff's Department and several civic organizations. PIM was chosen for this award from more than 300 Great American Cleanup™ in Oklahoma projects across the state. Glen Kerns, retired City of McAlester City Parks Superintendent, was recognized as an Affiliate Champion for his passion, professionalism, and dedication that led to the planting of 3,000 trees, the creation of the McAlester Arboretum, and the designation of McAlester as a Tree City USA. The City of McAlester and McAlester Public Schools were also category finalists.

PIM also received state-wide recognition during the America Recycles Day Awards Banquet on November 15th. The event is organized by the Metropolitan Environmental Trust in Tulsa and honors what M.E.T. Executive Director Michael Patton refers to as "recycling heroes" throughout Oklahoma. PIM works year-round to promote the McAlester Recycling Center and encourage recycling efforts in the community. The McAlester Recycling Center is a cooperative effort from the City of McAlester, Kibois Community Action and Pride In McAlester and was established in 2010. Since that time, recycling in the community has flourished and the three groups meet several times a year to discuss ways to expand and improve the center.



CITATION

Pride in McAlester

Whereas, Pride in McAlester was selected by Keep Oklahoma Beautiful as a finalist in the 22nd Annual Environmental Excellence Competition and will be honored at a special celebration on November 1, 2012; and

Whereas, Pride in McAlester is to be commended for taking pride in their community through their efforts to improve Oklahoma's aesthetic, environmental, and sustainable quality of life; and

*Whereas, the Oklahoma Legislature, acting on behalf of the citizens of this great state, hereby recognizes **Pride in McAlester** to be a credit to their community and the State of Oklahoma.*

Now, therefore, pursuant to the motion of

Representative Donnie Condit


and

Senator Richard Lerblance

the Oklahoma Legislature hereby extends to the

Pride in McAlester

sincere congratulations and directs that this citation be presented.



Mary Fallin

Governor Mary Fallin



Senator Richard Lerblance



Representative Donnie Condit

2012 OKLAHOMA RECYCLING NON-PROFIT • PRIDE IN McALESTER



Established in April 2008, Pride In McAlester was organized as a 501(c)3 non-profit organization with a mission to make McAlester a cleaner, safer, more beautiful place to live and work. Pride In McAlester does many things for the community such as a Painting Program, which works with volunteers to maintain public spaces, restoring the OKLA theater in Downtown McAlester and also recognizing individuals and businesses that take action to clean up their communities. Pride in McAlester even offers complimentary cardboard pick up for new residents of McAlester or citizens that have recently moved. This cardboard is then taken to the McAlester Recycling Center to be recycled.

THE OKRA OKLAHOMA RECYCLING ASSOCIATION NEWS

DECEMBER 2012

Welcome to the OKRA online newsletter. Please feel free to share our newsletter with anyone who might enjoy reading it. To receive electronic notification of newsletter availability and general recycling announcements, sign-up for the OKRA list server on our website: www.recycleok.org

America Recycles Day Award Banquet 2012 Recognizes Oklahoma's Recycling Heroes

by Annie Brady

The 12th annual America Recycles Day Awards Banquet started out with delicious hors d'oeuvres and wine while everyone chatted in the Downtown DoubleTree's frontoyer. We were graced with the piano skills of Kent Dennis while we were served a three course meal.



Michael Patton, The M.E.T.'s Executive Director gave a speech on the importance of America Recycles Day and how we should appreciate it like any

been possible without our sponsors: American Waste Control, Inc. with Mr. Murphy, Abilow, Sam's Club, Holly Refining and Marketing - Tulsa LLC, National Waste and Disposal, Inc., Natural Evolution, Inc., Lafarge, Oklahoma Recycling Association, Call2Recycle, AEP/PSO and Tulsa Beautification Foundation.

Congratulations to our 2012 Oklahoma Recycling Heroes! 2012 Oklahoma Recycling School: Owasso GreenTeam 2012 Oklahoma Recycling Educator: Ruth Askew Breisford 2012 Oklahoma Recycling Event: Route 66 Marathon 2012 Oklahoma Recycling Business: Spirit AeroSystems 2012 Oklahoma Recycling Government: T.A.R.E.

OK Recycling Educator: Ruth Askew Breisford, Eastern Oklahoma State College, with students Ashley Morris and Raully Cloud

Other holiday, Tom Hill, CEO of American Waste Control, Inc. presented the great accomplishments of his company in the recycling industry.

Finally the Awards were presented and received with much excitement by our heroes. Of course, this would not have



2012 Oklahoma Recycler of the Year: Kenneth Burkett

Congrats to the 2012 Oklahoma Recycling Heroes!



OKRA ANNOUNCES WINNERS OF THE 2012 ARD HIGH SCHOOL PSA CONTEST

Congratulations to the winners of the 2012 America Recycles Day Public Service Announcement Contest!

- 1st Place: Michael Moss, Tulsa Union Alternative School - \$600 to the winning group, and \$100 to Tulsa Union Alternative School
- 2nd place: Makenna Smith, McAlester High School - \$300 to the winning group and \$80 to McAlester High

- 3rd place: Madisen Taylor, McAlester High School - \$150 to the winning group and \$50 to McAlester High

All students did an excellent job and put in a lot of hard work! Please congratulate all participants and their teachers. This contest would not be possible without sponsorships from Greentree Recycling, OG&E, and OKRA.

View the winning photos at <http://www.recycleok.org/okra/oklahoma-events-activities/psa-contest>



**Great American
Cleanup™
Devon Energy
Exceptional
Achievement Award**



Pride in McAlester engaged the entire community and then some during their 2012 Great American Cleanup™ effort and in so doing earned the attention of the GAC's statewide sponsor, Devon Energy. Here's what was accomplished:

In March: An awareness campaign promoted upcoming activities and volunteer recruitment. They presented at city council meetings, rotary club, the Pittsburgh County Bar Association and schools. They also held a Keep McAlester Beautiful poster competition; put public service announcements on McAlester Radio stations; the newspaper ran a number of stories and Mayor Steve Harrison proclaimed April and May as "Cleanup McAlester Months." More information was disseminated through social media, posters and brochures.

In April: Roll-offs placed in the armory parking lot were opened to the general public every Saturday and Sunday from April 7-28th for free disposal of bulk trash, tire & metal recycling, document shredding services, household hazardous waste collection, E-waste recycling and prescription drug disposal. Volunteers painted and construction crews cleaned up nine illegal brush dump-sites. School locker clean-outs yielded huge volumes of paper and plastic bottles. A city-wide trash tournament was won by a family that brought 28 trailer loads to the cleanup.

In May - Pride took part in the McAlester Public Schools Outdoor Classroom where the result of their litter lesson to students had 2nd graders accurately predicting if their "litter" was destined to be recycled, reused or sent to the landfill! The entire town celebrated their accomplishments with a party! Several hundred people attended the free event downtown where inflatables, live music, free food and a rock climbing wall were featured. The party ended with the presentation of awards and prizes.

Did we mention the Great American Cleanup™ Devon Energy Exceptional Achievement Award comes with a \$1,000 prize?!

Congratulations Pride in McAlester! And thank YOU for keeping Oklahoma Beautiful!



PIM Remembers J.T. Collier



The Pride In McAlester Board of Directors voted unanimously in November to re-name the Pride In McAlester Leadership Scholarship the J.T. Collier Memorial Leadership Scholarship in honor of founding member, J.T. Collier.



1940-2012

A legacy of
community
improvement &
a dedication to
the enhancement
of our city.





MY HOME • OUR COMMUNITY • THEIR FUTURE

J.T. Collier Memorial Leadership Scholarship Program

Pride In McAlester is offering a \$500 scholarship opportunity to recognize outstanding community leadership in young people and help students reach their academic goals.

Eligibility Guidelines

To be eligible, scholarship applicants must have participated in a leadership role in community service work and volunteer activities. They must also meet the following criteria:

- Be enrolled as a Senior at McAlester High School and have a grade point average above 3.00 on a 4.0 scale (or its equivalent); and
- Plan to enroll in the Fall of 2013 as a full-time student in an undergraduate course of study at an accredited two- or four-year college or university.

Review Criteria

A scholarship committee will carefully review each application in search of the most deserving recipient. Judges will consider several criteria, including:

- Leadership experience in community service and volunteer activities;
- Academic grade point average;
- The content of a typed 500-word essay submission;
- Letter(s) of recommendation;
- Official high school transcript; and
- Number of volunteer hours.

The scholarship award is for one year only and is limited to undergraduate study.

Applications will be accepted from December 15, 2012 through March 15, 2013.

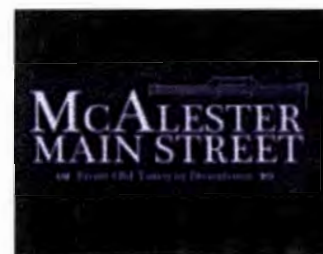
© 2012 Community Development • P.O. Box 1000 • McAlester, Oklahoma 74501 • Phone: 405.466.1111
Email: info@prideinmcalester.org • Website: www.prideinmcalester.org

Community Events and Partnerships



McAlester CultureFest - Partnership with McAlester Arts and Humanities, McAlester Area Chamber of Commerce, and McAlester Main Street. Two meetings were held during the second quarter.

Pride In McAlester supported McAlester Main Street during the Downtown Halloween Trick or Treat Party in the Streets on October 31st. PIM provided flyers and distributed them to McAlester Public Schools, reserved and paid for inflatables for event, provided use of tables, tickets and canopy, and had several volunteers on-site.



During the second quarter of 2012-2013, PIM staff and members continued to attend and participate in Chamber of Commerce and McAlester Young Professionals events and programs.



Community Presentations

Executive Director presented to the McAlester Lion's Club on October 10, 2012—thirty-five in attendance.

President of Board presented to Beta Iota on October 20, 2012—thirteen in attendance.

Awards and Recognition

McAlester Chamber of Commerce Small Business Spotlight for October 2012.

Devon Great American Cleanup™ in Oklahoma Achievement Award during Keep Oklahoma Beautiful Environmental Excellence Awards.

2012 Recycling Non-Profit Award during America Recycles Day Banquet.

Second Place in McAlester Christmas Parade for Holiday Recycling Float.

Professional Development and Conferences



The Executive Director attended the Oklahoma Recycling Association Seminar in Stillwater, OK on October 12th.

Pride In McAlester

Mid-Year Goals and Objectives

Comparison

OBJECTIVE: Maintain and grow the Pride In McAlester Organization.



GOAL: Continue to build volunteer base.



GOAL: Continue to raise funds for programs through operation of the Flea Market, Memberships, and Donations.

GOAL: Continue to host Annual Awards Banquet and award members for outstanding service. .

OBJECTIVE: Continue to raise public awareness on PIM events and initiatives.



GOAL: Continue to have regular interviews and public service announcements on McAlester Radio.



GOAL: Continue to work with the McAlester News-Capital, the Bargain Journal, and other print news media.



GOAL: Continue to promote PIM events and initiatives via social media and email.



GOAL: Continue to give presentations at various civic organizations, businesses, and other groups as available.



GOAL: Continue to prepare and distribute Pride In McAlester brochures.

OBJECTIVE: Continue to work with McAlester Public Schools to educate about the importance of environmental issues.

GOAL: Continue to give presentations at area elementary schools.



GOAL: Continue to support and grow Pride In McAlester High School Auxiliary.

GOAL: Continue to participate in MPS Outdoor Classroom.

GOAL: Continue to coordinate, participate in, and support locker cleanouts at appropriate MPS locations.



GOAL: Continue to support and award the Pride In McAlester Scholarship.

Pride In McAlester

Mid-Year Goals and Objectives

Comparison

OBJECTIVE: Serve the McAlester community through beautification projects.



GOAL: Identify community areas in need of paint or other upgrades.



GOAL: Organize volunteer work days to address and complete painting and other improvements in community areas.

GOAL: Work towards improvement and installation of public art installations.

GOAL: Continue to award “Extra Mile Awards” to local businesses and individuals for outstanding efforts in beautifying the community.

OBJECTIVE: Promote and encourage recycling.



GOAL: Prepare and distribute McAlester Recycling Center Brochures.



GOAL: Work with community organizations, public school systems, and other public avenues to educate about the importance of recycling.



GOAL: Continue to work with the City of McAlester, Kibois Community Action, and other area resources to expand and improve the McAlester Recycling Center.



GOAL: Explore and investigate additional recycling avenues in the community.



GOAL: Continue to offer complementary cardboard pickup to new residents.



GOAL: Continue to offer recycling at community events, as available.

OBJECTIVE: Continue to work towards a cleaner McAlester



GOAL: Continue to host Fall Cleanup.

GOAL: Continue to host Spring Cleanup including Household Hazardous Waste, Electronics Recycling, Paper Shredding, and Prescription Drug Disposal



GOAL: Begin Community Work Days with 50% including litter disposal and prevention

GOAL: Maintain “At Your Leisure” Trash Pickup opportunities for community volunteers.

Pride In McAlester

Mid-Year Goals and Objectives

Comparison

OBJECTIVE: Continue working on the historic restoration and preservation of the OKLA Theater.



GOAL: Continue to work with the Department of Environmental Quality, Environmental Protection Agency, Department of Labor, and other resources to identify and responsibly remove environmental hazards present in the OKLA Theater.



GOAL: Continue collaboration with the Ardeneum of Oklahoma Historical and Educational Organization and McAlester Main Street to progress restoration of the OKLA Theater.



GOAL: Begin work on fundraising resources, methodologies, and other considerations towards financing the restoration and environmental remediation needs.

OBJECTIVE: Promote and implement Keep Oklahoma Beautiful and Keep America Beautiful initiatives in McAlester.



GOAL: Continue the promotion of America Recycles Day

GOAL: Continue to carry out Great American Cleanup activities.



GOAL: Begin promotion of National Planting Day.



GOAL: Continue to conduct a Holiday Recycling Drive.



GOAL: Continue to make applications for Fresh Paint Days.

OBJECTIVE: Work with and maintain membership with other organizations.



GOAL: Maintain affiliation status and participation with Keep Oklahoma Beautiful.



GOAL: Maintain participation and membership with the Oklahoma Recycling Association.



GOAL: Maintain participation and membership with Preservation Oklahoma.



GOAL: Maintain participation and membership with the McAlester Area Chamber of Commerce.



GOAL: Maintain participation and membership with McAlester Main Street.

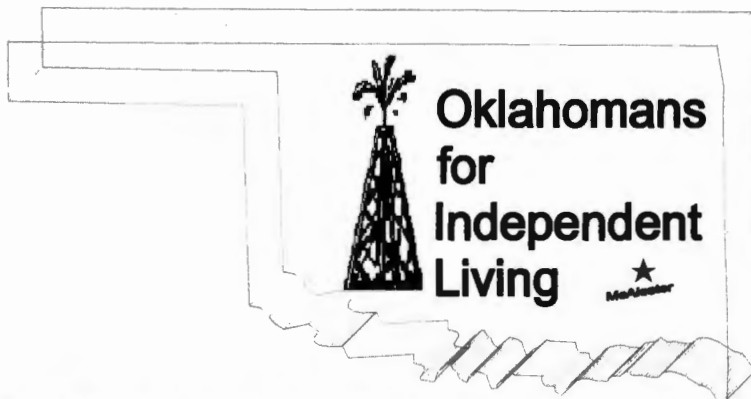


GOAL: Continue to support and participate during Make A Difference Day.



GOAL: Work with other national, state, and local organizations for community advancement and promotion of sustainability.

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



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

December 31, 2012

Mayor Steve Harrison
P.O. Box 578
Municipal Building
McAlester, OK 74502

Dear Mayor Harrison,

During the months of October, November and December, the Oklahomans for Independent Living provided transportation to 96 individuals. The individuals took a total of 1,309 trips. One hundred and thirty-four locations were visited including doctor's offices, pharmacies, McAlester Regional Hospital, Indian Clinic, DHS, Carl Albert Mental Health Center, DRS, grocery stores, Wal-Mart, restaurants, and a variety of other sites.

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

Drivers	\$ 6,132
Fringe Benefits	1,226
Fuel	1,378
Maintenance	676
Insurance/fees	250
Occupancy/Phone/Supplies	<u>700</u>
	\$10,362

OIL has also provided its core services of information and referral, advocacy, peer counseling, and independent living skills training. OIL sends a monthly newsletter to 700 individuals each month. Information and referral on disability related issues was provided on 342 requests.

Advocacy both individual and systemic was provided on disability related issues that concern civil rights, housing, environmental modifications, the Americans with Disabilities Act, employment, and program access.

Peer support activities included individual counseling and group activities. 570 individuals participated in 38 peer support and community integration activities. These

events also included the Fall Dance, Annual Thanksgiving Dinner for OIL Consumers and the 27th annual Children with Disabilities Christmas Party.

Independent living skills training was provided to 16 individuals in the forms of money management, reading, computer skills training and preparation to take the written portion of the driver's examination.

Usable equipment is donated to OIL and OIL passes the equipment on to individuals with disabilities. 12 individuals benefited from the used equipment exchange. This included items such as power wheelchairs, standard wheelchairs, hospital beds, shower benches, walkers, canes and numerous other items.

OIL provided case management services for 40 individuals at risk of nursing home placement. Case management services ensure community resources are developed and used to assist people to live in their homes versus nursing home placement.

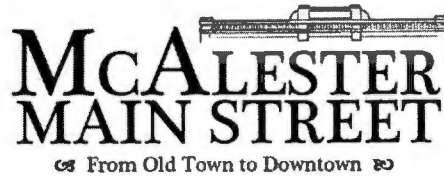
OIL appreciates the City of McAlester support and its commitment to the community integration and involvement of people with disabilities.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Ward", written over a horizontal line.

Mike Ward
Executive Director

✓ Cc Peter Stasiak, City Manager



McAlester Main Street
Quarterly Report
Fiscal Year 2012-2013, Quarter Two

- In November, Ginny Webb served her first day as executive director, and Hope Bridges of Tedford Insurance joined the McAlester Main Street board of directors.
- McAlester Main Street thanks its volunteers for 232 volunteer hours in the second quarter.
- McAlester Main Street co-hosted the Wild Color Stampede, which raised \$2,300 for Main Street. On the same day, Old Town Association's Wild West Festival had more participants and higher attendance than ever before.
- McAlester Main Street co-hosted Trick or Treat Party in the Street, which raised \$754.26 for Main Street.
- McAlester Main Street hosted the annual Christmas parade with approximately 70 entries. Entry fees generated \$310 for Main Street after expenses.
- Modern Woodmen of America awarded \$2,500 to McAlester Main Street to match its \$2,700 raised for streetscape improvements to the downtown area.
- Thanks in part to a donation from Lowe's, Old Town will soon install new benches.
- McAlester Main Street and the City of McAlester agreed upon objectives for the remainder of the fiscal year as of December 11, 2012.
- McAlester Main Street launched its new website on December 31, 2012. It can be viewed at www.mcalestermainstreet.com.

Comments

- Section 2 of our bylaws has been revised as attached.
- Surveys of businesses and consumers are underway to assist us in setting goals for the next fiscal year. Surveys will end on January 23.
- This January, the board has been filled by the addition of Linda Timmons, retired from The Bank N.A., and Gary Bryant, Vice President of Support Services at McRHC.
- You will note the lack of membership revenue year to date in our financial report, which we will correct in the third quarter. We are seeking sponsorship and membership renewals in January. In February, we will begin pursuing individual members and new business members. Individual members will receive coupons that we are compiling now.

Bylaws before the January 8 amendment:

Section 2. Annual Membership for MMSA is as follows:

- a) Business, Professional or Property Owners
 - 1. Corporate Membership w/sponsorship \$2000 minimum
 - 2. Corporate Membership \$1000 minimum
 - 3. Sponsoring Membership \$ 500 minimum
 - 4. Small Business Membership \$ 300 minimum
- b) Non-Profit Organizations and Individuals
 - 1. Non-Profit Organization Membership \$ 100 minimum
 - 2. "Friends of MMSA" Membership \$ 25 minimum
- c) In-Kind Membership:
 - 1. Main Street shall allow in-kind members upon approval by the Officers of the Board of Directors and being that there is no monetary exchange in relation to an in-kind transaction.
 - 2. Monetary value of in-kind membership shall be that for every two dollars in-kind, one dollar shall count as a monetary contribution.
- d) Each member with minimum membership dues of \$300 (either paid or in-kind) in good standing shall be entitled to one vote. Voting Membership in the Organization shall be available without regard to race, gender, color, creed, political affiliation, or national origin.

Bylaws after the January 8 amendment:

Section 2. Annual Membership for MMSA is as follows:

- a) Friends (available to individuals)
 - 1. Bronze \$25
 - 2. Silver \$50
 - 3. Gold \$75
 - 4. Platinum \$100+
- b) Partners (available to businesses and organizations)
 - 1. Non-profit/Memorial \$100+
 - 2. Bronze \$500+
 - 3. Silver \$1,000+
 - 4. Gold \$2,000+
 - 5. Platinum \$2,500+
- c) Voting Members (available to business/property owners within 3 blocks of the Main Street districts)
 - 1. \$200+ (\$150 for first year members)
- d) Membership Renewal:
 - 1. Membership renewal is due between December 15 & January 31.
 - 2. New membership paid after January 15 will be prorated for the remaining months in the calendar year.
- e) In-Kind Membership:
 - 1. Main Street shall allow in-kind members upon approval by the Officers of the Board of Directors and being that there is no monetary exchange in relation to an in-kind transaction.
 - 2. Monetary value of in-kind membership shall be that for every two dollars in-kind, one dollar shall count as a monetary contribution.
- f) Each member with current dues (paid or in-kind) in good standing shall be entitled to one vote. Voting Membership in the Organization shall be available without regard to race, gender, color, creed, political affiliation, or national origin.

McAlester Main Street
Budget to Actual
Quarter Ending 12-31-12
Numbers of Months included

6

	Annual Budget		YTD Budget	YTD Actual		Difference
Revenue						
City of McAlester	\$28,000.00	44.68%	\$14,000.00	\$13,766.65	48.67%	(\$233.35)
Membership	\$13,000.00	20.74%	\$6,500.00	\$333.72	1.18%	(\$6,166.28)
Fund Raising	\$7,162.00	11.43%	\$3,581.00	\$7,432.14	26.27%	\$3,851.14
Like Kind (rent & accounting)	\$14,504.00	23.14%	\$7,252.00	\$6,750.00	23.86%	
Total Revenue	\$62,666.00		\$31,333.00	\$28,287.25		(\$3,045.75)
Salary and Wages						
Base Salary	\$25,000.00		\$12,500.00	\$6,448.09		\$6,051.91
Taxes	\$1,912.00		\$956.00	\$524.89		\$431.11
Insurance	\$6,000.00		\$3,000.00	\$0.00		\$3,000.00
Total	\$32,912.00		\$16,456.00	\$6,972.98		
Office Expenses						
Rent (like kind)	\$8,000.00		\$4,000.00	\$3,498.00		
Utilities (included in rent)	\$0.00		\$0.00	\$0.00		
Equipment	\$500.00		\$250.00	\$0.00		\$250.00
Office Supplies	\$600.00		\$300.00	\$193.82		\$106.18
Telephone / Internet/ web host / cell	\$1,965.00		\$982.50	\$183.37		\$799.13
Car Allowance	\$1,800.00		\$900.00	\$100.00		\$800.00
Contingency	\$400.00		\$200.00	\$0.00		\$200.00
Accounting Services (like kind)	\$6,504.00		\$3,252.00	\$3,252.00		
Total	\$19,769.00		\$9,884.50	\$7,227.19		
Professional Development						
Conference / Travel	\$3,850.00		\$1,925.00	\$445.96		\$1,479.04
Training Materials	\$100.00		\$50.00	\$0.00		\$50.00
Total	\$3,950.00		\$1,975.00	\$445.96		
Other Expenses						
Printing & Publications	\$200.00		\$100.00	\$0.00		\$100.00
Promotion & Advertising	\$200.00		\$100.00	\$75.00		\$25.00
Postage	\$300.00		\$150.00	\$0.00		\$150.00
Choctaw Parking Lot (Farmers' Market)	\$500.00		\$250.00	\$0.00		\$250.00
Other Expenses	\$400.00		\$200.00	\$164.71		\$35.29
Total	\$1,600.00		\$800.00	\$239.71		
Committee Expenses						
Executive Committee	\$200.00		\$100.00	\$0.00		\$100.00
Fundraising/Membership	\$200.00		\$100.00	\$0.00		\$100.00
Promotion	\$3,000.00		\$1,500.00	\$19.80		\$1,480.20
Design	\$200.00		\$100.00	\$0.00		\$100.00
Economic Restructuring	\$835.00		\$417.50	\$0.00		\$417.50
Total	\$4,435.00		\$2,217.50	\$19.80		
Total Expenses	\$62,666.00		\$31,333.00	\$14,905.64		\$16,427.36

Brent Grilliot
528 E. Adams Ave.
McAlester, Ok 74501

BIO

McAlester Native, MHS Alumni, Graduate of ECU Business Adm with concentration in Economics and Finance. Twenty years - MPS Classroom Instructor.

Currently employed as Business Manager, McAlester Public Schools. Retired Major, USAF Reserve, 23 years Logistics and Finance Officer.

Lifelong member of First United Methodist Church. Married to Debbie Grilliot for 30 years. Two grown Children, Clark Grilliot, DDS, Paige Grilliot, Grad student at Oklahoma City University, and one perfect granddaughter named Holly.



DLI McAlester L.L.C.



January 24, 2001

Ms. Bobbie Lanz, City Clerk
City of McAlester
1st and Washington Street
McAlester, OK. 74501

Re: Ground lease for DEA Field Office on Airport Road

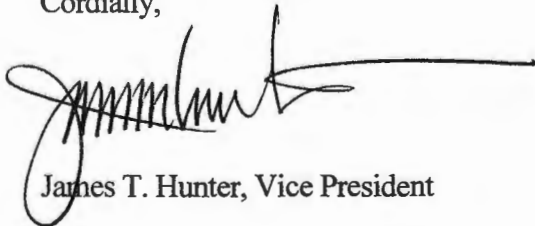
Dear Ms. Lanz,

Enclosed are four originally executed copies of the Lease of Real Property for the DEA project on Airport Road. Also enclosed is a check for \$99.00 representing consideration for the transaction.

Please return one fully executed document to me in the enclosed UPS envelope. Someone from Pioneer Abstract will stop by your office to pick up one copy for filing with Pittsburg County. You may retain the other two copies for your files.

If you have questions about this transaction, please call me in Edmond at (405) 348-9852. Thanks so much for your help with the disposition of this document.

Cordially,



James T. Hunter, Vice President



DLI McAlester L.L.C.
P.O. Box 727, Edmond OK 73083-0727
450 South Coltrane, Edmond OK 73034
405/348-9852 • Fax: 405/348-9817



FAX

PAGE 1 OF 2

ATTENTION: Bobbie Lanz, City Clerk

DATE: February 15, 2001

COMPANY: City of McAlester

FAX NUMBER: 918-421-4971

FROM: Jim Hunter

PROJECT: DEA Field Office on Airport Road

SUBJECT:

REASON FOR FAX:

- ☐ For Your Action
- ☐ Reply ASAP
- ☐ Please Comment
- ☐ Please Review
- ☐ For Your Information
- ☐ Hard Copy To Follow
- ☐ As Requested

Not finding your e-mail address, I'm faxing the revised Exhibit "A" to you. Please affix it to all fully executed copies of the lease in your possession and return one copy to me. The lease was filed on February 9th by Pioneer Abstract. I'll send you a clean photocopy showing the filing data when I receive it. Thanks so much for your help.

**If all pages are not received,
please call our offices at 405/348-9852.**

LEASE OF REAL PROPERTY

THIS LEASE OF REAL PROPERTY (the "Lease") is made and entered into effective as of the 23rd day of January 2001 (the "Effective Date") by and between the CITY OF McALESTER, OKLAHOMA, a municipal corporation of Oklahoma (the "City"), whose address for purposes of this Lease is P.O. Box 578, McAlester, Oklahoma 74501 and DLI McALESTER LLC, an Oklahoma limited liability company ("Lessee"), whose address is 450 South Coltrane Road, Edmond, Oklahoma 73034.

WHEREAS, at its meeting held January 23, 2001, the City Council of the City declared and resolved that the tract of land more particularly described herein shall be made available for the use of Lessee by lease for a term of ninety-nine (99) years commencing the Effective Date, such term to be extended by a number of days equal to the number of days elapsing between the Effective Date and the date of commencement of a lease between the General Services Administration ("GSA") for the Improvements to be constructed on the Site and a sublease of the Site (such lease and sublease are collectively referred to as the "GSA Lease", at an annual rental rate of One Dollar (\$1.00); and

WHEREAS, the parties agree that the leased premises shall be that tract of real Property described on Exhibit "A" attached hereto and made a part hereof, and;

WHEREAS, the parties agree and acknowledge that the Lessee will construct the Improvements on the Site for use as set forth in Section 3 below.

NOW, THEREFORE, for and in consideration of the promises of the City and Lessee, each to the other, and the undertakings of the City and Lessee as set forth in this Lease, and for other good and valuable consideration recited herein, the sufficiency of which is hereby acknowledged, the City and Lessee do hereby agree to keep, perform and observe the following provisions of this Lease.

1.

USAGE, ABBREVIATIONS AND DEFINITIONS

As used in this Lease, the following words have the meanings indicated:

1.1 The word "Site" shall mean the tract of real property described on Exhibit "A" attached hereto and made a part hereof, together with all and singular the rights and appurtenances thereto belonging or in anywise appertaining, but not the Improvements described below.

1.2 The word "Improvements" shall mean the building constructed ("built", "installed", "placed" and other words of similar import being herein referred to as "constructed") under, upon or above the Site, after the date hereof,

including any and all alterations of and additions to the Improvements, whether or not any such alterations or additions are separated from or connected to the Improvements. The City and Lessee anticipate that the Improvements will consist of approximately 8,376 net usable square feet.

2.
SITE LEASED

For and in consideration of the rent and of the terms and conditions of this Lease, the City does hereby let and lease, Site unto Lessee, and Lessee does hereby take and lease the Site from the City.

3
USE OF SITE

The Site shall be used by the United States, acting by and through the GSA for the operation of a United States Drug Enforcement Administration Field Office and for other governmental uses. In the event the GSA Lease terminates during the term of this Lease, Lessee shall have the right to enter into a lease with another tenant for another use so long as such use is primarily for general office purposes.

4.
RENT

For and as rent for the real property consisting of the Site and the Improvements Lessee shall cause to be paid to the City at the address set forth in Section 18, in advance the sum of Ninety-nine and No/100 Dollars (\$99.00).

5.
TERM

Unless sooner terminated, renewed or extended, this Lease shall be for a term of ninety-nine (99) years commencing on the Effective Date and expiring on the ninety-ninth anniversary thereof, such term to be extended by a number of days equal to the number of days elapsing between the Effective Date and the date of commencement of the GSA Lease.

6.
RESPONSIBILITIES

The rights and privileges hereby granted to Lessee are to be used and enjoyed at the sole risk and responsibility of Lessee. In consideration of the benefits to be derived herefrom, Lessee hereby agrees and warrants that all uses of the Site and Improvements will be within the terms of the purpose of this Lease and that any and all expenses in any way related to or connected with the Site and Improvements or the rights and privileges herein conferred will be at no cost to the City or its officers, instrumentalities or

employees, and that no liens shall attach to the Site, except as specifically provided in Section 9 below.

7.

CONSTRUCTION AND IMPROVEMENTS

7.1 Lessee may install and operate in and on the Site facilities, fixtures, trade fixtures, equipment, machinery and appliances and Lessee's installation of the same shall comply with applicable local, state and Federal laws, rules and regulations. Lessee may, from time to time in Lessee's sole discretion, alter, modify, remove, renovate, and/or replace any Improvements, subject to Lessee's compliance with applicable local, state, and Federal laws, rules, and regulations.

7.2 Title to and ownership of the Improvements shall be vested in Lessee or such subtenants as are designated by Lessee until the termination, expiration or surrender of this Lease at which time all title and ownership of said Improvements shall vest automatically and immediately in the City, free and clear of all claims to or against said Improvements by Lessee or third parties and without necessity of further action or instrument.

7.3 Nothing herein shall be construed as an agreement by the City to be responsible for paying for the Improvements; and neither the Site, nor the City's interest in said Site, shall be subjected to a mechanic's lien for any Improvements constructed by Lessee hereunder. Lessee shall be responsible for assuring that all of the Improvements, alterations, and additions to the Site are constructed in accordance with applicable local, State and Federal law. Lessee shall reimburse the City for all costs and expenses, including reasonable attorney's fees, the City incurs (a) as a result of the fact that the Improvements, additions, or alterations do not comply with local, State and Federal law; (b) in defending against, settling or satisfying any claims that the City is responsible for paying for Improvements commissioned by Lessee hereunder; or (c) in defending against, settling or satisfying any mechanics lien claims, asserted as a result of unpaid for Improvements commissioned by Lessee hereunder.

8.

INSPECTION AND OPERATION

8.1 The City represents that it holds clear and indefeasible title to the Site. The City warrants that it has full authority to enter into the Lease and that it has not otherwise encumbered the Site. The City shall reasonably cooperate with Lessee's or any sublessee's efforts to develop the Site or construct the Improvements, including, but not limited to, granting access to the Site, cooperating in obtaining title insurance, surveys, and easements, and related matters, but such cooperation shall be at no expense to the City.

8.2 Upon termination of this Lease, the Site and Improvements shall be returned to the City, normal wear and tear excepted. All costs and expenses necessary for

the repair, maintenance, and operation of the Site shall be the sole responsibility of Lessee or its designee.

8.3 In the event the Improvements shall be wholly or partially damaged or destroyed during the term of this Lease, Lessee shall, at its own sole cost and expense, clear the Site of all debris or remains of the damaged or destroyed Facilities and, at its sole option, repair, restore or remove the Improvements within a twelve (12) month period from the time of the damage. Destruction of or damage to the Improvements, or any part of them, shall in no way relieve Lessee from its duties and obligations to pay rent as provided herein.

8.4 During the term of this Lease, Lessee shall be responsible for providing, at its own expense, all utilities, including but not limited to lighting, heating, air conditioning, water, gas and electricity, required for the Site and any Improvements, alterations, or additions thereon. Lessee agrees to maintain all portions of the Site, and any Improvements, alterations, or additions thereon, in a safe and clean condition, and not permit any unsightly accumulation of wreckage, debris, or trash.

9.

MORTGAGE OR ASSIGNMENT OF THE LEASEHOLD

9.1 Lessee shall have the right to encumber by mortgage, security deed, bond covenants, or any other means any of Lessee's rights and interest created by this Lease, but shall not have the right to encumber the City's fee estate. Any such mortgage, security deed, bond covenants, or other security interest shall be subordinate to this Lease. Subordination to this Lease shall be evidenced by a subordination, non-disturbance, and attornment agreement executed by any lender providing financing for construction of the Improvements ("Lender" or "Mortgagee") and the City.

9.2 The holder of a leasehold mortgage may enforce its rights under its leasehold mortgage and acquire title to or sell or cause the leasehold estate to be sold in any lawful way; subject however, to all terms, conditions and provisions of this Lease. During such time as a Lender or Mortgagee is the owner and holder of the leasehold estate and Lessee's interest hereunder, whether by foreclosure or otherwise, such interest acquired hereunder shall remain subject to all of the terms, conditions and provisions of this Lease.

9.3 Lessee or any Mortgagee succeeding to the rights of Lessee hereunder, or any successor of either thereof, shall have the right to assign its interest in this Lease, the Site, and the Improvements so long as the person or entity receiving such assignment assumes the obligations of Lessee hereunder.

10.

LESSOR'S PROPERTY UPON TERMINATION OF THIS LEASE

Upon termination of this Lease, all rights and interest of Lessee (and all persons whomsoever claiming by, under or through Lessee) in and to the Site shall wholly cease and terminate. The Improvements, including but not limited to, all facilities, gas and electric engines, machinery, generators, boilers, furnaces, elevators, appliances, lighting, radiators, heaters, air conditioning units, all fire escapes, pipes, faucets and other plumbing fixtures, and all carpeting, attached to, or located on or in the Improvements, shall henceforth constitute and belong to and be the absolute property of the City without further act or conveyance, and without liability to make compensation therefore to Lessee or to anyone whatsoever. Except as described above, Lessee or any sublessee of the Site or the Improvements may remove all furniture, personalty, equipment, computers, computer systems, and trade fixtures prior to the expiration date of this Lease.

11.

ENVIRONMENTAL

11.1 Lessee shall not use, generate, manufacture, produce, temporarily or permanently store, release, discharge or dispose of on, in, about or under the Site or transport to or from the Site any hazardous substances, pollutants, contaminants of whatsoever description prohibited by Federal or Oklahoma law ("Hazardous Materials"), or knowingly allow any other person or entity to do so, other than in compliance with all applicable Federal, State, and local laws, regulations and guidance.

11.2 Each of the City and Lessee shall promptly notify the other party should it receive actual notice of, or otherwise become aware of, any (a) pending or threatened environmental regulatory action against the such party or the Site or either party's use or occupancy of the Site or any portion thereof, (b) claims made or threatened by any third party relating to any loss or injury resulting from any Hazardous Material used, generated, stored, disposed or released on, from or into the Site; or (c) the release or discharge, or threatened release or discharge, of any Hazardous Material in, on, under or about the Site.

11.3 To the extent required by either the City or Lessee to defend a claim or action brought against the other party or any of such party's officers, employees or agents, each party agrees with the other, to the extent permitted by applicable law, to provide the other party and such party's officers, employees and agents with access to the records and data maintained by the applicable party relevant to the receipt, processing, storage, use, transportation, generation, release and disposal of any Hazardous Materials which are the subject of, or are relevant to, the claim or action in question.

11.4 At the expiration or termination of the Lease, Lessee shall leave the Site as free of Hazardous Materials, as existed at the commencement of the Lease term.

12.

TAXES AND ASSESSMENTS

Lessee shall pay all real property taxes on the Site and the improvements; all license fees; and any and all other taxes, charges, imports; levies of any nature, whether general or special which may, at any time be imposed by local, State or Federal authorities, or that become a lien upon this Lease or Lessee's activities in, or improvements upon, the Site pursuant to this Lease.

13.

DEFAULT AND REMEDIES

13.1 The following shall constitute defaults by Lessee:

- (a) The failure to pay rent or any other monies owed hereunder when due; and
- (b) Any other failure in the performance of any covenant or obligation required by this Lease.

13.2 If Lessee defaults, Lessee shall have thirty (30) days after receipt of written notice from the City to cure monetary defaults as required by this Lease. Lessee shall have ninety (90) days after receipt of written notice from the City to cure all other defaults under this Lease, plus such additional time as may be reasonable and necessary under the particular circumstances involved. The City shall give to any Lender or Mortgagee which has executed a subordination agreement as provided in Section 9.1 of this Lease a copy of each notice of default by Lessee at the same time as and whenever such notice of default shall thereafter be given by the City to Lessee. Such notice to Lender or Mortgagee shall be made as provided in Section 19 herein, and it shall be Lessee's obligation and responsibility to provide the City with the proper name and address of its Lender or Mortgagee. Lessee's failure to provide the City with a current name and address for its Lender or Mortgagee shall relieve the City of its obligation to provide such notice in the event of default, each Lender or Mortgagee shall be permitted to remedy such default or cause the same to be remedied within the period of time provided for cure herein. The City shall accept performance by any Lender or Mortgagee of any covenant, condition, or agreement on Lessee's part to be performed hereunder with the same force and effect as though performed by Lessee. No event of default with respect to the performance of work required to be performed, or acts to be done, or conditions to be remedied, shall be deemed to exist so long as such Lender or Mortgagee shall, in good faith, have commenced to cure such matter and to prosecute same to completion with diligence and continuity within the applicable time period provided herein.

13.3 If Lessee defaults, the City may utilize anyone or more of the following remedies against Lessee. These remedies shall be considered cumulative and not in the alternative:

(a) The City may sue for specific performance.

(b) The City may sue for all damages incurred by the City including incidental damages, consequential damages, and attorney's fees.

(c) After the time to cure provided in Section 13.2 has expired, or Lessee has given notice that it does not intend to cure the default, the City may terminate this Lease. The termination of this Lease, however, shall only be effective upon sixty (60) days' prior written notice of same provided by the City to Lessee and to any Lender or Mortgagee which has executed a subordination agreement as provided in Section 9.1 of this Lease. In no event shall this Lease be construed to be terminated unless and until such notice is provided. If this Lease is terminated, Lessee shall continue to be liable for the performance of all terms and conditions and the payment of rents when due hereunder prior to the effective date of said termination in addition to all damages, including reasonable attorney's fees and other expenses of collection, incurred as a result of any default.

(d) The City may utilize any other remedy provided by law or equity as a result of Lessee's default.

13.4 Notwithstanding anything contained herein to the contrary, including the occurrence of any default by Lessee, the City may not terminate this Lease for any reason so long as the term of the GSA Lease shall not have expired.

14.

COMPLIANCE WITH RULES AND REGULATIONS

Lessee shall observe and obey applicable rules and regulations promulgated by the City and other appropriate local, State and Federal entities having jurisdiction over the Site. Any rules and regulations promulgated by the City shall be of general application to all property or activities within the jurisdiction of the City and shall not be applicable solely to the Site or the Improvements.

15.

INSPECTION

The City may, upon reasonable prior notice to Lessee and any sublessee in possession, inspect the Site and any Improvements or alterations thereon during Lessee's or any sublessee's regular business hours.

16.
QUIET ENJOYMENT

The City represents that upon payment of rents when due and upon performance of all other conditions herein, Lessee and any sublessee shall peaceably have, possess and enjoy the Site without hindrance or disturbance from the City.

17.
WAIVER

Should Lessee breach any of its obligations hereunder, the City nevertheless may thereafter accept from Lessee any payment or payments due hereunder and continue this Lease in effect, without in any way waiving the City's right to exercise its default rights hereunder, or any other remedies provided by law, for said breach. In addition, any waiver by the City of any default, breach, or omission of Lessee under this Lease shall not be construed as a waiver of any subsequent or different default, breach, or omission.

18.
NOTICES

All notices by either party to the other shall be made by depositing such notice in the registered or certified mail of the United States of America, postage prepaid, and such notice shall be deemed to have been served on the date of such depositing correctly addressed in the registered or certified mail.

All notices to the City shall be mailed to:

City Manager
City of McAlester-
P. O. Box 578
McAlester, Oklahoma 74501

All notices to Lessee shall be mailed to:

President
DLI McAlester LLC.
450 South Coltrane Road
Edmond, Oklahoma 73034

The parties from time to time may designate in writing changes in the addresses stated by giving notice as set forth herein.

19.
SUCCESSORS

The provisions, covenants, and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties.

20.
ATTORNEY'S FEES, COSTS AND EXPENSES OF LITIGATION

In the event of a breach of this Lease, the breaching party shall pay to the non-breaching party all reasonable attorney's fees, costs, and other expenses incurred by the non-breaching party in enforcing its rights as a result of said breach.

21.
SURRENDER UPON TERMINATION

Upon the expiration or sooner termination of this Lease, for any reason whatsoever, Lessee shall peaceably surrender to the City possession of the Site, together with any Improvements, or fixtures located thereon, without any compensation whatsoever, and free and clear of any claims or interests of Lessee or of any mortgages or third party whose position was derived from or through Lessee.

22.
GOVERNING LAW

This Lease shall be governed by and construed in accordance with the laws of the State of Oklahoma, except to the extent that Federal law is expressly made applicable to this Lease.

23.
HOLDING OVER

If Lessee remains in possession of the Premises after the expiration of this Lease without written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Lease but shall create only a tenancy from month to month which may be terminated at any time by the City or Lessee upon thirty (30) days' written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this Lease.

24.
GENERAL PROVISIONS OF THIS LEASE

24.1 The captions or titles preceding each section herein are merely for purposes of section identification, convenience and ease of reference, and shall be completely disregarded in the interpretation of this Lease.

24.2 Each of the provisions of this Lease shall apply, extend to, be binding upon and inure to the benefit or detriment of the City and Lessee, and to their successors and assigns.

24.3 There shall be no renewal or extension of the term of this Lease by operation of law.

24.4 Nothing contained in this Lease shall make, or shall be construed to make the City and Lessee partners in, of or joint ventures with each other, nor shall anything contained in the Lease render, or shall be construed to render, either the City or Lessee liable to a third party for the debts or obligations of the other.

24.5 Since the Improvements are initially solely for Government use, no advertising matter shall be constructed on or over the Facility or Premises, unless authorized in writing by a GSA Contracting Officer. In the event the GSA Lease terminates, advertising and signage in keeping with the use of the Site and Improvements shall be allowed. During the period of construction of the Improvements the general contractor and any entity providing financing of the Improvements shall be allowed to place signs on the Site regarding their roles as contractor and lender.

24.6 This Lease is executed in three (3) counterparts which are separately numbered but each of which is deemed an original, but all of which shall constitute one agreement.

24.7 The City and Lessee shall execute a Memorandum of Lease in recordable form at the request of either party to this Lease.

24.8 There shall be no merger of this Lease or the leasehold estate in the Site or any part thereof by reason of the same person's acquiring or holding, directly or indirectly, this Lease and the leasehold estate created hereby or any interest in this Lease or in such leasehold estate as well as the fee estate in the Site.

25.

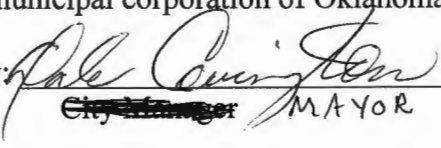
ENTIRE AGREEMENT

This Lease supersedes all prior negotiations, discussions, statements and agreements between the City and Lessee with respect to the Site and Lessee's use and occupancy thereof; no member, officer, employee or agent of the City or Lessee has authority to make, or has made, any statement, agreement representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from or changing the terms and conditions of this Lease. No modification of or amendment to this Lease shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both parties.

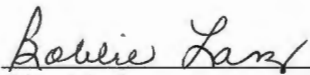
IN WITNESS WHEREOF, the City and Lessee have caused these presents to be executed and delivered by their respective authorized representatives as of the date hereof.

LESSOR:

CITY OF McALESTER, OKLAHOMA,
a municipal corporation of Oklahoma

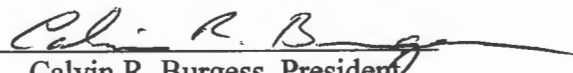
By: 
~~City Manager~~ MAYOR

Attest:


City Clerk
[SEAL]

LESSEE:

DLI McALESTER LLC,
an Oklahoma limited liability company

By: 
Calvin R. Burgess, President

131238

Exhibit "A"

A tract of land lying in the Southwest Quarter of Section 24, Township 5 North, Range 14 East of the Indian Meridian, Pittsburg County, Oklahoma, said tract of land being a part of the land described in a Warranty Deed recorded in Book D-183, Page 479, of the records of Pittsburg County, and being more particularly described as follows:

COMMENCING at the Southwest Corner of Section 24, Township 5 North, Range 14 East of the Indian Meridian, Pittsburg County, Oklahoma;

THENCE East along the Southerly line of said Section 24, a distance of 521.00 feet (said course being previously described as North 89°58'58" East a distance of 527.58 feet) to a point on the South line of said Section 24;

THENCE North 40°59'56" East, along the Westerly line of the land described in a Warranty Deed recorded in Book D-183, Page 479, and it's Northeasterly extension, a distance of 749.49 feet (said distance being previously described as 750.00 feet) to a point on the Easterly right of way line of the McAlester, Oklahoma, Municipal Airport Road, and the POINT OF BEGINNING;

THENCE North 40°59'56" East, along the Westerly line of the land described in a Warranty Deed recorded in Book D-183, Page 479, a distance of 335.08 feet;

THENCE South 45°52'43" East, parallel with said Easterly right of way line (said course being previously described as South 49°00'04" East), a distance of 130.00 feet;

THENCE South 40°59'56" West, parallel with the Westerly line of the land described in a Warranty Deed recorded in Book D-183, Page 479, a distance of 335.08 feet to a point of intersection with the Southeasterly extension of the Easterly right of way line of the McAlester, Oklahoma, Municipal Airport Road;

THENCE North 45°52'43" West, along the Southeasterly extension of the Easterly right of way line of the McAlester, Oklahoma, Municipal Airport Road (said course being previously described as North 49°00'04" West), a distance of 130.00 feet to the POINT OF BEGINNING.

Said tract of land contains an area of 43,495 square feet or 0.9985 acres, more or less.

H



COPY



Merrick Bank

101 Crossways Park West Woodbury, NY 11797

Merchant Services Division • Tel (800) 328-9155

Merchant Application and Agreement

Merchant # <u>394750512478</u>			MCC: <u>4900</u>		
MERCHANT NAME (DBA or Trade Name) <u>CITY OF MCALESTER</u>					
CORPORATE/LEGAL NAME (if Different)					
LOCATION ADDRESS <u>28 E WASHINGTON AVE</u>					
CITY <u>MCALESTER</u>		State <u>OK</u>	Zip <u>74501</u>		
Location Phone <u>(918) 423-9300</u>		Location Fax <u>(918) 421-4971</u>		Corporate Phone <u>(918) 423-9300</u>	
CONTACT NAME <u>GAYLA DUKE</u>		CONTACT EMAIL ADDRESS <u>GAYLA.DUKE@CITYOFMCALESTER.COM</u>		CONTACT PHONE <u>(918) 423-9300</u>	
				FEDERAL TAX ID# <u>73-6005314</u>	
DOES THIS LOCATION CURRENTLY TAKE VISA/MASTERCARD? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (if yes please provide)			HAVE MERCHANT OR OWNERS/PRINCIPALS EVER BEEN TERMINATED FROM ACCEPTING BANKCARDS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (if yes please explain)		

PRINCIPLES

Principle #1 Name:
First: KEVIN Middle Init: _____ Last: PRIDDLE SSN: _____ % Ownership: _____ Title: MAYOR
Home Address: _____ City: _____ State: _____ Zip: _____ Date of Birth: _____
Home Phone: (918) 916-5212 DL# / State: _____ Email Address: KEVIN.PRIDDLE@CITYOFMCALESTER.COM

Principle #2 Name:
First: _____ Middle Init: _____ Last: _____ SSN: _____ % Ownership: _____ Title: _____
Home Address: _____ City: _____ State: _____ Zip: _____ Date of Birth: _____
Home Phone: _____ DL# / State: _____ Email Address: _____

TYPE OF BUSINESS		NATURE OF BUSINESS	
<input type="checkbox"/> Individual/Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Retail	<input type="checkbox"/> Retail w/Tip
<input type="checkbox"/> Non-Profit (Must Provide 503-C)	<input type="checkbox"/> Private	<input type="checkbox"/> Mail/Phone Order	<input type="checkbox"/> Internet
<input type="checkbox"/> Board Run/Operated	<input type="checkbox"/> Publicly Traded	<input type="checkbox"/> Lodging	<input type="checkbox"/> QSR
<input checked="" type="checkbox"/> Government		<input type="checkbox"/> Convenience	<input type="checkbox"/> Public Sector
Length of time in business: <u>103</u> Years _____ Months		<input type="checkbox"/> Restaurant	<input type="checkbox"/> Fast Food
		<input type="checkbox"/> Petroleum	<input type="checkbox"/> Utility
		<input type="checkbox"/> Other _____	
		Seasonal Sales: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If so, please list high volume months _____	

Method of Acceptance: (Totals to equal 100%)		* Merchants processing less than 75% swipe transactions must complete the MO/TO Questionnaire	
Credit Cards Swiped: <u>90</u> %	MO/TO <u>5</u> %	(over)	
Key Entered: <u>5</u> %	Internet: _____ %	(URL: _____)	
Annual VMC Volume: \$ <u>240,000.00</u>		Ave. Ticket: \$ <u>125.00</u>	
High Ticket: \$ <u>300.00</u>			

Product or Service being Offered: <u>UTILITIES - ELECTRIC, GAS, WATER, SANITARY</u>	Merchant Name to appear on Statement: <input checked="" type="checkbox"/> DBA Name <input type="checkbox"/> Legal Name
	Other: _____

MERCHANT SOFTWARE/SERVICER: NAME: <u>EMONEY</u> VERSION: <u>4.7</u>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (if yes, please provide:)
DOES MERCHANT USE A FULFILLMENT HOUSE TO FULFILL PRODUCT: NAME: _____ PHONE NUMBER: _____	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (if yes, please provide:)
HAVE MERCHANT OR OWNERS/PRINCIPALS EVER FILED BUSINESS BANKRUPTCY and/or PERSONAL BANKRUPTCY Explanation: _____	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (if yes, please provide:)

BANK ACCOUNT INFORMATION: <input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account Bank Name: _____		Attach voided check for the operating account where funds are to be deposited	
Transit # (ABA Routing): _____ Account # (DDA): _____		Contact: _____ Phone #: _____	
DRAFT ACCOUNT INFORMATION: Bank Name: _____			
Transit # (ABA Routing): _____ Account # (DDA): _____		Contact: _____ Phone #: _____	
* By providing the above referenced information, you are authorizing Bank to initiate ACH debit and credit transactions to said account			

SCHEDULE A: VISA/MASTERCARD DISCOUNT RATES & FEES:

**Based on anticipated qualification level indicated above, fees will vary for transactions not qualifying at the level indicated
*** Fees, Dues and Assessments for Visa and MasterCard are included

CARD FEES:			OTHER FEES:		
	Credit:	P/I			
VISA CPS Retail	1.79 %	\$0.22	Application Fee	0.00	ECP Net Fee \$0.00
MC Merit 3	1.83 %	\$0.22	Monthly Minimum Fee	\$25.00	Chargeback Fee \$15.00
			Equipment Reprogramming Fee	\$0.00	Internet Setup Fee \$0.00
INTERCHANGE (COST) PGOS:	%	P/I	Training Fee	\$0.00	Internet Monthly Fee \$0.00
VISA BPS	0.15 %	\$0.12	Statement Fee	\$7.50	T & E Auth Fee
MC BPS	0.15 %	\$0.12	ACH Fee	\$0.00	AMEX \$0.22
			EMoney Setup Fee	\$0.00	Discover \$0.22
PIN Based Debit (COST) Plus:	%	P/I	EMoney User Fee	\$0.00	Diners \$0.22
	0.30 %	\$0.12	EMoney Monthly Fee	\$0.00	

You have the option of accepting MasterCard credit cards, Visa credit cards, MasterCard signature debit cards (MasterMoney Cards) or Visa signature debit cards (Check Cards). You may elect to accept any or all of these card types for payment. If you do not specifically indicate otherwise, your application will be processed to accept ALL MasterCard and Visa card types.

Elected Visa or MC card types NOT to accept: _____

Site Inspection:		Based upon your review, does Merchant have the appropriate facilities, equipment, inventory, personnel and license or permit to operate their business? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Merchant: <input checked="" type="checkbox"/> Owns <input type="checkbox"/> Rents <input type="checkbox"/> Lease	Landlord: _____	Comments: _____	
Building Type: <input type="checkbox"/> Shopping Cntr. <input type="checkbox"/> Office Building <input type="checkbox"/> Industrial Building <input type="checkbox"/> Residence			
Area Zoned: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Residential			
Square Footage: <input type="checkbox"/> 0-500 <input type="checkbox"/> 501-2500 <input type="checkbox"/> 2501-5000 <input checked="" type="checkbox"/> 5001-10000+			
By signing below, inspector is certifying he/she has visited the location and information provided is true & correct.			
Inspector Name: <u>SEAN LYNCH</u>		Inspector Date: _____ Signature: _____	

COPY

MO/TO QUESTIONNAIRE: COMPLETE THIS SECTION IF PROCESSING LESS THAN 75% SWIPE:

What percentage of sales are to: Businesses Consumer _____ % Individual Consumer _____ %

Method of Marketing: ☐ Newspaper/magazine ☐ Television/Radio ☐ Internet ☐ Direct Mail, Brochure and/or Catalog ☐ Outbound Telemarketing Sales ☐ Other: _____

Percentage of products sold via: Telephone Orders _____ % Mail Fax Orders _____ % Internet Orders _____ % Other: _____ %

Who processes the order? ☐ Merchant ☐ Fulfillment Center ☐ Other _____

Who enters credit card information into the processing system? ☐ Merchant ☐ Fulfillment Center ☐ Consumer ☐ Other _____

If credit card payment information taken over the Internet, is payment channel encrypted by SSL or better? ☐ No ☐ Yes

If Merchant is an e-commerce Merchant, is a Merchant Certificate utilized? ☐ No ☐ Yes if yes please provide the following:

Merchant Certificate Number _____ Certificate Issuer _____ Exp. Date: _____ Is Certificate ☐ Individual ☐ Shared

Do you own the product/inventory? ☐ No ☐ Yes Is the product stored at your business location? ☐ No ☐ Yes If no, where is it stored? _____

After charge authorization, how long until product ships? _____ days Who ships the product _____

Product shipped by: ☐ Merchant ☐ Other _____ Delivery receipt requested? ☐ Yes ☐ No

MERCHANT APPLICATION AND AGREEMENT ACCEPTANCE

"By executing this Merchant Application on behalf of the merchant described above ("Merchant"), the undersigned individual(s) represent(s), warrant(s), and acknowledges(s) that: (i) All information contained in this Merchant Application ("Application") is true, correct and complete as of the date of this Application; (ii) If the Merchant is a corporation, limited liability company, or partnership, the individual(s) executing this Application have the requisite legal power and authority to complete and submit this Application on behalf of the Merchant and to make and provide the acknowledgements, authorizations and agreements set forth herein on behalf of the Merchant and individually; (iii) The information contained in this Application is provided for the purpose of obtaining, or maintaining, a merchant account for the Merchant with the Sponsor Bank ("BANK") and BANK shall rely on the information provided herein in its approval process and in settling the applicable Discount Rate, Approved Average Ticket, and Approved Monthly Bankcard Volume; (iv) BANK is authorized to investigate, either through its own agents or through credit bureaus/agencies, the credit of the Merchant and each person listed on this Application; (v) BANK will determine all rates, fees and charges and notify Merchant of the approved fees and by Merchant's submission and acceptance of Merchant's first settled transaction. Merchant agrees to pay such approved fees; (vi) The Merchant Agreement shall not take effect until Merchant has been approved by BANK and a merchant number has been issued to merchant; and (vii) The undersigned has received, read, understood, the Merchant Agreement, which is incorporated herein by reference thereto, and agrees on behalf of the merchant to be bound by the terms of such Merchant Agreement. The merchant on whose behalf this Application is being submitted acknowledges that if this Application is being submitted to Merrick Bank of the Sponsor Bank, ETS CORPORATION shall may also be a party to this Merchant Agreement. In such case, Merchant acknowledges that ETS CORPORATION shall rely on the representations and warranties set forth in this Application for Merchant Agreement and unless otherwise specified or prohibited by Association or applicable law, ETS CORPORATION shall have all the rights of BANK under this Application and Agreement

MERCHANT:

Principal #1: ☒ Kevin Priddle Date: 11/14/09

Print Name: KEVIN PRIDDLE

Principal #2: ☒ _____ Date: _____

Print Name: _____

BANK:

By: _____ Date: _____

Name and Title _____

ETS CORPORATION:

By: _____ Date: _____

Name and Title HADI AKKAD - VP

CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR

By signing below, each individual or entity ("Guarantor") jointly and severally (if there is more than one Guarantor) and unconditionally guarantees to ETS CORPORATION and BANK the prompt payment and full and complete performance of all obligations of the Merchant identified above under the Merchant Agreement, as amended from time to time, including, without limitation, all promises and covenants of the Merchant, and all amounts payable by the Merchant under the Merchant Agreement, including, without limitation, charges, interest, costs and other expenses, such as attorney's fees and court costs. This means, among other things, that ETS CORPORATION or BANK can demand performance or payment from any Guarantor if the Merchant fails to perform any obligation or pay what the Merchant owes under the Agreement. Each Guarantor agrees that his or her liability under this guaranty will not be limited or canceled because: (1) the Merchant Agreement cannot be enforced against the Merchant for any reason, including, without limitation, bankruptcy proceedings; (2) either ETS CORPORATION or BANK agrees to changes or modifications to the Merchant Agreement, with or without notice to Guarantor; (3) ETS CORPORATION or BANK releases any other Guarantor or the Merchant from any obligation under the Merchant Agreement; (4) any law, regulation, or order of any public authority affects the rights of either ETS CORPORATION, Merchant, or BANK under the Merchant Agreement; and/or (5) anything else happens that may affect the rights of either ETS CORPORATION or BANK against the Merchant or any other Guarantor. Each Guarantor further agrees that: (a) ETS CORPORATION and BANK each may delay enforcing any of its rights under this guaranty without losing such rights and hereby waives any applicable Statute of Limitations; (b) ETS CORPORATION and BANK each can demand payment from such Guarantor without first seeking payment from the Merchant or any other Guarantor or from any security held by the BANK; and (c) such Guarantor will pay all court costs, attorney's fees, and collection costs incurred by either ETS CORPORATION or the BANK in connection with the enforcement of the Merchant Agreement or this Guaranty, whether or not there is a lawsuit, and such additional fees and costs as may be directed by a court. If the Merchant is a corporation or limited liability company, this Guaranty must be executed by a principal or affiliate of Merchant.

Principal #1: ☒ Kevin Priddle Date: _____

Print Name: KEVIN PRIDDLE

Principal #2: ☒ _____ Date: _____

Print Name: _____

BANK DISCLOSURE

Member Bank Information: Merrick Bank, 101 Crossway Park West, Woodbury, NY 11797 • Phone (800) 328-9155

Important Bank Responsibilities:

1. Merrick Bank is the only entity approved to extend acceptance of Visa products directly to a Merchant.
2. Merrick Bank is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply.
3. Merrick Bank is responsible for all funds held in reserve that are derived from settlement.
4. Merrick Bank is responsible for and must provide settlement funds to the Merchant.
5. Merrick Bank must be a principal (signer) to the Merchant Agreement

Merchant Information: Refer to Merchant Application

Important Merchant Responsibilities:

1. Ensure compliance with cardholder data security and storage requirements.
2. Review and understand the terms of the Merchant Agreement.
3. Maintain fraud and chargebacks below thresholds.
4. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member - Merrick Bank - is the ultimate authority should the Merchant have any problems.

Principal #1: ☒ Kevin Priddle Date: 11/14/09

Print Name: KEVIN PRIDDLE

Principal #2: ☒ _____ Date: _____

Print Name: _____



CORPORATE RESOLUTION:

1. Kevin C. Priddy the duly elected, qualified and acting Mayor of The City of McAlester in Oklahoma (the "Company"), do hereby certify as follows: Corporate Secretary** Office Title Legal Corporate Name of Co. Incorporation Status

The following resolutions were duly adopted by the board of directors/managing member(s)/general partners (circle one) of the Company: WHEREAS, the Company desires to enter into a Merchant Agreement (the "Merchant Agreement") with Merrick Bank Corporation, a Utah industrial loan corporation ("Bank") and ETS CORPORATION, a Virginia company ("ETS CORPORATION"), a copy of which Merchant Agreement is attached hereto as Exhibit "A"; WHEREAS, pursuant to the terms of the Merchant Agreement, Bank and ETS CORPORATION will provide certain credit card financing and processing for VISA and/or MASTERCARD credit card purchases made by the Company's customers; WHEREAS, pursuant to the terms of the Merchant Agreement, (a) the Company may be required to establish a Reserve Account (as defined in the Merchant Agreement) and (b) Bank may require the Company to direct certain funds relating to credit card purchases to such Reserve Account; WHEREAS, pursuant to the terms of the Merchant Agreement, Bank may require the Company to execute instruments evidencing Bank's security interest in the Operating Account (as defined in the Merchant Agreement) and Reserve Account; and WHEREAS, pursuant to the terms of the Merchant Agreement, the Company is required to comply with strict requirements concerning the processing of credit card transactions and the sale of the Company's products. NOW, THEREFORE, BE IT RESOLVED, that the Merchant Agreement by and among the Company, Bank and ETS CORPORATION, pursuant to which Bank and ETS CORPORATION shall act as the Company's exclusive provider of VISA and/or MASTERCARD credit card financing and processing services, is hereby approved and adopted in the form attached to these resolutions, together with such additions, changes or modifications as may be deemed necessary, advisable or appropriate by the officer(s) executing or causing the same to be completed; and RESOLVED FURTHER, that in connection with the Merchant Agreement, the appropriate officer(s) of the Company is/are hereby authorized to establish (a) an Operating Account into which funds from credit card sales by the Company will be directed, and (b) if necessary, a Reserve Account into which funds from credit card sales by the Company may be directed by Bank in accordance with the provisions of the Merchant Agreement; RESOLVED FURTHER, that the Company hereby grants Bank a security interest in the funds held by the Company in the Operating Account and Reserve Account, and the appropriate officer(s) of the Company is/are hereby authorized to execute all documents reasonably required by Bank to perfect such security interests; RESOLVED FURTHER, that the appropriate officer(s) of the Company is/are hereby authorized to enter into such additional agreements, and take such additional actions as may be reasonably required by Bank or ETS CORPORATION in connection with the Merchant Agreement; and RESOLVED FURTHER, that the Secretary/managing member/general partner (circle one) of the Company is hereby authorized to deliver to Bank and ETS CORPORATION a Certificate (i) identifying the officers of the Company, (ii) verifying the signatures of such officers, and (iii) certifying a copy of these resolutions, and Bank and ETS CORPORATION are hereby authorized to rely on such Certificate until formally advised by a like certificate of any changes therein, and is hereby authorized to rely on any such additional certificates.

2. Each person listed below (an "Officer") (i) holds the office in the Company indicated opposite his or her name on the date hereof, (ii) the signature appearing opposite his or her name is the genuine signature of each such officer, (iii) each such Officer, acting individually, is authorized to execute and deliver the Merchant Agreement and each of the agreements and documents contemplated by the Merchant Agreement (collectively, the "Transaction Documents") on behalf of the Company, and (iv) each such Officer, acting individually, is authorized to perform the Company's obligations under the Transaction Documents on behalf of the Company:

3. NAME	OFFICER	SIGNATURE
		<u>[Signature]</u> X

IN WITNESS WHEREOF, I have executed this Certificate this 12th day of Jan. 2010.

Sign: [Signature]
X [Signature], City Clerk
Name: TITLE: Corporate Secretary** or Print Officer Title





Add/Remove ETS Contact Authorization Form

I, MAYOR/ KEVIN PRIDDLE hereby authorize the following contacts to be added/removed to the appropriate accounts listed.

DBA: CITY OF MCALESTER

MID: 394750514319, 394750514318, 394750514141, 394750512478

- NEW CONTACT: Toni Ervin.
(Please fill in the entries below)
- TITLE: Interim Chief Financial Officer
- PH#: (918) 423-9300 ext. 4936
- EMAIL: toni.ervin@cityofmcalester.com
- NEW CONTACT: _____.
(Please fill in the entries below)
- TITLE: _____
- PH#: _____
- EMAIL: _____

ADDING/REMOVING:

Gayla Duke, Chief Financial Officer

Please sign authorizing these changes.

X

MAYOR/ KEVIN PRIDDLE

Date:

8/11/11



McAlester City Council

AGENDA REPORT

Meeting Date: January 22, 2013
Department: Finance
Prepared By: Toni Ervin
Date Prepared: January 15, 2013

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

Subject

Consider, and act upon, an Ordinance amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

Recommendation

Motion to approve the budget amendment ordinance.

Discussion

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

See attached.

Approved By

		Initial	Date
Department Head		T. Ervin	1/15/2013
City Manager	P. Stasiak		1/15/2013

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2425 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2012-2013; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council heretofore adopted Ordinance No. 2425 setting forth the Budget for Fiscal Year 2012-2013 beginning July 1, 2012 and ending June 30, 2013; and

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

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

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

WHEREAS, the City Council has determined that the proposed amendment to the FY 2012-2013 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

SECTION 1: The proposed amendment to the FY 2012-2013 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2012-2013 Budget.

SECTION 2: All portions of the existing FY 2012-2013 Budget, Ordinance No. 2425 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

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

SECTION 4: Should any paragraph, sentence, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the

same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.

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

PASSED and the EMERGENCY CLAUSE ruled on separately this 22nd day of January, 2013.

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

By _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 22nd day of January, 2013.

William J. Ervin, City Attorney

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
26	40999		Appropriated Fund Balance	-	370,000.00	370,000.00
						-
			Total		370,000.00	-

[illegible]

Original Budget - Revenues ***	\$ 1,046,000
Amendments	-
Current Budget - Revenues	\$ 1,046,000
Original Budget - Expenditures	\$ 645,836
Amendments	370,000
Current Budget - Expenditures	\$ 1,015,836

A1113-033

FY 12-13 Budget Amendments listed by fund

					Revenue	Expense
004	7/24/12	01	General Fund	Appropriate funds for Fire Payroll		(206,800.00)
004	7/24/12	01	General Fund	Appropriate funds for Fire Payroll		206,800.00
010	8/14/12	01	General Fund	Budget Supplement to lapse and reappropriate e	-	105,004.00
017	9/25/12	01	General Fund	Appropriate funds for Fire Payroll		(51,569.00)
017	9/25/12	01	General Fund	Appropriate funds for Fire Payroll		51,569.00
028	1/8/13	01	General Fund	Appropriate funds for the Mid-Year Review	(129,200.00)	(66,700.00)
032	1/8/13	01	General Fund	Appropriate funds for the Trails Project	160,000.00	225,118.00
002	7/24/12	02	MPWA	Appropriate funds for CDBG	-	86,069.00
007	8/14/12	02	MPWA	Appropriate funds for CDBG (not awarded)	-	78,081.00
011	8/14/12	02	MPWA	Budget Supplement to lapse and reappropriate e	-	71,060.00
019	10/9/12	02	MPWA	Appropriate Funds to account for project bids cor	-	20,990.00
029	1/8/13	02	MPWA	Appropriate funds for the Mid-Year Review	(43,490.00)	(7,594.00)
022	10/23/12	19	Fire Improvement Grant	Budget Supplement to lapse and reappropriate e	71,250.00	75,000.00
024	11/13/12	24	Airport Grant	Budget Supplement to lapse and reappropriate e	1,818,803.00	1,834,544.00
033	1/22/13	26	Education Fund	Appropriated funds for Distribution to Schools for	-	370,000.00
008	8/14/12	27	Tourism	Appropriate funds for rebranding	-	18,500.00
012	8/14/12	29	E911	Budget Supplement to lapse and reappropriate e	72,000.00	144,000.00
016	9/11/12	29	E911	Appropriate funds to operating supplies for upgre	-	20,000.00
031	1/8/13	29	E911	Appropriate funds for the Mid-Year Review	-	14,400.00
001	7/10/12	30	Economic Development	Appropriate funds for HWY 69 water & sewer	-	350,000.00
013	8/14/12	30	Economic Development	Budget Supplement to lapse and reappropriate e	-	79,873.00
015	8/28/12	30	Economic Development	Appropriate funds for the Award from the Strateg	133,000.00	147,780.00
021	10/9/12	30	Economic Development	Appropriate Funds to account for project bids cor	-	35,712.00
003	7/24/12	33	CDBG	Appropriate funds for CDBG	164,150.00	164,150.00
006	8/14/12	33	CDBG	Appropriate funds for CDBG (not awarded)	78,081.00	-
006	8/14/12	33	CDBG	Appropriate funds for CDBG (not awarded)	(78,081.00)	-
014	8/14/12	33	CDBG	Budget Supplement to lapse and reappropriate e	73,874.00	134,302.00
020	10/9/12	33	CDBG Grant	Appropriate Funds to account for project bids cor	20,990.00	20,990.00
030	1/8/13	35	Fleet Maintenance	Appropriate funds for the Mid-Year Review	(21,000.00)	(21,000.00)
005	7/24/12	41	Capital Fund	Appropriate funds for Fire Payroll	(206,800.00)	-
009	8/14/12	41	Capital Fund	Budget Supplement to lapse and reappropriate e	-	601,423.00
018	9/25/12	41	Capital Fund	Appropriate funds for Fire Payroll	(51,569.00)	-
026	11/27/12	41	Capital Fund	Appropriate funds for Utility Maintenance Backhc	-	159,600.00
027	12/11/12	41	Capital Fund	Appropriate funds for lease purchase for Paver		26,120.00
023	11/13/12	42	Federal Forfeiture	Appropriate Funds for new SUV for Patrol		33,000.00
025	11/27/12	42	Federal Forfeiture	Reverse Appropriation 11/13/12 Funds for SUV f	-	(33,000.00)
					2,062,008.00	4,687,422.00



McAlester City Council

AGENDA REPORT

Meeting Date: January 22, 2013
Department: City Manager
P. Stasiak / Marsha
Prepared By: Gore/Superintendent
Date Prepared: January 14, 2012

Item Number: 2
Account Code:
Budgeted Amount:
Exhibits: 7

Subject

Consider, and Act Upon, a Memorandum of Understanding between the McAlester Public Works Authority and the Board of Education of Independent School District No. 80, Pittsburg County, Oklahoma that authorizes the release of funds derived from City Ordinance 2159, for the acquisition, construction or equipment of educational facilities.

Recommendation

Motion to approve the Memorandum of Understand that conveys to ISDA80 the sum of \$370,000 to be used for completion of the new metal roof at Puterbaugh Middle School.

Discussion

The McAlester Public Works Authority approved a Memorandum of Understanding (MOU) on February 14, 2012 to provide the McAlester Public Schools \$700,000 for the repair or replacement of school roofs. McAlester Public School is requesting an additional \$370,000 to complete the 2nd half of the Puterbaugh Middle School roof.

See attachments:

- 1) Request
- 2) MOU
- 3) Financial Information
- 4) Ordinance No. 2159
- 5) Accounting Purchase Orders (1-6)
- 6) Puterbaugh Middle School New Roof Conceptual Rendering
- 7) Contract Agreement Documents/Affidavits

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

PJS

January 14, 2013



"Engaging Minds, Inspiring Hearts, Pursuing Excellence"

January 14, 2013

Mr. Pete Stasiak, City Manager
Mayor Steve Harrison
McAlester City Council Members
PO Box 578
McAlester, OK 74502

Dear Mr. Stasiak, Mayor Harrison and City Council Members,

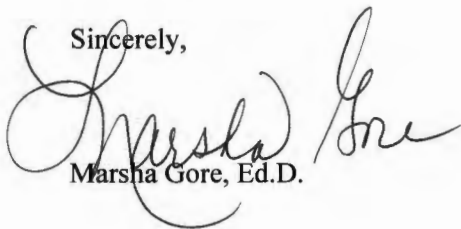
It is with all respect that McAlester Public Schools is requesting the release of \$370,000 from the excess sales tax revenue collected this past year from the 2003 quarter-cent sales tax issue that was ear marked for education.

With the release last year of \$700,000, the District has completed construction of roofs for five schools, including the back half of the roof at Puterbaugh Middle School. The requested \$370,000 will fund the completion of the new metal roof at Puterbaugh Middle School. Attached is a breakdown of how the \$700,000 has been disbursed as of January 1, 2013, along with documentation to support these efforts. In addition, all information pertaining to the construction of the metal roof at Puterbaugh Middle School is attached.

The District will continue to provide adequate documentation to establish the fact that the requested revenue will be utilized only on capital expenditures for the McAlester Public Schools as required by the bond proposition.

We appreciate the support that we continually receive from the City of McAlester and look forward to our continued partnership.

Sincerely,



Marsha Gore, Ed.D.

MEMORANDUM OF UNDERSTANDING

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

1. The MPWA has been entrusted with the administration of sales tax proceeds derived from McAlester City Ordinance Number 2159. That McAlester City Ordinance Number 2159 generates proceeds to be used for the acquisition, construction or equipment of educational facilities.
2. That the MPWA agrees to convey to ISD80 the sum of \$ 350,000.00 from the sales tax proceeds derived from City Ordinance Number 2159, to be used as more specifically described below.
3. That the sales tax proceeds conveyed by this agreement shall be used solely for the construction of roofs and roofing improvements on and to ISD80's existing educational facilities, within the corporate limits of the City of McAlester, Oklahoma.
4. That ISD80 agrees to provide quarterly financial reports to the MPWA, accounting for the specific uses of all funds conveyed, until such time as the total sum (\$ 350,000.00) has been exhausted.

(SEAL)

THE MCALESTER PUBLIC WORKS
AUTHORITY

BY: _____
Steve Harrison, Mayor

Attest:

Chairman

CLERK

Dated: _____

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

(SEAL)

BY: _____
Richard Gorman
PRESIDENT

Attest:

CLERK

Dated: _____

City of McAlester

Education Fund Financial Information Analysis for Council Meeting on January 22, 2013

Fund Balance as of 6/30/2012	935,890	Totals
	<hr/>	935,890
Actual Revenues and Expenditures as of January 2013		
Total Revenues	575,697	
Total Expenditures	377,488	
Total	198,210	198,210
	<hr/>	

Estimated Education Fund Activity for remaining 5 months of Fiscal 2012-13

Monthly Sales tax income	80,000	400,000	
Monthly Payments on bonds	53,929	269,644	
Total	130,356	<hr/>	130,356
Estimated Fund Balance for 6/30/2013			1,264,456
Requested Amount to Distribute:			(370,000)
Estimated Fund Balance with Distribution			894,456
Bond Reserve			600,000
Balance			\$ 294,456

O R D I N A N C E N O. 2159

AN ORDINANCE AMENDING SECTION 6.16 OF THE "McALESTER SALES TAX ORDINANCE" BY PROVIDING FOR THE LEVY AND COLLECTION OF A ONE-HALF OF ONE PERCENT (1/2%) SALES TAX; PROVIDING FOR THE PURPOSE THEREOF; APPROVING THE INCURRING OF INDEBTEDNESS ON BEHALF OF THE CITY; PROVIDING FOR NON-REPEALER; PROVIDING THE EFFECTIVE DATE; PROVIDING THAT PROVISIONS ARE CUMULATIVE; AND PROVIDING FOR SEVERABILITY.

* * * * * * * * * *

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

SECTION 1: Section 6.16 of the "McAlester Sales Tax Ordinance", as amended, hereby is further amended to provide for the levy of an additional one-half of one percent (1/2%) excise tax authorized thereby until July 1, 2018.

SECTION 2: It hereby is declared to be the purpose of the revenues provided by the one-half of one percent (1/2%) excise tax not to exceed one-half thereof, to provide revenues for the purpose of financing the acquisition, construction and equipment of educational facilities on behalf of the City by The McAlester Public Works Authority (the "Authority"), and paying the principal of and interest on indebtedness incurred on behalf of said City for said purpose by the Authority and the balance to provide revenue for economic development by said Authority and paying the principal of and interest on indebtedness incurred by the Authority for said purpose. The incurring of said indebtedness in the principal amount of not to exceed \$16,000,000.00 by the Authority is hereby approved and competitive bidding thereon is waived. Said one-half of one percent (1/2%) sales tax shall cease to be collected on July 1, 2018. In the event of the incurring of any such indebtedness, this Ordinance shall not be subject to repeal until the said indebtedness shall have been paid.

SECTION 3: This Ordinance shall become and be effective on and after March 5, 2003, and only after approval by a majority of the qualified electors of the City of McAlester, Oklahoma, voting on separate propositions, one relating to a one-fourth of one percent (1/4%) excise tax for education and the other relating to a one-fourth of one percent (1/4%) excise tax for economic development, and approving either or both of the same in the manner prescribed by law. In the event only one proposition is approved, only a one-fourth of one percent (1/4%) excise tax shall be levied for the approved purpose.

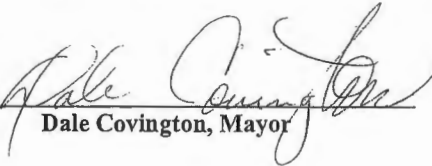
SECTION 4: The provisions hereof shall be cumulative and in addition to any and all other taxing provisions of City ordinances.

SECTION 5: The provisions of this Ordinance are severable, and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

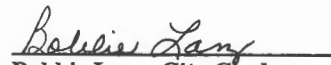
SECTION 6: The provisions hereof shall be cumulative and in addition to any and all other taxing provisions of ordinances of the City.

PASSED and APPROVED by the Mayor and City Council of the City of McAlester,
Oklahoma, this 19th day of December 2002.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By 
Dale Covington, Mayor

ATTEST:


Bobbie Lanz, City Clerk

MUNICIPAL TAX LEVY
2013
07/02/2012 12:05:24 PM

Vendor No. 12786

TO: RBK Roofing
111 West Teel Road
Sapulpa, OK 74066

Accounting Purchase Order

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

PO No

2013- 25 -1

PO Date

07/02/2012

Date Requested

07/02/2012

Date Approved

07/02/2012

PO Amount \$235,100.00

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

ENCUMBERED BY

Pam Barnett

APPROVED BY

Charles Gore

Req By: Nancy Hughes

Description: MHS & Puterbaugh Roof

DESCRIPTION	Qty/Price	AMOUNT	C.O.DATE	CLASSIFICATION
Base Bid and Alternate #1 60 Mil TPO	1.000	\$117,550.00	07/02/2012	010-2620-720-000-0000-000-510
MHS & Puterbaugh	235,100.000	\$117,550.00	07/02/2012	010-2620-720-000-0000-000-705

#1	7-18-12	118,872.00 ✓
#2	8-16-12	21,735.00 ✓
#3	9-11-12	61,126.45 ✓
#5	10-17-12	28,366.55
#8	12-7-12	5000.00

RECEIVED
Pam Barnett

Date: _____

Principal: L. K. H. H. H.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:

McAlester Public Schools
200 E. Adams (PO Box 1027)

PROJECT: MPS Roofing Projects

APPLICATION NO:

1

Distribution to:

☐ OWNER
☒ ARCHITECT
☒ CONTRACTOR
☐

FROM CONTRACTOR:

RBK Roofing
111 W Teel
Sapulpa, OK 74066

VIA ARCHITECT:

Renaissance Architects, PC
11100 Stratford Drive, Suite A-100
Oklahoma City, OK 73120
Roofing

PERIOD TO: 7/13/12

PROJECT NOS: Puterbaugh Middle School / McAlester High School Roofing Proj

CONTRACT FOR:

CONTRACT DATE: 6/11/12

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	235,500.00
2. Net change by Change Orders	\$	
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	235,500.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	132,080.00
5. RETAINAGE:		
a. 0.1 % of Completed Work (Column D + E on G703)	\$	13,208
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	13,208.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	118,872.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	
8. CURRENT PAYMENT DUE	\$	118,872.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	116,628.00

CONTRACTOR: RBK ROOFING INC

By:

State of: OKLA
Subscribed and sworn to before me this 17
Notary Public: Julie Clayton
My Commission expires: 11-7-14



Notary Public
State of Oklahoma
JULIE CLAYTON
CREEK COUNTY
COMMISSION #08010888
Comm. Exp.

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 118,872.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheets that are changed to conform with the amount certified.)
ARCHITECT:

By:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

RECEIVED
Pam Barnett

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 7/13/12
PERIOD TO: 7/13/12
ARCHITECT'S PROJECT NO: 1

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Bond Middle School	\$6,887.00		\$6,887.00		\$6,887.00	100.00%		
2	Material	\$27,998.00		\$27,998.00		\$27,998.00	100.00%		
3	Roofing Labor	\$19,600.00		\$19,600.00		\$19,600.00	100.00%		
4	Sheet Metal Labor	\$3,400.00		\$3,400.00		\$3,400.00	100.00%		
5	Profit & Overhead High School	\$13,500.00		\$13,500.00		\$13,500.00	100.00%		
6	Material	\$60,695.00		\$60,695.00		\$60,695.00	100.00%		
7	Roofing Labor	\$53,500.00						\$53,500.00	
8	Sheet Metal Labor	\$15,320.00						\$15,320.00	
9	Profit & Overhead	\$27,000.00						\$27,000.00	
10	Warranty	\$7,600.00						\$7,600.00	
GRAND TOTALS		\$235,500.00	\$0.00	\$132,080.00	\$0.00	\$132,080.00		\$103,420.00	

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

RECEIVED
New York

Document 00540

CLAIM OR INVOICE AFFIDAVIT

STATE OF OKLAHOMA)
) SS
COUNTY OF CREEK)

The undersigned (Architect, Contractor, Trade Contractor, Supplier, Engineer, or Supervisory Official), of lawful age, being first duly sworn, on oath says that this (Invoice, Claim or Contract) is true and correct. Affiant further states that the (Work, Services, or Materials) as shown by this invoice or Claim have been (Completed or Supplied) in accordance with the Drawings, Specifications, Orders, or Requests furnished to the Affiant. Affiant further states that (s)he has made no payment, given, or donated or agreed to pay, give, or donate, either directly or indirectly; to any elected official, officer, or employee of the

(1) OWNER of money or any other thing or value to obtain payment or the award of this Contract.

RBK ROOFING
[Signature]
General Contractor



Subscribed and sworn to before me this 17 day of July, 2012.

Amanda Marie Miller
Notary Public

My Commission Expires: 8/8/2015

(1) Owner

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:

McAlester Public Schools
200 E. Adams (PO Box 1027)
McAlester, OK 74502-1027

PROJECT: MPS Roofing Projects

APPLICATION NO:

2

Distribution to:

☐ OWNER
☒ ARCHITECT
☐ CONTRACTOR

PERIOD TO:

8/7/12

PROJECT NOS:

Puterbaugh Middle School / McAlester High School Roofing Proj

FROM CONTRACTOR:

RBK Roofing
111 W Teel
Sapulpa, OK 74066

VIA ARCHITECT:

Renaissance Architects, PC
11100 Stratford Drive, Suite A-100
Oklahoma City, OK 73120

CONTRACT FOR:

Roofing

CONTRACT DATE:

6/11/12

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	235,500.00
2. Net change by Change Orders	\$	
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	235,500.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	156,230.00
5. RETAINAGE:		
a. 10% % of Completed Work (Column D + E on G703)	\$	15,623
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	15,623.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	140,607.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	118,872.00
8. CURRENT PAYMENT DUE	\$	21,735.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	94,893.00

CHANGE ORDERS SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

RBK Roofing Inc.

By:

Debra L. Dubois

Date:

8/8/2012

State of: Oklahoma

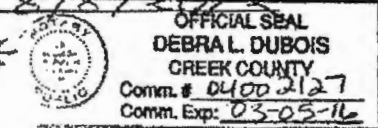
Subscribed and sworn to before me this 8th

County of: Creek

day of August

Notary Public: Debra L. Dubois

My Commission expires: 03-05-16



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 21,735.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Shawn Nicek

Date:

8-10-12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5292

p.2

RBK ROOFING INC, 918-227-

Aug 08 12 02:08p

CLAIM OR INVOICE AFFIDAVIT

STATE OF OKLAHOMA)
) SS.
COUNTY OF CREEK)

The undersigned (architect, contractor, supplier, engineer, or supervisory official), of lawful age, being first duly sworn, on oath says that this (invoice, claim, or contract) is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the drawings, specifications, order or requests furnished to the affiant. Affiant further states the (s)he has made no payment, nor given, or donated or agreed to pay, give, or donate, either directly or indirectly, to any elected official, officer, or employee of the State, County, or City, of money or any other thing of value to obtain payment or the award of this contract.

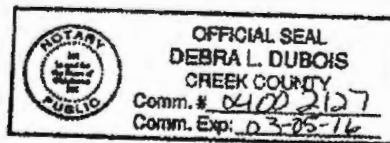
Rbk Roofing
Contractor or Supplier

Subscribed and sworn to before me this 8 day of Aug, 20 12.

Debra L Dubois
Notary Public

My Commission Expires:

03-05-16



Architect, Engineer, or Other Supervisory Official

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

Notary Public

My Commission Expires:

Sep 05 12 02:10p RBK ROOFING INC, 918-227-

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER:		PROJECT: MPS Roofing Projects	APPLICATION NO: 3	Distribution to:
McAlester Public Schools				<input type="checkbox"/> OWNER
200 E. Adams (PO Box 1027)				<input checked="" type="checkbox"/> ARCHITECT
McAlester, OK 74502-1027				<input checked="" type="checkbox"/> CONTRACTOR
FROM CONTRACTOR:	VIA ARCHITECT:		PERIOD TO: 9/4/12	
RBK Roofing	Renaissance Architects, PC			
111 W Teel	11100 Stratford Drive, Suite A-100		PROJECT NOS: Puterbaugh Middle School / McAlester High School Roofing Proj	
Sapulpa, OK 74066	Oklahoma City, OK 73120			
CONTRACT FOR: Roofing		CONTRACT DATE: 6/11/12		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	235,100.00
2. Net change by Change Orders	\$	
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	235,100.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	212,351.00
5. RETAINAGE:		
a. 0.05 % of Completed Work (Column D + E on G703)	\$	10617.55
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	10617.55
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	201,733.45
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	140607
8. CURRENT PAYMENT DUE	\$	61,126.45
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	33,366.55

CONTRACTOR: RBK Roofing Inc.

By: [Signature] Date: 9/5/2012

State of: Oklahoma

Subscribed and sworn to before me this 5 day of September

Notary Public: Jessie Clayton

My Commission expires: 11-7-14

Notary Public
State of Oklahoma
JESSIE CLAYTON
CREEK COUNTY
COMMISSION #08010888

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 61,126.45

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: [Signature] Date: 9-7-12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3

APPLICATION DATE: 9/4/12

PERIOD TO: 9/4/12

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	Bond	\$6,887.00	\$6,887.00			\$6,887.00	100.00%		
	Middle School								
2	Material	\$27,998.00	\$27,998.00			\$27,998.00	100.00%		
3	Roofing Labor	\$19,600.00	\$19,600.00			\$19,600.00	100.00%		
4	Sheet Metal Labor	\$3,400.00	\$3,400.00			\$3,400.00	100.00%		
5	Profit & Overhead	\$13,500.00	\$13,500.00			\$13,500.00	100.00%		
	High School								
6	Material	\$60,695.00	\$60,695.00			\$60,695.00	100.00%		
7	Roofing Labor	\$53,500.00	\$16,050.00	\$28,355.00		\$44,405.00	83.00%	\$9,095.00	
8	Sheet Metal Labor	\$15,320.00		\$13,788.00		\$13,788.00	90.00%	\$1,532.00	
9	Profit & Overhead	\$26,600.00	\$8,100.00	\$13,978.00		\$22,078.00	83.00%	\$4,522.00	
10	Warranty	\$7,600.00						\$7,600.00	
	GRAND TOTALS	\$235,100.00	\$156,230.00	\$56,121.00	\$0.00	\$212,351.00		\$22,749.00	

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:

McAlester Public Schools
200 E. Adams (PO Box 1027)
McAlester, OK 74502-1027

PROJECT: MPS Roofing Projects

APPLICATION NO:

FROM CONTRACTOR:

RBK Roofing
111 W Teel
Sapulpa, OK 74066

VIA ARCHITECT:

Renaissance Architects, PC
11100 Stratford Drive, Suite A-100
Oklahoma City, OK 73120
Roofing

PERIOD TO: 10/3/

PROJECT NOS: Putterbaugh

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	235,100.00
2. Net change by Change Orders	\$	
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	235,100.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	235,100.00
5. RETAINAGE:		
a. 0% % of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	235,100.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	201,733.45
8. CURRENT PAYMENT DUE	\$	33,366.55
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that the information and belief the Work covered by completed in accordance with the Contract, the Contractor for Work for which previous payments received from the Owner, and the

CONTRACTOR: RBK Roofing

By:

Date:

State of: Oklahoma County of: Creek
Subscribed and sworn to before me this 3rd day of October 2012
Notary Public: J. Becken Caw
My Commission Expires: 7-6-13

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the information and data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$28,366.55

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 4
APPLICATION DATE: 10/3/12

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 10/3/12

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Bond Middle School	\$6,887.00	\$6,887.00			\$6,887.00	100.00%		
2	Material	\$27,998.00	\$27,998.00			\$27,998.00	100.00%		
3	Roofing Labor	\$19,600.00	\$19,600.00			\$19,600.00	100.00%		
4	Sheet Metal Labor	\$3,400.00	\$3,400.00			\$3,400.00	100.00%		
5	Profit & Overhead High School	\$13,500.00	\$13,500.00			\$13,500.00	100.00%		
6	Material	\$60,695.00	\$60,695.00			\$60,695.00	100.00%		
7	Roofing Labor	\$53,500.00	\$44,405.00	\$9,095.00		\$53,500.00	100.00%		
8	Sheet Metal Labor	\$15,320.00	\$13,788.00	\$1,532.00		\$15,320.00	100.00%		
9	Profit & Overhead	\$26,600.00	\$22,078.00	\$4,522.00		\$26,600.00	100.00%		
10	Warranty	\$7,600.00		\$7,600.00		\$7,600.00	100.00%		
	GRAND TOTALS	\$235,100.00	\$212,351.00	\$22,749.00	\$0.00	\$235,100.00		\$0.00	

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

CLAIM OR INVOICE AFFIDAVIT

STATE OF OKLAHOMA)
) SS.
COUNTY OF CREEK)

The undersigned (architect, contractor, supplier, engineer, or supervisory official), of lawful age, being first duly sworn, on oath says that this (invoice, claim, or contract) is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the drawings, specifications, order or requests furnished to the affiant. Affiant further states the (s)he has made no payment, nor given, or donated or agreed to pay, give, or donate, either directly or indirectly, to any elected official, officer, or employee of the State, County, or City, of money or any other thing of value to obtain payment or the award of this contract.

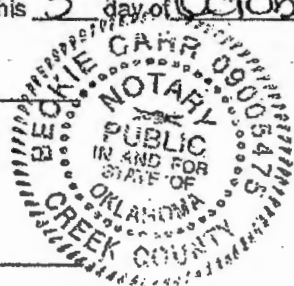
RBK Roofing Inc RBK ROOFING INC
Contractor or Supplier

Subscribed and sworn to before me this 3 day of October, 2012.

Beckie Can
Notary Public

My Commission Expires:

7-6-13



Architect, Engineer, or Other Supervisory Official

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

(SIMILAR TO AIA DOCUMENT G707)

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☒
SURETY ☐
OTHER ☐

Bond No GR21740

PROJECT: Roofing Projects at McAlester High School & Puterbaugh Middle School
(name, address)

TO (Owner)

McAlester Public Schools
200 E Adams
McAlester OK 74502ARCHITECT'S PROJECT NO:
CONTRACT FOR: Roofing

CONTRACT DATE: June 15, 2012

CONTRACTOR:
RBK Roofing Inc
111 W Teel
Sapulpa OK 74066

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

Granite Re Inc

14001 Quailbrook Drive

Oklahoma City OK 73134

on bond of (here insert name and address of Contractor)

RBK Roofing Inc

111 W Teel

Sapulpa OK 74066

, SURETY COMPANY,

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

McAlester Public Schools

200 E Adams

McAlester OK 74502

as set forth in the said Surety Company's bond.

, OWNER,

IN WITNESS WHEREOF,

The Surety Company has hereto set its hand this 10th

day of October

, 2012

Granite Re Inc

Surety Company

Signature of Authorized Representative

Attest:

(Seal):

Attorney-in-Fact Robbie Loyd, Attorney-in-Fact

Title

Note: This form is intended to be used as a companion document to the Contractor's Affidavit of Payment of Debts and Claims, Current Edition

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:

TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD 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:

TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD 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 19th day of July, 2012.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 19th day of July, 2012, 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, 2013
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
10th day of OCTOBER, 20 12




Kyle P. McDonald, Secretary/Treasurer

MULE-HIDE PRODUCTS CO., INC.**Inspection Checklist**

JOB NAME: Peterborough Middle School #3054 APPLICATOR: RBK Roofing - Tulsa
 JOB ADDRESS: 1100 E. South St. APPLICATOR REP. PRESENT: Yes Keith Easter
 CITY, STATE, ZIP: McAlester OK ROOF TYPE: FA TRE SIZE: 140 +/-
 DATE OF INSPECTION NOTIFICATION: 9/25/12 DATE OF ACTUAL INSPECTION: 10/2/12

IMPORTANT—Punch list below is to be completed, signed, and mailed or faxed before warranty is eligible to be issued.

ERRORS, OMISSIONS	REMEDIAL ACTION REQUIRED
<u>Cut Ends of pressure tape must be caulked</u>	<u>Caulk w/ny urethane based caulk @ 20' per tub</u>
<u>Some "T" patches missing Examples marked Red</u>	<u>Fully weld missing "T" patches</u>
<u>Outside corner ca wall of lowest deck Marked Red is missing corner patch</u>	<u>Complete detail so it is exactly correct as its opposite corner</u>
<u>12" Galvalume stack on eastern roof is flashed to the deck</u>	<u>Redo detail utilizing 3 piece field wrap of detail membrane</u>
	<u>Review installation video on disc or on line web to ensure winter proofing is vertical on stack not flat on deck</u>

TO BE ELIGIBLE FOR ISSUANCE OF THE WARRANTY ON THE ABOVE SUBJECT ROOF, CONTRACTOR MUST SIGN OFF ON COMPLETED WORK AND RETURN FORM TO: Mule-Hide Products Co., Inc., Attn: Warranty Coordinator, P.O. Box 1057, Beloit, WI 53512-1057 OR FAX TO (888) 218-7838

INSPECTED BY: KR Gilger

CONTRACTOR SIGNATURE: _____

COMPLETION DATE OF INSPECTION CHECKLIST (IF APPLICABLE): _____

White: To be sent in for warranty

Yellow: Installers Copy

Pink: MH Rep Copy

MH LIT# 10.00211
2/2 d

<< 6655772599 >>

2012-10-04 16:11 ken Gilger



MULE-HIDE PRODUCTS CO., INC.**Inspection Checklist**

JOB NAME: McAlister High School #30555
 JOB ADDRESS: 1 Buffalo Ave
 CITY, STATE, ZIP: McAlister OK
 DATE OF INSPECTION NOTIFICATION: 9-25-12

APPLICATOR: RBK Roofing - Tulsa
 APPLICATOR REP PRESENT: Yes Keith Easter
 ROOF TYPE: FA TPO SIZE: 475 sq ft
 DATE OF ACTUAL INSPECTION: 10/2/12

IMPORTANT—Punch list below is to be completed, signed, and mailed or faxed before warranty is eligible to be issued.

ERRORS, OMISSIONS	REMEDIAL ACTION REQUIRED
Some "T" patches missing Examples Marked Red	Install "T" patches @ All 3 Sheet Intersections
Some Porous Sealant pans Need topped off	Check all and provide 2nd pan sealers needed
Some pipe boots are missing urethane caulk at clamp ring	Apply to cover clamp Ring
Upper Roof West of E.I ① Damages Marked Red	Patch Both
Lowest Eastern Roof Incomplete wall Flashing Detail and incomplete through wall scupper Detail	Complete Details and Reinspect

TO BE ELIGIBLE FOR ISSUANCE OF THE WARRANTY ON THE ABOVE SUBJECT ROOF, CONTRACTOR MUST SIGN OFF ON COMPLETED WORK AND RETURN FORM TO: Mule-Hide Products Co., Inc., Attn: Warranty Coordinator, P.O. Box 1057, Beloit, WI 53512-1057 OR FAX TO (888) 218-7838

INSPECTED BY: KRG

CONTRACTOR SIGNATURE: _____

COMPLETION DATE OF INSPECTION CHECKLIST (IF APPLICABLE): _____

White: To be sent in for warranty

Yellow: Installer's Copy

Pink: MH Rep Copy

MH LIT# 10.00211
2/1

<< 6652225509 >>

2012-10-04 16:11 Ken Gilger



TO OWNER:

McAlester Public Schools
200 E. Adams (PO) Box 1027
McAlester, OK 74502-1027

PROJECT: MPS Roofing Projects

APPLICATION NO:

5

Distribution to:

<input type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO:

11/29/12

PROJECT NOS:

Puterbaugh Middle School / McAlester High School Roofing Proj

FROM CONTRACTOR:

RBK Roofing
111 W Teel
Sapulpa, OK 74066

VIA ARCHITECT:

Renaissance Architects, PC
11100 Stratford Drive, Suite A-100
Oklahoma City, OK 73120

CONTRACT FOR:

Roofing

CONTRACT DATE:

6/11/12

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

- | | | |
|---|----|------------|
| 1. ORIGINAL CONTRACT SUM | \$ | 235,100.00 |
| 2. Net change by Change Orders | \$ | |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | \$ | 235,100.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ | 235,100.00 |
| 5. RETAINAGE: | | |
| a. 0% % of Completed Work (Column D + E on G703) | \$ | 0.00 |
| b. % of Stored Material (Column F on G703) | \$ | |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | \$ | 0.00 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | \$ | 235,100.00 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | 230,100.00 |
| 8. CURRENT PAYMENT DUE | \$ | 5,000.00 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ | 0.00 |

CONTRACTOR:

RBK Roofing Inc.

By:

[Signature] Date: 11/29/2012

State of: Oklahoma

County of: Creek

Subscribed and sworn to before me this 29th day of November 2012Notary Public: *[Signature]*

My Commission expires: 7-6-13

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 5,000.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

[Signature] Date: 12-3-12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

MUNICIPAL TAX LEVY
2013
08/22/2012 8:32:23 AM

Accounting Purchase Order

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

PO No

2013- 25 -2

PO Date

08/22/2012

Vendor No. 12786

TO: RBK Roofing
111 West Teel Road
Sapulpa, OK 74066

Date Requested

08/22/2012

Date Approved

08/22/2012

PO Amount \$25,000.00

SHIP TO: Jefferson ECC
125 501 South C Street
McAlester, OK 74501

ENCUMBERED BY

APPROVED BY

Req By: Brent Grilliot

Description: Roofing

DESCRIPTION	Qty/Price	AMOUNT	C.O.DATE	CLASSIFICATION
Jefferson Roof Replacement	1.000	\$9,120.00	08/23/2012	000-2620-450-000-0000-000-125
	25,000.000	\$15,880.00	08/23/2012	000-2620-450-000-0000-000-125

Date: _____

Name of Company: RBK Roofing

Street: _____

City, State: _____

Ship to : Brent Grilliot

School: Central Office

Street Address: 200 East Adams
McAlester, OK 74501

1. Complete Requisition Form
2. Teacher- Signature
3. Principal - Signature
4. Superintendent - Signature
5. Assign. of Encumbrance Number
6. Purchase Supplies

Numbers 1-5 **MUST** be completed before **ANY** purchase can be made.

7. Questions call Pam Barnett at 918-423-4771x1007
Fax 918-423-7032

FY	FUND	PROJECT	FUNCTION	OBJECT	PROGRAM	SUBJECT	JOB CLASS.	SITE	ENCUMBRANCE NUMBER
13	25	616 000	2620	450				125	2

QUANTITY	ITEM AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
	Roofing		\$ 25,000.00
	SHIPPING AND HANDLING-----		
		TOTAL	\$ 25,000.00

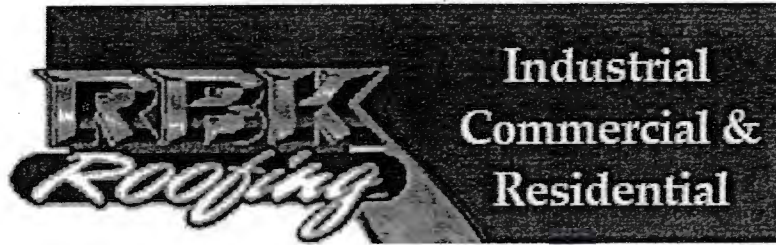
Approved By:

Central Office

Employee: Brent Grilliot

Order Requested By

Supervisor: _____



111 W Teel
Sapulpa, OK 74066

(918) 227-9668
Fax (918) 227-9667

7/17/12

PROPOSED SCOPE OF WORK
Jefferson Early Childhood Center
501 C Street
McAlester, OK
West Wing of Roof (Approximately 75 SQ)

On the above project, RBK Roofing proposes to furnish all labor, material, and warranties. Proposed scope of work to include installing 20 year Mule Hide single ply TPO over existing roofing:

- Perform test cuts to determine if wet insulation exists
(Additional cost to contract to replace wet insulation \$3.00/sf)
- Install ½" high density fiberboard using screws and plates
- Install fully adhered 60 mil white TPO over fiberboard insulation
- Install new flashing and counter flashing as per Mule Hide specifications
- Remove all roofing-related debris from premises

Total Price - \$25,000

Price includes 20 year Mule Hide NDL warranty (\$2,900), which may be deducted at the discretion of the school district and replaced with a 5 year in house labor warranty and 20 year Mule Hide material only warranty.

Price includes performance and payment bonds (\$1,875), which can be deducted at the discretion of the school district.

If you have any questions, please call Dan Easter (918)344-7722 or email rbkroofing@gmail.com.

TO OWNER:

McAlester Public Schools
200 E. Adams (PO Box 1027)
McAlester, OK 74502-1027

PROJECT:

Jefferson Early Childhood
501 C Street
McAlester, OK 74502

APPLICATION NO:

1

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO:

10/3/12

FROM CONTRACTOR:

RBK Roofing
111 W Teel
Sapulpa, OK 74066

VIA ARCHITECT:

PROJECT NOS:

West Roof

CONTRACT FOR:

Roofing

CONTRACT DATE:

9/21/12

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	25,000.00
2. Net change by Change Orders	\$	
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	25,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	9,600.00
5. RETAINAGE:		
a. 5% of Completed Work (Column D + E on G703)	\$	480
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	480.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	9,120.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	
8. CURRENT PAYMENT DUE	\$	9,120.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	15,880.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 10/9/2012

State of:

County of:

Subscribed and sworn to before me this

day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

9,120.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

RECEIVED
Pam Barnett

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 10/3/12
PERIOD TO: 10/3/12
ARCHITECT'S PROJECT NO: 1

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE - RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Bond	\$700.00							
2	Material	\$9,600.00		\$9,600.00		\$9,600.00	100.00%	\$700.00	
3	Roofing Labor	\$6,900.00						\$6,900.00	
4	Sheet Metal Labor	\$1,000.00						\$1,000.00	
5	Profit & Overhead	\$5,975.00						\$5,975.00	
6	Warranty	\$825.00						\$825.00	
GRAND TOTALS		\$25,000.00	\$0.00	\$9,600.00	\$0.00	\$9,600.00		\$15,400.00	

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

RECEIVED
Pam Barnett

TO OWNER:

McAlester Public Schools
200 E. Adams (PO Box 1027)
McAlester, OK 74502-1027

PROJECT:

Jefferson Early Childhood
501 C Street
McAlester, OK 74502

APPLICATION NO:

2

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM CONTRACTOR:

RBK Roofing
111 W Teel
Sapulpa, OK 74066

VIA ARCHITECT:

PROJECT NOS: West Roof

CONTRACT FOR:

West Roof

CONTRACT DATE:

9/21/12

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

- | | | |
|---|----|-----------|
| 1. ORIGINAL CONTRACT SUM | \$ | 25,000.00 |
| 2. Net change by Change Orders | \$ | |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) | \$ | 25,000.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ | 25,000.00 |
| 5. RETAINAGE: | | |
| a. 0% % of Completed Work (Column D + E on G703) | \$ | 0 |
| b. % of Stored Material (Column F on G703) | \$ | |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | | |
| | \$ | 0.00 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | \$ | 25,000.00 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | 9,120 |
| 8. CURRENT PAYMENT DUE | \$ | 15,880.00 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ | 0.00 |

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Keith Easley / RBK Roofing Date: 10/26/2012

State of: Oklahoma County of: Creek
Subscribed and sworn to before me this 26th day of October 2012
Notary Public: Breckin Corn
My Commission expires: 7-6-13

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

RECEIVED
Pam Barnett

CONTINUATION SHEET

ALA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 2
APPLICATION DATE: 10/25/12
PERIOD TO: 10/25/12

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Bond	\$700.00		\$700.00		\$700.00	100.00%		
2	Material	\$9,600.00	\$9,600.00			\$9,600.00	100.00%		
3	Roofing Labor	\$6,900.00		\$6,900.00		\$6,900.00	100.00%		
4	Sheet Metal Labor	\$1,000.00		\$1,000.00		\$1,000.00	100.00%		
5	Profit & Overhead	\$5,975.00		\$5,975.00		\$5,975.00	100.00%		
6	Warranty	\$825.00		\$825.00		\$825.00	100.00%		
	GRAND TOTALS	\$25,000.00	\$9,600.00	\$15,400.00	\$0.00	\$25,000.00		\$0.00	

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

RECEIVED
Pam Barnett G703-1992

MUNICIPAL TAX LEVY
2013
08/22/2012 8:33:00 AM

Accounting Purchase Order

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

PO No

2013- 25 -3

PO Date

08/22/2012

Vendor No.12786

TO: RBK Roofing
111 West Teel Road
Sapulpa, OK 74066

Date Requested

08/22/2012

Date Approved

08/22/2012

PO Amount \$39,400.00

SHIP TO: Jefferson ECC
125 501 South C Street
McAlester, OK 74501

ENCUMBERED BY

APPROVED BY

Req By: Brent Grilliot

Description: Roofing

DESCRIPTION	Qty/Price	AMOUNT	C.O.DATE	CLASSIFICATION
Jefferson Roof Replacement	1.000	\$21,565.00	08/23/2012	000-2620-450-000-0000-000-125
	39,400.000	\$17,835.00	08/23/2012	000-2620-450-000-0000-000-125

Date: _____

Name of Company: RBK Roofing

Street: _____

City, State: _____

Ship to : Brent Grilliot

School: Central Office

Street Address: 200 East Adams

McAlester, OK 74501

1. Complete Requisition Form
2. Teacher- Signature
3. Principal - Signature
4. Superintendent - Signature
5. Assign. of Encumbrance Number
6. Purchase Supplies

Numbers 1-5 **MUST** be completed before **ANY** purchase can be made.

7. Questions call Pam Barnett at 918-423-4771x1007
Fax 918-423-7032

FY	FUND	PROJECT	FUNCTION	OBJECT	PROGRAM	SUBJECT	JOB CLASS.	SITE	ENCUMBRANCE NUMBER
13	25	910 000	2620	450				125	3

QUANTITY	ITEM AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
	Roofing		\$ 39,400.00)
	SHIPPING AND HANDLING-----	-----	
		TOTAL	\$ 39,400.00

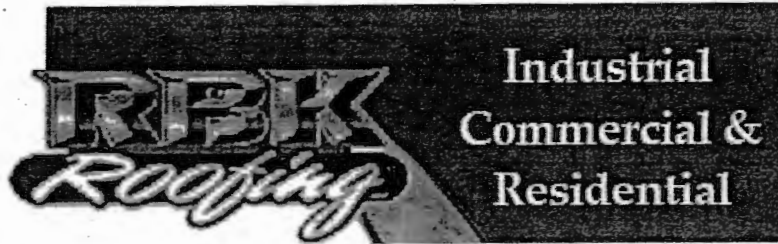
Approved By:

Central Office

Employee: Brent Grilliot

Order Requested By

Supervisor: _____



111 W Teel
Sapulpa, OK 74066

(918) 227-9668
Fax (918) 227-9667

7/23/12

PROPOSED SCOPE OF WORK
Jefferson Early Childhood Center
501 C Street
McAlester, OK
East Sections of Roof (Approximately 115'SQ)

On the above project, RBK Roofing proposes to furnish all labor, material, and warranties. Proposed scope of work to include installing 20 year Mule Hide single ply TPO over existing roofing:

- Perform test cuts to determine if wet insulation exists
(Additional cost to contract to replace wet insulation \$3.00/sf)
- Install ½" high density fiberboard using screws and plates
- Install fully adhered 60 mil white TPO over fiberboard insulation
- Install new flashing and counter flashing as per Mule Hide specifications
- Remove all roofing-related debris from premises

Total Price - \$39,400

Price includes 20 year Mule Hide NDL warranty (\$2,900), which may be deducted at the discretion of the school district and replaced with a 5 year in house labor warranty and 20 year Mule Hide material only warranty.

Price includes performance and payment bonds (\$1,875), which can be deducted at the discretion of the school district.

If you have any questions, please call Dan Easter (918)344-7722 or email rbkroofing@gmail.com.

TO OWNER:

McAlester Public Schools
200 E. Adams (PO Box 1027)
McAlester, OK 74502-1027

PROJECT:

Jefferson Early Childhood
501 C Street
McAlester, OK 74502

APPLICATION NO:

1

Distribution to:

☒ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR:

RBK Roofing
111 W Teel
Sapulpa, OK 74066

VIA ARCHITECT:

PERIOD TO:

10/3/12

PROJECT NOS: East Roof

CONTRACT FOR:

Roofing

CONTRACT DATE:

9/21/12

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

- | | | |
|---|----|-----------|
| 1. ORIGINAL CONTRACT SUM | \$ | 39,400.00 |
| 2. Net change by Change Orders | \$ | |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) | \$ | 39,400.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ | 22,700.00 |
| 5. RETAINAGE: | | |
| a. 5% % of Completed Work (Column D + E on G703) | \$ | 1,135 |
| b. % of Stored Material (Column F on G703) | \$ | |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | | |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | \$ | 1,135.00 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | 21,565.00 |
| 8. CURRENT PAYMENT DUE | \$ | 17,835.00 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ | |

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date:

State of:

County of:

Subscribed and sworn to before me this

day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$

21,565.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

RECEIVED
Pam Barnett

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 10/3/12
PERIOD TO: 10/3/12
ARCHITECT'S PROJECT NO: 1

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	Bond	\$1,170.00						\$1,170.00	
2	Material	\$13,400.00		\$13,400.00		\$13,400.00	100.00%		
3	Roofing Labor	\$13,254.00		\$5,700.00		\$5,700.00	43.01%	\$7,554.00	
4	Sheet Metal Labor	\$2,000.00						\$2,000.00	
5	Profit & Overhead	\$8,300.00		\$3,600.00		\$3,600.00	43.37%	\$4,700.00	
6	Warranty	\$1,276.00						\$1,276.00	
GRAND TOTALS		\$39,400.00	\$0.00	\$22,700.00	\$0.00	\$22,700.00		\$16,700.00	

RECEIVED
Pam Barnett

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

TO OWNER:

McAlester Public Schools
200 E. Adams (PO Box 1027)
McAlester, OK 74502-1027

PROJECT:

Jefferson Early Childhood
501 C Street
McAlester, OK 74502

APPLICATION NO:

2

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO:

10/25/12

PROJECT NOS:

East Roof

FROM CONTRACTOR:

RBK Roofing
111 W Teel
Sapulpa, OK 74066

VIA ARCHITECT:

CONTRACT DATE:

9/21/12

CONTRACT FOR:

East Roof

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	39,400.00
2. Net change by Change Orders	\$	
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	39,400.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	39,400.00
5. RETAINAGE:		
a. 0% % of Completed Work (Column D + E on G703)	\$	0
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	39,400.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	21,565
8. CURRENT PAYMENT DUE	\$	17,835.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 10/26/2012

State of: OklahomaCounty of: CreekSubscribed and sworn to before me this 20day of October 2012Notary Public: [Signature]My Commission expires: 7-6-13**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

RECEIVED
Pam Barnett

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 2
APPLICATION DATE: 10/25/12
PERIOD TO: 10/25/12
ARCHITECT'S PROJECT NO:

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	Bond	\$1,170.00		\$1,170.00		\$1,170.00	100.00%		
2	Material	\$13,400.00	\$13,400.00			\$13,400.00	100.00%		
3	Roofing Labor	\$13,254.00	\$5,700.00	\$7,554.00		\$13,254.00	100.00%		
4	Sheet Metal Labor	\$2,000.00		\$2,000.00		\$2,000.00	100.00%		
5	Profit & Overhead	\$8,300.00	\$3,600.00	\$4,700.00		\$8,300.00	100.00%		
6	Warranty	\$1,276.00		\$1,276.00		\$1,276.00	100.00%		
GRAND TOTALS		\$39,400.00	\$22,700.00	\$16,700.00	\$0.00	\$39,400.00		\$0.00	

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

RECEIVED
Pam Barnett

MUNICIPAL TAX LEVY
2013
10/12/2012 8:34:06 AM

Accounting Purchase Order

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

PO No

2013-25-4

PO Date

10/12/2012

Vendor No. 12786

TO: RBK Roofing
111 West Teel Road
Sapulpa, OK 74066

Date Requested

10/12/2012

Date Approved

10/12/2012

PO Amount \$20,000.00

SHIP TO: William Gay ECC
120 600 W. Madison
McAlester, OK 74501

ENCUMBERED BY

APPROVED BY

Req By: Brent Grilliot

Description: William Gay Roof Replacement

DESCRIPTION	Qty/Price	AMOUNT	C.O.DATE	CLASSIFICATION
William Gay Roof Replacement	1.000	\$20,000.00	10/12/2012	010-2620-450-000-0000-000-120
	20,000.000			

Date: _____

Name of Company:	RBK Roofing
Street:	111 West Teel
City, State:	Sapulpa, OK 74066

Ship to : Brent Grilliot

School: Central Office

Street Address: 200 E Adams
McAlester, OK 74501

1. Complete Requisition Form
2. Teacher- Signature
3. Principal - Signature
4. Superintendent - Signature
5. Assign. of Encumbrance Number
6. Purchase Supplies

Numbers 1-5 **MUST** be completed before **ANY** purchase can be made.

7. Questions call Pam Barnett at 918-423-4771 x1007
Fax 918-423-7032

FY	FUND	PROJECT	FUNCTION	OBJECT	PROGRAM	SUBJECT	JOB CLASS.	SITE	ENCUMBRANCE NUMBER
13	25	010	2620	450	0	0	0	120	4

QUANTITY	ITEM AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
	William Gay Roofing Repair		\$ 20,000.00
	Shipping & Handling		
		TOTAL	\$ 20,000.00

Approved By: BRE Employee: Brent Grilliot
Central Office Order Requested By

Supervisor: _____



OK Registration #80000037

111 W Teel, Sapulpa, OK 74066

Fax (918) 227-9667

August 21, 2012

William Gay School
600 W Madison
McAlester OK 74501

Roof Section on North end of School over front entry

1. Recover existing flat roof system.
2. Install ½" high density fiberboard
3. Install mechanically attached .060 mil T P O roofing system.
4. Install approx 150ft of new counter flashing along walls and around chimney.
5. Install T PO flashing on pipes and penetrations.
6. Install new edge metal on front side of roof.
7. All work to be done according to manufacture specifications.
8. Clean up and haul away all roofing debris.
9. Magnet rake yard for loose nails.
10. 5 year labor warranty.

Labor and Material \$18,000.00

We hereby propose to furnish labor and material, complete in accordance with above specifications, for the sum of **eighteen thousand and 00/100 dollars** with balance due upon completion.

All materials are guaranteed to be as specified. Any alteration or deviation from specifications involving extra cost will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays are beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

NOTE: Please be aware, Alignment of roof mounted satellite dishes will be affected during roof replacement and will most likely need to be realigned by your satellite provider.

Contractor Signature


Note: this proposal may be withdrawn by us if not accepted within 30 days.

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

Customer Signature _____ Date _____



OK Registration #80000037

111 W Teel, Sapulpa, OK 74066

Fax (918) 227-9667

August 21, 2012

William Gay School
600 W Madison
McAlester OK 74501

Roof Repair

1. Remove gravel from two sections of gutter, at drip edge of gravel roof over cafeteria.
2. Resurface bottom of gutter on East side of gravel roof with rust arrestor paint and then apply a coat of polyprene metal roof coating.
3. Increase size of openings on both sections of gutter, close to end cap on North side of gutter to allow for higher volume of water drainage.
4. Seal end caps on both sections of gutter at North ends to prevent water from back tracking underside of gutter.
5. Clean and seal existing pipe boots on both metal roof systems.
6. Clean and seal perimeter of box vents over kitchen.
7. 1 year labor warranty.

Labor and Material \$2,000.00

We hereby propose to furnish labor and material, complete in accordance with above specifications, for the sum of **two thousand and 00/100 dollars** with balance due upon completion.

All materials are guaranteed to be as specified. Any alteration or deviation from specifications involving extra cost will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays are beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

NOTE: Please be aware, Alignment of roof mounted satellite dishes will be affected during roof replacement and will most likely need to be realigned by your satellite provider.

Contractor Signature

Note: this proposal may be withdrawn by us if not accepted within 30 days.

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

Customer Signature _____ Date _____



INVOICE

DATE: 10/25/2012
 INVOICE # 12-1025-1
 Customer ID MPS

111 W. Teel
 Sapulpa, OK 74066

Phone: 918-227-9668
 Fax: 918-227-9667

BILL TO:

McAlester Public Schools
 200 E Adams (PO Box 1027)
 McAlester, OK 74502-1027

DESCRIPTION	AMOUNT
Fully Adhered TPO roofing at William Gay Early Childhood Center	18,000.00
Repair to metal roof	2,000.00

OTHER COMMENTS

1. Total payment due in 10 days

SUBTOTAL \$20,000.00
 TAX RATE 0.000%
 TAX \$0.00
 OTHER \$0.00
TOTAL \$20,000.00

Make all checks payable to
 RBK Roofing, Inc.

W. Gay 29,000.00
 Jefferson 17,835.00
 " 15,880.00

Questions about this invoice, please contact
 Keith Easter (918)671-2558

Thank You For Your Business!

53,715.00

OK to

PAY RBK

(Bert)

10-29-12

RECEIVED
 Pam Barnett

MUNICIPAL TAX LEVY
2013
10/12/2012 8:34:46 AM

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

PO No
2013- 25 -5

PO Date
10/12/2012

Vendor No. 12786

TO: RBK Roofing
111 West Teel Road
Sapulpa, OK 74066

Date Requested
10/12/2012

Date Approved
10/12/2012

PO Amount \$21,600.00

SHIP TO: Edmond Doyle
105 520 E. Smith
McAlester, OK 74501

ENCUMBERED BY

APPROVED BY

Req By: Brent Grilliot

Description: Edmond Doyle Roof Replacement

DESCRIPTION	Qty/Price	AMOUNT	C.O.DATE	CLASSIFICATION
Edmond Doyle Roof Replacement	1.000	\$21,600.00	10/12/2012	010-2620-450-000-0000-000-105
	21,600.000			



OK Registration #80000037

111 W Teel, Sapulpa, OK 74066

Fax (918) 227-9667

October 2, 2012

Edmond Doyle
520 E Smith
McAlester OK 74501

Roof Section on North end of School over front entry and small section over east entry

1. Recover existing flat roof systems.
2. Install 1/2" high density fiberboard
3. Install fully adhered .060 mil T P O roofing system.
4. Install approx 220ft of new counter flashing along walls and around chimney.
5. Install T PO flashing on pipes and penetrations.
6. Install new edge metal on roof at edges.
7. All work to be done according to manufacture specifications.
8. Clean up and haul away all roofing debris.
9. Magnet rake yard for loose nails.
10. 5 year labor warranty.

Labor and Material \$18,000.00

We hereby propose to furnish labor and material, complete in accordance with above specifications, for the sum of **eighteen thousand and 00/100 dollars** with balance due upon completion.

All materials are guaranteed to be as specified. Any alteration or deviation from specifications involving extra cost will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays are beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

NOTE: Please be aware, Alignment of roof mounted satellite dishes will be affected during roof replacement and will most likely need to be realigned by your satellite provider.

Contractor Signature

[Signature]
Note: this proposal may be withdrawn by us if not accepted within 30 days.

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

Customer Signature _____ Date _____



OK Registration #80000037

111 W Teel, Sapulpa, OK 74066

Fax (918) 227-9667

November 2, 2012

Edmond Doyle
520 E Smith
McAlester OK 74501

Roof Section on west end of building

1. Recover existing flat roof systems.
2. Install ½" high density fiberboard
3. Install fully adhered .060 mil T P O roofing system.
4. Install new counter flashing along walls .
5. Install T PO flashing on pipes and penetrations.
6. Install new edge metal on roof at edges.
7. All work to be done according to manufacturer specifications.
8. Clean up and haul away all roofing debris.
9. 5 year labor warranty.

Labor and Material \$3,600.00

We hereby propose to furnish labor and material, complete in accordance with above specifications, for the sum of **three thousand six hundred and 00/100 dollars** with balance due upon completion.

All materials are guaranteed to be as specified. Any alteration or deviation from specifications involving extra cost will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays are beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Contractor Signature *Ruth E. East*
Note: this proposal may be withdrawn by us if not accepted within 30 days.

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

Customer Signature *B. H. J. H.* Date 11-2-2012

**INVOICE**

DATE: 11/9/2012
INVOICE # 12-1109-1
Customer ID MPS

111 W. Teel
Sapulpa, OK 74066

Phone: 918-227-9668
Fax: 918-227-9667

BILL TO:

McAlester Public Schools
200 E Adams (PO Box 1027)
McAlester, OK 74502-1027

DESCRIPTION	AMOUNT
Fully Adhered TPO roofing at Edmond Doyle Elementary	18,000.00
Additional tpo roof area on west end of building (separate PO)	3,600.00

OTHER COMMENTS

1. Total payment due in 10 days

SUBTOTAL \$21,600.00
TAX RATE 0.000%
TAX \$0.00
OTHER \$0.00
TOTAL \$21,600.00

Make all checks payable to
RBK Roofing, Inc.

If you have any questions about this invoice, please contact
Keith Easter (918)671-2558

Thank You For Your Business!

PAID
11-16-12

RBK Roofing, Inc Ok. Reg. #80000037
111 W Teel Rd
Sapulpa, OK 74066
Ph: 918/227-9668
FAX: 918/227-9667

R B K ROOFING

Fax

To: McAlester Public Schools /
Brent Grilliot

From: Keith Easter / RBK Roofing

Fax: 918-423-8166

Date: 11/9/2012 ~~10/4/2012~~

Phone: 918-423-4771

Pages: 5/4/2012

Re: *FINAL*
Pay request ~~for 2011~~

CC:

~~JEFFERSON Early Childhood Center~~

~~WILLIAM GARY SCHOOL~~
EDMOND NOYLE

☐ Urgent ☐ For Review ☐ Please Comment ☒ Please Reply ☐ Please Recycle

Keith Easter

RBK Roofing

MUNICIPAL TAX LEVY
2013
12/10/2012 8:14:16 AM

Accounting Purchase Order

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

PO No

2013- 25 -6

PO Date

12/10/2012

Vendor No. 12708

TO: Renaissance Architects &
Engineers LLC
11100 Stratford Drive, Ste. A-100
Oklahoma City, OK 73120

Date Requested

12/10/2012

Date Approved

12/10/2012

PO Amount \$50,000.00

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

ENCUMBERED BY

Pam Barnett

APPROVED BY

Shirley Gne

Req By: Brent Grilliot

Description: Architectural Fees

DESCRIPTION	Qty/Price	AMOUNT	C.O.DATE	CLASSIFICATION
Architectural Fees for Roofing Projects	1.000	\$50,000.00	12/10/2012	000-4400-810-000-0000-000-050
	50,000.000			

#9 12-20-12 44698.38

RECEIVED
Pam Barnett

Date: _____

Name of Company: Renaissance

Street: _____

City, State: _____

Ship to : Brent Grilliot

School: Central Office

Street Address: 200 East Adams

McAlester, OK 74501

1. Complete Requisition Form
2. Teacher- Signature
3. Principal - Signature
4. Superintendent - Signature
5. Assign. of Encumbrance Number
6. Purchase Supplies

Numbers 1-5 **MUST** be completed before **ANY** purchase can be made.

7. Questions call Pam Barnett at 918-423-4771 x1007
Fax 918-423-7032

FY	FUND	PROJECT	FUNCTION	OBJECT	PROGRAM	SUBJECT	JOB CLASS.	SITE	ENCUMBRANCE NUMBER
13	25	000	4400	810	0	0	0	50	10

QUANTITY	ITEM AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
	Architectural Fees for Roofing Projects		\$ 50,000.00
	Shipping & Handling		
		TOTAL	\$ 50,000.00

Approved By: _____ Employee: _____
Central Office Order Requested By

Supervisor: _____

Renaissance Architects, LLC

11100 Stratford Drive, A-100

Oklahoma City, OK 73120

Phone: (405) 749-4642

Invoice

Date	Invoice #
12/10/2012	10459

Bill To
Marsha Gore, Ed.D. Superintendent McAlester Public Schools 200 East Adams McAlester, OK 74502

Description	Amount
Project: McAlester - New roof at Pauterbaugh / Re-roofing at High School	
Architectural Services / Construction bid of \$235,100 x 6% = \$14,106.00.	
Bidding Phase / 5% of total fees / 100% complete	705.30
Construction Administration / 15% of total fees / 100% complete	2,115.90
PAID 12-20-12	
Thank you for your business. Payment is due within 30 days. It is a privilege to serve you.	Total \$2,821.20

RECEIVED
Pam Barnett

Renaissance Architects, LLC

Date	Invoice #
12/10/2012	10434

Bill To
Marsha Gore, Ed.D. Superintendent McAlester Public Schools 200 East Adams McAlester, OK 74502

[illegible]

RECEIVED
Pam Barnett

Renaissance Architects, LLC

11100 Stratford Drive, A-100
Oklahoma City, OK 73120
Phone: (405) 749-4642

Invoice

Date	Invoice #
12/10/2012	10458

Bill To
Marsha Gore, Ed.D. Superintendent McAlester Public Schools 200 East Adams McAlester, OK 74502

Description	Amount
Project: Puterbaugh Roof - Middle School Architectural Services / Construction cost of \$654,600 x 6% = \$39,276 Architectural Services through Bidding Phase / 85% of total fees	33,384.60
Thank you for your business. Payment is due within 30 days. It is a privilege to serve you.	Total \$33,384.60

P/A
12-20-12

RECEIVED
Pam Barnett


Renaissance Architects, LLC

11100 Stratford Drive, A-100
Oklahoma City, OK 73120
Phone: (405) 749-4642

Invoice

Date	Invoice #
12/10/2012	10462

Bill To Marsha Gore, Ed.D. Superintendent McAlester Public Schools 200 East Adams McAlester, OK 74502

Description	Amount
Project: Puterbaugh Roof - Middle School	
Reimbursable Expenses	
Black & White Copies / 11" x 17" / 113 @ \$.20/each	22.60
Black & White Copies / 71 @ \$.15/each	10.65
In-House Prints / 24" x 36" / 34 @ \$1.50/each	51.00
In-House Prints / 30" x 42" / 38 @ \$2.00/each	76.00
In-House Prints / Half Size / 80 @ \$2.00/each	160.00
Computer Plots / 24 @ \$15.00/each	360.00
Miscellaneous Reimbursable Expenses	350.00
Mileage / 303 miles @ \$.40/mile	136.35
Specifications Manual / 8-1/2" x 11" / 452 @ \$.15/each	67.80
Reproductions / out of office	504.03
Oklahoma State Fire Marshal Review fee	2,698.03
Geotechnical Report	2,145.00
Shipping Charges / Federal Express	35.02
<div style="text-align: right;">  </div>	
Thank you for your business. Payment is due within 30 days. It is a privilege to serve you.	Total \$6,616.48

RECEIVED
Pam Barnett



Renaissance
Architects + Engineers



MCALESTER PUBLIC SCHOOLS
PUTERBAUGH MIDDLE SCHOOL
NEW ROOF CONCEPTUAL RENDERING
NOVEMBER 8, 2012

McAlester Public Schools - Puterbaugh Metal Roof Project

Renaissance Architects

11100 Stratford Drive, A100

Bid Date: November 8, 2012 Bid Location: McAlester Board of Education

Alternates:

Contractor		Addenda Acknowledge	Base Bid	Alt #1 Skylight over courtyard	Alt #2 Sidewalk in courtyard	Alt #3 Eifs Fascia at Main Entry	Total with Selected Alternates
------------	--	------------------------	----------	--------------------------------------	------------------------------------	--	-----------------------------------

Advanced Roofing Technology							
Bonds & Insurance							

BRB Roofing Construction		1, 2	498,800	+ 142,500	+ 2,800	+ 10,500	653,800 654,600
Bonds & Insurance Y							

Metal Roof Contractors							
Bonds & Insurance							

RFD Construction		1, 2	654,000	+ 141,000	+ 2,700	+ 4,700	
Bonds & Insurance Y							

BID FORM**PART 1 GENERAL**

Submit bids in compliance with Document 00100 - instructions to Bidders. Fill in blanks. The Owner reserves the right to reject incomplete Bid Forms.

This Bidding Document is not part of the Contract Documents, unless specifically referenced in the Owner/Contractor Agreement.

1.01 TO: McAlester Public Schools Board of Education
200 E. Adams
McAlester, OK 74502

1.02 FROM: Briggs Rainbow Buildings, Inc. dba BRB Roofing & Mfg.
3143 N. 32nd Street
Muskogee, OK 74401

1.03 FOR: **McAlester Public Schools: Puterbaugh Middle School**

1.04 **BID SCHEDULE**

- A. The undersigned, having visited the site of the proposed construction of the above noted project, and having familiarized himself with local conditions affecting the cost of the work and with all requirements of the Contract Documents as prepared by the Architect, and all Addenda to said Documents, hereby proposes to furnish all things as required by said Documents and Addenda thereto for the construction of the above noted project for the following amount:

BaseBid: FOUR HUNDRED NINETY EIGHT THOUSAND EIGHT HUNDRED dollars

1.05 **ALTERNATES**

- A. If an Alternate is selected by the Owner, the Bidder proposes to do the Work required by the Contract Documents by decreasing the Base Bid the following amount: (Fill in amounts in words and numbers)

1. **Alternate 1: Skylight over courtyard.**

ONE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED dollars

2. **Alternate 2: Sidewalk in courtyard.**

TWO THOUSAND EIGHT HUNDRED dollars

3. **Alternate 3: Eifs Fascia at Main Entry.**

TEN THOUSAND FIVE HUNDRED dollars

1.06 **ALLOWANCES – See Specification Section 01020**

1. **No allowances to be bid.**

1.07 TIME OF COMPLETION

- A. If awarded the Contract, the undersigned agrees to commence work within thirty (30) days of the issuance of a "Notice to Proceed" and to achieve substantial completion no later than 250 days.
- B. Liquidated Damages in the amount of \$500 per day will be assessed starting the day after the required Time of Completion.

1.08 ADDENDUM RECEIPT

- A. Receipt of the following Addenda(s) to the Contract Documents are acknowledged:

Addendum No. 1 Dated: 11/2/12
Addendum No. 2 Dated: 11/7/12
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

1.09 PROPOSED SUBCONTRACTORS

- A. Not required.

1.10 UNIT PRICES

For changing quantities of work items from those indicated by the Contract Drawings upon written instructions from the Architect, the following unit prices shall prevail.

- A. UNIT PRICE: **No unit prices to be bid.**

1.11 WITHDRAWAL OF BIDS

- A. The Undersigned further agrees that his proposal may not be withdrawn for sixty (60) days from the Bid Opening Date.

1.12 BID ACCEPTANCE

- A. Upon receipt of "Notice of Acceptance" of this bid, the Undersigned will execute the formal Contract and will deliver a Performance and Payment Bond for the faithful performance of this Contract.

1.13 BIDDER INFORMATION

- A. Bidder is: Individual () Partnership () Corporation (X) (Check one, as case may be).

- B. If Bidder is a partnership, fill in the following blanks:

NAME OF PARTNERS.


- C. If Bidder is a Corporation, fill in the following blanks and Seal Bid with Corporate Seal.
Organized under the laws of the State
of Oklahoma

Name and Home Address of the
President Doss Briggs, 23982 N. 4 Mile Rd., Ft. Gibson, OK

Name and Home Address of the
Treasurer Darla Briggs, 8375 W. 820 Rd., Ft. Gibson, OK

D. Name of Bidder: Briggs Rainbow Buildings, Inc. dba BRB Roofing & Mfg.

(Signature)


Justin Jones, Sales Manager

Date: November 7, 2012

1.14 BID BOND

- A. This Bid may be rejected if not accompanied by Bid Security in the specified amount. Certified checks may be held uncollected at the risk of Bidder.

1.15 DIRECTIONS FOR DELIVERING BIDS:

- A. Envelopes containing bids, guarantee, required submissions, etc., must be sealed, marked and addressed as follows:

McAlester Public Schools Board of Education: Central Office, 200 East Adams, McAlester, OK
74502

- B. Mark envelope in lower left hand corner.

Bid Enclosed For: McAlester Public Schools – 2012 Roofing Projects at McAlester High
School / Puterbaugh Middle School

- C. Mailing of Bids: Bids may be mailed to the above address.
- D. Bidder shall assume full responsibility for timely delivery at location designated for receipt of Bids.

END OF SECTION

Important new law (SB 1394) effective July 1, 1998
STATEMENT OF COMPLIANCE
Regarding Prohibition of Felony & sex Offenders on School Premises

According to state law, a person or business contracting for services with a school or school district must sign a statement declaring that no employee working on school premises under the authority of such person or business is in violation of the provisions of this law. This statement of compliance must be signed and returned before payment(s) can be made. The undersigned person, of lawful age, states that this law will be observed.

STATE BILL 1394, Section 4:

- A. No person or business having a contract with a school district for services to be performed during normal school hours shall allow any employee to work on school premises if such employee is convicted in this state, the United States, or another state of:
1. Any sex offense subject to the Sex Offenders Registration Act in this state or subject to another state's or the Federal Sex Offender Registration provisions; or
 2. Any felony offense except as provided in subsection C of this section or when ten (10) years has elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the criminal offense.
- B. Every person or business having a contract for services with a school district where such services are to be performed on the school premises during normal school hours shall be required to sign a statement declaring that no employee working on school premises under the authority of such person or business is in violation of the provisions of this section.
- C. The provisions of this section shall not apply to volunteers, persons performing community service hours under court order or persons performing services under a supervised work release program. Provided, however, persons performing community service hours or services under work release shall not be allowed to work on school premises at any time after having been convicted of any offense stated in paragraph 1 of subsection A of this section (70 O.S. Sec. 6-101.8).

Section 5:

It is unlawful for any person registered pursuant to the Sex Offenders Registration Act to work or provide services to children or to work on school premises, or for a person or business who offers or provides services to children or contract work to be performed on school premises to knowingly and willfully allow any employee to work with children or to work on school premises who is registered pursuant to the Sex Offenders Registration Act. Upon conviction for any of the provisions of this subsection, the violator shall be guilty of a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00). In addition, the violator may be liable for civil damages (57 O.S. Sec. 589).

VENDOR NAME (type or print) Briggs Rainbow Buildings, Inc. dba BRB Roofing & Mfg

AUTHORIZED REPRESENTATIVE Justin Jones

SIGNATURE



Justin Jones, Sales Manager

FEDERAL ID# OR SOCIAL SEC. 3 73-1260090

DATE

November 7, 2012

AFFIDAVIT OF NONDISCRIMINATION, NONSEGREGATED FACILITIES
ANTI-COLLUSION AND BUSINESS RELATIONSHIPS

STATE OF OKLAHOMA

COUNTY OF MCCLAIN

The undersigned, of lawful age, being first duly sworn upon oath, deposes and states that I am the duly authorized agent of the Bidder submitting the attached bid and am authorized by said Bidder to execute the within affidavit.

I further swear that if said Bidder is successful on this project, it will not discriminate against anyone in employment or employment practice because of race, color, religion, sex, or national origin. The undersigned further states that said bidder will comply with all federal and state laws and execute orders concerning the subject of nondiscrimination.

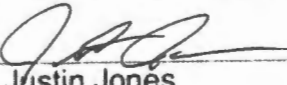
The undersigned further states that said Bidder does not and will not maintain or provide for its employees any segregated facilities as defined in the instructions to perform their services at any location under its control, where segregated facilities are maintained. The Bidder further agrees that violation of this certification is a breach of the equal opportunity clause of this bid and any contract awarded pursuant thereof. Said Bidder further agrees that (except where it has obtained identical certification from proposed subcontractors for specific periods), it will obtain identical certification from proposed subcontractors prior to the award of subcontractors exceeding Ten Thousand Dollars (\$10,000.00) which are not exempt from the provisions of the equal opportunity laws, and that said Bidder will retain such certifications in its files.

The undersigned further states that said Bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or engaged in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; and that the bidder-contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or other entity) any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

The undersigned further states that any partnerships, joint ventures, or other business relationships that are now in effect, or existed within one (1) year prior to this statement, with the Architect, Engineer, or other party to this project; or any other business relationships between any officer or director of the bidder and any other officer or director of the Architectural or Engineering firm or other party to the project are described as follows:

None of the business relationships hereinabove mentioned exist

NAME OF BIDDER Briggs Rainbow Buildings, Inc. dba BRB Roofing & Mfg.

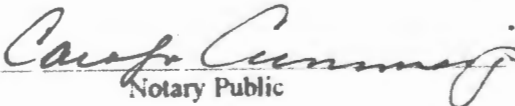
By: 
Justin Jones
Sales Manager

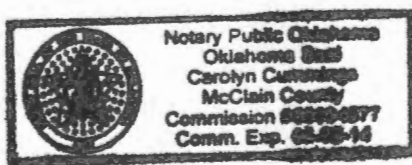
Affiant

Subscribed and sworn to before me on this 7th day of November, 20 12.

(Seal)

My Commission Expires: 05/08/14
Date


Notary Public





The Ohio Casualty Insurance Company

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Briggs Rainbow Buildings, Inc. dba BRB Roofing

of 3143 N 32nd St. Muskogee, OK 74401

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Fairfield, Ohio (hereinafter called the Surety), as Surety, are held and firmly bound unto

McAlester Public Schools

of 1100 East South Ave McAlester, OK

(hereinafter called the Obligee) in the penal sum of

*****Five Percent of Amount bid*****

Dollars \$ *****5%***** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated November 8, 2012 for

McAlester Public Schools Metal Roof at Puterbaugh M.S.

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: October 31, 2012

Briggs Rainbow Buildings, Inc. dba BRB Roofing
(Principal)

By: 

Justin Jones, Sales Manager

The Ohio Casualty Insurance Company

By: 

Susan E. Travis

(Attorney-in-Fact)

Principal: Briggs Rainbow Buildings, Inc. dba BRB
Roofing

POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY

Agency Name: Bancfirst Insurance Services Inc
dba Wilcox & McGrath

Obligee: McAlester Public Schools

Agent Code: 351132

Bond Number:

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Jennifer L. Deatherage, Ronald L. Hammond, Edward J. McGrath, Susan E. Travis of OKLAHOMA CITY, Oklahoma its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed **any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Fairfield, OH, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 12th day of July, 2011.



STATE OF WASHINGTON
COUNTY OF KING

Gregory W. Davenport Assistant Secretary

On this 12th day of July, 2011 before the subscriber, a Notary Public of the State of Washington, in and for the County of King, duly commissioned and qualified, came Gregory W. Davenport, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Seattle, State of Washington, the day and year first above written.



Notary Public in and for County of King, State of Washington
My Commission expires December 9, 2013

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 31st day of October 2012



David M. Carey Assistant Secretary



AIA Document A305

Contractor's Qualification Statement

1986 EDITION

This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Renaissance Architect, P.C.

ADDRESS: 11100 Stratford Drive, Suite A-100, Oklahoma City, OK 73120

SUBMITTED BY:

Corporation ☒ X

NAME: Briggs Rainbow Buildings, Inc. dba BRB Roofing & Mfg.

Partnership

ADDRESS: 1726 N. Green, Suite 900, Purcell, OK 73080

Individual

PRINCIPAL OFFICE: 3143 N. 32nd Street, Muskogee, OK 74401

Joint Venture

Other

NAME OF PROJECT (if applicable): McAlester Public Schools - Puterbaugh Middle School Metal Work

TYPE OF WORK (file separate form for each Classification of Work):

General Construction

_____ HVAC

Plumbing

_____ Electrical

Other -

(Please specify)

Copyright 1964, 1969, 1979, ©1986 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor? 37 Years
- 1.2 How many years has your organization been in business under its present business name? 37 Years
 - 1.2.1 Under what other or former names has your organization operated?
- 1.3 If your organization is a corporation, answer the following:
 - 1.3.1 Date of incorporation: 09/27/85
 - 1.3.2 State of incorporation: Oklahoma
 - 1.3.3 President's name: Doss Briggs
 - 1.3.4 Vice-president's name(s): Darlene Briggs VP(Officer); Shahn Corter VP (Non Officer)
 - 1.3.5 Secretary's name: Darla Briggs
 - 1.3.6 Treasurer's name: Dara Briggs
- 1.4 If your organization is a partnership,, answer the following:
 - 1.4.1 Date of organization:
 - 1.4.2 Type of partnership (if applicable):
 - 1.4.3 Name(s) of general partner(s):
- 1.5 If your organization is individually owned, answer the following:
 - 1.5.1 Date of organization:
 - 1.5.2 Name of owner:

- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
State of Oklahoma – Roofing Contractor. OK Registration # 80000190

- 2.2 List jurisdictions in which your organization's partnership or trade name is filed. N/A

3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its Own forces. Standing Seam Metal Roofing
- 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)
- 3.2.1 Has your organization ever failed to complete any work awarded to it? NO
- 3.2.2 Are there any judgments, claims arbitration proceedings or suits pending or outstanding against your organization or its officers? No
- 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? No
- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) No

- 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date. See Attached
- 3.4.1 State total worth of work in progress and under contract: Approximately \$3.8 M
- 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.
- 3.5.1 State average annual amount of construction work performed during the past five years: approximately \$5.5 Million
- 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

4. REFERENCES

4.1 Trade References:

MACSTEEL CO.	TULSA, OK	800-827-6772
PARAMOUNT METALS	TONITOWN, AR	479-361-9477
AMERICAN INDUSTRIAL	MUSKOGEE, OK	918-682-3357
TRIANGLE FASTENER	PITTSBURG, PA	412-321-5000
MCELROY METAL	SHREVEPORT, LA	800-677-2599
KEITH HARDWARE	FORT GIBSON, OK	918-478-2327

4.2 Bank References: Armstrong Bank
Muskogee, OK
918-681-7949*

4.3 Surety:

4.3.1 Name of bonding company: The Ohio Casualty Insurance Co.

4.3.2 Name and address of agent: Wilcox & McGrath
420 W. Broadway
Muskogee, OK 74401

5. FINANCING

5.1 Financial Statement.

- 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares

- 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:
- 5.1.3 Is the attached financial statement for the identical organization named on page one?
- 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary). This information can be provided; if required, at a later date.

- 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction? N/A

6. SIGNATURE

6.1 Dated this 7th day of November, 2012

Name of Organization: Briggs Rainbow Buildings, Inc. dba BRB Roofing & Mfg.

By: 
Justin Jones

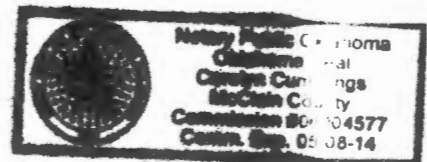
Title: Sales Manager

6.2

Mr. Justin Jones being
duly sworn deposes and says that the information provided herein is true and sufficiently complete so as
not to be misleading.

Subscribed and sworn before me this 7th day of November, 2012

Notary Public: 
My Commission Expires: May 8, 2014



Qualification Statement

3. Experience

3.5 Completed Projects

[illegible]

Qualification Statement

3. Experience

[illegible]

3. EXPERIENCE

3.6 Key Individuals of Briggs Rainbow Buildings, Inc. dba BRB Roofing

Doss Briggs, Sr. President & CEO

- Education: Northeastern State University, Bachelor of Science, Marketing
- Experience: Began his career with Briggs Rainbow Building, Inc. in 1986. Possesses a deep, working knowledge of all aspects of the BRB process, including: installation, estimating, production, and marketing.

Shahn Corter, Vice-President

- Education: Oklahoma State University, Associate Degree in Engineering Technology, Architectural and Industrial Design.
- Experience: Over 23 years in the construction industry in the design and production of aluminum frame buildings. Over 20 years in the metal roofing industry. Instrumental in the development of the WeatherBoss® Standing Seam Roof System, including trim and flashing details. Assisted in the development of the company's proprietary estimating program.

FORM BETWEEN CONTRACTOR AND OWNER

CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this 12th day of November, 2012, by
and
between McAlester Public Schools
(State or Other Entity)

acting by and through the Board of Education, party of the first part, hereinafter termed the "Owner",
and Briggs Rainbow Buildings, Inc., dba BRB Roofing & Manufacturing
party of the second part, hereinafter termed "Contractor".

WITNESSETH:

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

Metal Roof at Puterbaugh Middle School

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said contract; and,

WHEREAS, the Contractor, in response to said Solicitation for Bids, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the Owner, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above-described project, and has duly awarded this contract to said Contractor, for the sum named in the proposal, to wit:

Six Hundred Fifty-Four Thousand Six Hundred Dollars and Zero Cents

DOLLARS

(\$ 654,600.00)

Base Bid \$498,800 + Alt #1 \$142,500 + Alt #2 \$2,800 + Alt #3 \$10,500

FORM BETWEEN CONTRACTOR AND OWNER

CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this 12th day of November, 2012, by
and
between McAlester Public Schools
(State or Other Entity)

acting by and through the Board of Education, party of the first part, hereinafter termed the "Owner",
and Briggs Rainbow Buildings, Inc., dba BRB Roofing & Manufacturing
party of the second part, hereinafter termed "Contractor".

WITNESSETH:

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

Metal Roof at Puterbaugh Middle School

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said contract; and,

WHEREAS, the Contractor, in response to said Solicitation for Bids, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the Owner, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above-described project, and has duly awarded this contract to said Contractor, for the sum named in the proposal, to wit:

Six Hundred Fifty-Four Thousand Six Hundred Dollars and Zero Cents

DOLLARS

(\$ 654,600.00)

Base Bid \$498,800 + Alt #1 \$142,500 + Alt #2 \$2,800 + Alt #3 \$10,500

AGREEMENT FORMS
SECTION 00500

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

1. The Contractor shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract and the following Contract Documents:

Plans – G0.00, G0.301, Reference Drawings 2,4,7,10,12 and 19, A1.101, A1.301, A1.701, A1.711

A1.731, A2.101, A2.111, A3.101, A3.111, A3.211, A3.212, A3.213, S1.101, M1.101, E1.101

Specifications – Contractual and Technical

Addendums #1 and #2

All of which documents are on file in the office of the Owner, and are made a part of this Contract as fully as if the same were herein set out at length, with the following additions and/or exceptions.

- A. Contractor's Bid Form
- B. AIA Document A201 "General Conditions of the Contract for Construction"

2. The Contractor shall start work and shall complete the work as follows: Work shall be started within 10 calendar days after receipt of the Notice to Proceed and shall be completed within 250 consecutive calendar days after receipt of the Notice to Proceed.

3. Bonds and Insurance Requirements:

- A. The following bonds and insurance must be furnished on Contracts.
 - 1. For Contract amounts over \$50,000.00:
 - a. Performance Bond - 100% of Contract Amount.
 - b. Statutory Bond - 100% of Contract Amount.
 - c. Defect Bond - 100% of Contract Amount.
 - 1) General Construction Contract - One (1) Year
- B. No bonds are required on Contracts under \$50,000.00.
- C. Insurance Requirements on Contracts over \$50,000.00. See Specifications.
- D. Extended Warranties as per plans, specifications and addenda.

4. The Owner shall make payments to the Contractor in the following manner: On or about the 20th day of each month, the agency engineer, or other appropriate person, will make accurate estimates of the value, based on contract prices, of work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the agency engineer, or other appropriate person, such detailed information as he requests to aid him, as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit as required by State Law.

**AGREEMENT FORMS
SECTION 00500**

5. On completion of the work, but prior to the acceptance thereof by the Owner, it shall be the duty of the agency engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determination said official shall make his final certificate to the Owner.

The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled: said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainage) will be approved and paid.

6. The following affidavit must be signed by the contractor and notarized before this Contract will become effective.

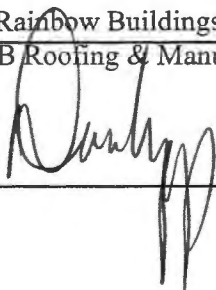
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three (3) duplicate originals, the day and year first above written.

PARTY OF THE SECOND PART:

CONTRACTOR:

Briggs Rainbow Buildings, Inc.,
dba BRB Roofing & Manufacturing

BY



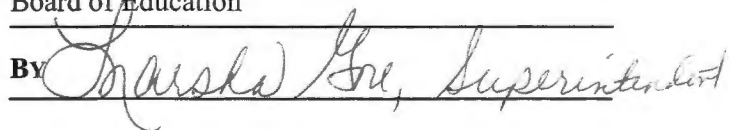
PARTY OF THE FIRST PART:

MCALISTER PUBLIC SCHOOLS

Acting by and through the:

Board of Education

BY



BY

AGREEMENT FORMS
SECTION 00500

AFFIDAVIT

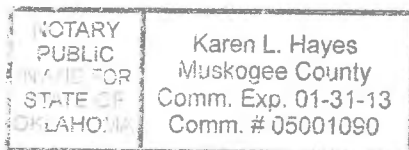
STATE OF Oklahoma)
) SS.
COUNTY OF Muskogee)

Doss Briggs, President, of lawful age, being first duly sworn, on oath states:

1. (s)he is the duly authorized agent of Briggs Rainbow Buildings, dba BRB Roofing & Mfg. the contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to any officer or employee of the Owner or to government personnel in order to procure said contract:
2. (s)he is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract; and
3. Neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the Owner any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

[Signature], President
Name/Title

Subscribed and sworn to before me this 29th day of November, 2012.



Karen L. Hayes
Notary Public (or Clerk or Judge)

My Commission expires:

1-31-2013

Commission Number:

05001090

End of Section

00500-4

AFFIDAVIT OF NONDISCRIMINATION, NONSEGREGATED FACILITIES
ANTI-COLLUSION AND BUSINESS RELATIONSHIPS

STATE OF Oklahoma

COUNTY OF Muskogee

The undersigned, of lawful age, being first duly sworn upon oath, deposes and states that I am the duly authorized agent of the Bidder submitting the attached bid and am authorized by said Bidder to execute the within affidavit.

I further swear that if said Bidder is successful on this project, it will not discriminate against anyone in employment or employment practice because of race, color, religion, sex, or national origin. The undersigned further states that said bidder will comply with all federal and state laws and execute orders concerning the subject of nondiscrimination.

The undersigned further states that said Bidder does not and will not maintain or provide for its employees any segregated facilities as defined in the instructions to perform their services at any location under its control, where segregated facilities are maintained. The Bidder further agrees that violation of this certification is a breach of the equal opportunity clause of this bid and any contract awarded pursuant thereof. Said Bidder further agrees that (except where it has obtained identical certification from proposed subcontractors for specific periods), it will obtain identical certification from proposed subcontractors prior to the award of subcontractors exceeding Ten Thousand Dollars (\$10,000.00) which are not exempt from the provisions of the equal opportunity laws, and that said Bidder will retain such certifications in its files.

The undersigned further states that said Bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or engaged in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; and that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or other entity) any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

The undersigned further states that any partnerships, joint ventures, or other business relationships that are now in effect, or existed within one (1) year prior to this statement, with the Architect, Engineer, or other party to this project; or any other business relationships between any officer or director of the bidder and any other officer of director of the Architectural or Engineering firm or other party to the project are described as follows:

NAME OF BIDDER

Briggs Rainbow Buildings, Inc. dba BRB Roofing & Mfg.

By: 

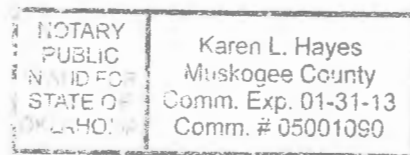
Affiant

Subscribed and sworn to before me on this 29th day of November, 2012.

(Seal)

My Commission Expires: 1-31-2013
Date

Karen L. Hayes
Notary Public



FELONY & SEX OFFENDERS — AFFIDAVIT

STATE OF Oklahoma)Date 11/29/12Muskege) SS COUNTY OF

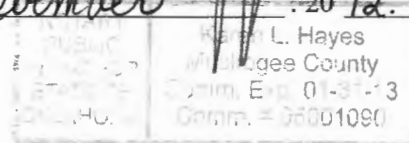
The undersigned person, of lawful age, being first duly sworn on oath, says that the laws, listed below, will be observed. Affiant further states that (s) he has made all possible efforts and provisions to ensure any employee or representative sent on school premises for the purposes of delivery and or services is not in violation of those laws.

- A. No person or business having a contract with a school or school district for services to be performed during normal school hours shall allow any employee to work on school premises if such employee is convicted in this state, United States or another state of:
1. Any sex offense subject to the Sex Offenders Registration Act in this state or subject to another state's or the federal sex offender registration provisions; or
 2. Any felony offense except as provided in subsection "C" of this section or when ten (10) years has elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the criminal offense.
- B. Every person or business having a contract for services with a school or school district where such services are to be performed on the school premises during normal school hours shall be required to sign a statement declaring that no employee working school premises under the authority of such person or business is in violation of the provisions of this section.
- C. The provisions of this section shall not apply to volunteers, persons performing community service hours under court order or persons performing services under a supervised work release program. Provided, however, persons performing community service hours or services under work release shall not be allowed to work on school premises at any time after having been convicted of any offense stated in paragraph 1 of subsection "A" of this section. (70 O.S. ss 101.48)

It is unlawful for any person registered pursuant to the Sex Offenders Registration Act to work with or provide services to children or to work on school premises, or for any person or business who offers or provides services to children or contract for work to be performed on school premises to knowingly and willfully allow any employee to work with children or to work on school premises who is registered pursuant to the Sex Offenders Registration Act. Upon conviction for any violation of the provisions of this subsection, the violator shall be guilty of a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00). In addition, the violator may be liable for civil damages. (57 O.S. ss 589)

VENDOR NAME BAB Footlock MfgAUTHORIZED SIGNATURE [Signature]Subscribed and sworn to me this 29th day of November, 2012.

(SEAL)

Haren L. Hayes Notary PublicMy commission expires: 1-31-2013

Return form to:

PLEASE RETURN FORM BY: _____

Project Title:

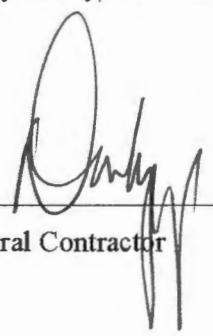
CLAIM OR INVOICE AFFIDAVITSTATE OF Oklahoma)

) SS

COUNTY OF Muskogee)

The undersigned (Architect, Contractor, Trade Contractor, Supplier, Engineer, or Supervisory Official), of lawful age, being first duly sworn, on oath says that this (Invoice, Claim or Contract) is true and correct. Affiant further states that the (Work, Services, or Materials) as shown by this invoice or Claim have been (Completed or Supplied) in accordance with the Drawings, Specifications, Orders, or Requests furnished to the Affiant. Affiant further states that (s)he has made no payment, given, or donated or agreed to pay, give, or donate, either directly or indirectly; to any elected official, officer, or employee of the

(1) Doss Briggs of money or any other thing or value to obtain payment or the award of this Contract.


 General Contractor

Subscribed and sworn to before me this 29th day of November, 2012.


Karen L. Hayes

Notary Public

My Commission Expires: 1-31-2013.

(1) Owner



McAlester City Council

AGENDA REPORT

Meeting Date: January 22, 2013
Department: City Manager
Peter J. Stasiak, City
Prepared By: Manager
Date Prepared: January 15, 2013

Item Number: 3
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider and Act Upon, to accept refund of \$11,250.00 from Mpower Economic Development Corporation for unused appropriation related to a previously unfilled staff position.

Recommendation

Motion to approve refund.

Discussion

MPower received appropriation from the City of McAlester for staffing in FY 12-13. This position was not filled for 4 ½ months.

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

01/15/13



McAlester City Council

AGENDA REPORT

Meeting Date: January 22, 2013
Department: City Manager
Peter J. Stasiak, City
Prepared By: Manager
Date Prepared: January 15, 2013

Item Number: 4
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider and Act Upon, approving the new City of McAlester Logo that was presented on January 8th by Marketing Alliance.

Recommendation

Motion to approve the new City of McAlester Logo.

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

01/15/13



MARKETING ALLIANCE

A MARKETING RESOURCE COMPANY

One-color Logo



One-color Logo on a dark background



Grayscale Logo





McAlester City Council

AGENDA REPORT

Meeting Date: January 22, 2013
Department: Finance
Prepared By: Toni Ervin
Date Prepared: January 15, 2013

Item Number: 5
Account Code: _____
Budgeted Amount: _____
Exhibits: 4

Subject

Consider, and act upon, declaring certain vehicles and equipment surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287.

Recommendation

Motion to declare certain vehicles and equipment surplus property and authorizing their sale. Motion to take two previously declared surplus items back into service. The Cell phones are equipment that have a total value of less than \$300.00. Staff recommends disposal, which may include, donation of the surplus cell phones to the Pittsburg County District Attorneys office for reprogramming and distribution to qualifying members of the public.

Discussion

There are several vehicles and pieces of equipment that are either no longer in service or not repairable. There are four lists attached. One list is from Fleet Maintenance Department for vehicles and equipment. Three lists are from the Information Technology department containing surplus equipment that works, equipment that is broken or not working, and a list of old cell phones. Staff recommends the vehicles and equipment lists attached need to be declared surplus. See Attached.

Staff recommends the two items listed below that were declared surplus now be taken off of surplus list and put back into service.

Declared Surplus on July 3, 2012 S-5 1994 International 1HTSHAAROSH644917
This truck is now in use at the landfill. This truck is currently being used at the landfill.

Declared Surplus on December 5, 2011 TC Flatbed Trailer
Traffic Control needs lighter weight trailer to haul orange barrels. They have a heavy duty trailer, but need the lighter weight one for small jobs.

Approved By

	Initial	Date
Department Head	T. Ervin	1/15/2013
City Manager	P. Stasiak <i>PJS</i>	1/15/2013

Vehicle Number	Make and Model	Serial and VIN Numbers
WP-3	2000 Ford Crown Vic	2FAFP72W1YX206769
	2000 Ford Crown Vic	2FAFP71WXYX206785
WW-1	1997 Ford Crown Vic	2FALP71WOVX214375
PK-30	1993 Chevy Caprice	1G1BL537XPR138469
BM-3	1993 Chevy Caprice	1G1BL5370PR138495
W-13	1993 Ford L 8000 Flush Truck	1FDYW82E1PVA14104
	1989 John Deere Tractor w/ Frt Loader	L02155R611672
UTM	Trailer with Bent Frame	
PK-11	1996 Dodge ½ Ton Truck	3B7HF13Z8TG148365
C-24	1991 Chevy Caprice	1G1BL5373MR117247
PK-8	1992 Chevy 1 Ton Trash Truck	1GBHC34F5NE191746
WW-6	1991 Dodge 1 Ton Truck	1BME3689MS231057
	Vermeer Wood Chipper	
LF-1	1996 Inter. Rolloff Truck	1HTSHADT4TH396941
Parks	Alamo-Model 88 Mott Mower	
Parks	Craftsman Lawn Mower LT1000	917272751

Cell Phone Surplus List

12-2012

LG	UX310	Helix	003CYEA0132316
LG	UX310	Helix	003CYQX0130460
LG	UX310	Helix	003CYXM0136594
LG	UX310	Helix	003CYQX0136364
LG	UX310	Helix	003CYML0136351
LG	UX310	Helix	003CYFT0131843
LG	UX310	Helix	003CYPY0136384
LG	UX310	Helix	003CYLH0132456
LG	UX310	Helix	003CYLH0136608
LG	UX310	Helix	003CYUK0136854
LG	UX310	Helix	003CYSF0136366
LG	UX310	Helix	003CYKJ0130469
LG	UX310	Helix	003CYFT0132059
LG	UX310	Helix	003CYSF0136798
LG	UX310	Helix	003CYYQ0130458
LG	UX310	Helix	003CYVU0136407
LG	UX310	Helix	003CYSF0132070
LG	UX310	Helix	003CYLH0136632
LG	UX310	Helix	003CYML0136375
LG	UX310	Helix	003CYKJ0136853
LG	UX310	Helix	003CYNL0136855
LG	UX310	Helix	003CYUK0136630
LG	UX310	Helix	003CYZP0136845
LG	UX310	Helix	003CYPY0132472
LG	UX310	Helix	003CYVF0130475
LG	UX310	Helix	003CYWC0136401
LG	UX310	Helix	003CYXM0132322
LG	UX310	Helix	003CYKJ0131765
LG	UX310	Helix	003CYGW0130463
LG	UX310	Helix	003CYFT0136403
LG	UX310	Helix	003CYFT0132323
LG	UX310	Helix	003CYWC0136377
LG	UX310	Helix	003CYZP0136365
LG	UX310	Helix	003CYQX0136892
LG	UX310	Helix	003CYKJ0136373
LG	UX310	Helix	003CYRN0132062
LG	UX310	Helix	003CYXM0130474
LG	UX310	Helix	003CYQX0136388
LG	UX310	Helix	003CYML0136903
LG	UX310	Helix	003CYBD0136429
LG	UX310	Helix	003CYHE0174937

LG	UX310	Helix	003CYXM0136426
LG	UX310	Helix	003CYEA0130468
LG	UX310	Helix	003CYZP0132429
LG	UX310	Helix	003CYQX0136460
LG	UX310	Helix	003CYZP0136605
LG	UX310	Helix	003CYBD0132037
LG	UX310	Helix	003CYMR0132315
LG	UX310	Helix	003CYDG0132050
LG	UX310	Helix	003CYCV0131779
LG	UX310	Helix	003CYKJ0132317
LG	UX310	Helix	003CYRN0154742
LG	UX310	Helix	003CYSF0136390
LG	UX310	Helix	003CYTB0130465
LG	UX310	Helix	003CYSF0132430
LG	UX310	Helix	003CYDG0136874
LG	UX310	Helix	003CYPY0136360
LG	UX310	Helix	003CYAS0130472
LG	UX310	Helix	003CYAS130032
LG	UX310	Helix	003CYRN0132446
LG	UX310	Helix	003CYXM0136306
LG	UX310	Helix	003CYWC0136809
LG	UX310	Helix	003CYMR0130467
LG	UX310	Helix	003CYQX0132428
LG	UX310	Helix	003CYCV0132235

MOTOROLA W385	G296JNLXRN
MOTOROLA W385	G296JQ380N
MOTOROLA W385	G296LUXBW
MOTOROLA W385	G296JQ9T42
MOTOROLA W385	G296JQ9STK
MOTOROLA W385	G296JQ0TNS
MOTOROLA W385	G296JQ42CJ
MOTOROLA W385	G296JQ9V9R
MOTOROLA W385	G296JQ9SQG
MOTOROLA W385	G296JQ9T7P
MOTOROLA W385	G296JQ9T5W
MOTOROLA W385	G296JQ38QK
MOTOROLA W385	G296JQ3QVP
MOTOROLA W385	G296JQ9STQ
MOTOROLA W385	G296J859S4
MOTOROLA W385	G296JQ38QZ
MOTOROLA W385	G296JQ9STB
MOTOROLA W385	G296JQ9SPS
MOTOROLA W385	G296JQ98M9
MOTOROLA W385	G296JQ9T58
MOTOROLA W385	G296JQ9SNM

MOTOROLA W385
MOTOROLA W385
MOTOROLA W385
MOTOROLA W385
MOTOROLA W385
MOTOROLA W385
MOTOROLA W385
MOTOROLA W385

G296JQ9SSM
G296JQ9SPF
G296JQ9SNT
G296JQ9SMF
G296JQ9SPJ
G296JQ3QWF
G296JQ9SPG
G296JQ9VBC
G296JQ9TPW

BLACKBERRY CURVE 8330
BLACKBERRY CURVE 8330
BLACKBERRY CURVE 8330
BLACKBERRY CURVE 8330
BLACKBERRY CURVE 8330
BLACKBERRY CURVE 8330
BLACKBERRY CURVE 8330
BLACKBERRY CURVE 8330
BLACKBERRY CURVE 8330
BLACKBERRY CURVE 8530
BLACKBERRY CURVE 8530
BLACKBERRY CURVE 8530
BLACKBERRY CURVE 8530
BLACKBERRY CURVE 8530
BLACKBERRY CURVE 8530
BLACKBERRY CURVE 8530
BLACKBERRY CURVE 8530
BLACKBERRY CURVE 7280

07611897929
07611897937
07611897875
07611897925
07611897803
07611897927
8047F129
07611897847
07611897931
803C41F7
80765C17
806F211E
801D936E
8087C15C
8043FC88
807EE1CF
8008C3CD
201DAE3C

Equipment Disposal List 12-2012

HP	19" monitor	CNK6240T29
HP	Photosmart 7760 printer	MY41H2121K
HP	Deskjet 6840 printer	MY5A84R1HP
HP	Deskjet 6840 printer	MY5A84R0K5
HP	Officejet 6310 printer	CN85MFV16K
HP	19" monitor	CNK6240SY3
HP	Pavilion A305W	CNC3370WJB
HP	XW4600 PC	2UA8090tG5
HP	XW4300 PC	2UA6330K3H
HP	XW4300 PC	2UA62712SS
HP	Pavilion 700 PC	MX20162901
HP	Laserjet P2015	CNBJN16862
HP	Pavilion A250N PC	MXK3410ML6
HP	Pavilion A250N PC	MXK3190H71
HP	Pavilion A250N PC	MXK3310HSB
HP	Pavilion A250N PC	MXK390G87
HP	XW4400 PC	2UA7070V86
HP	Pavilion 7955	MX13973593
HP	Pavilion 700	MX209076719
HP	Officejet 7300 printer	MY64EQ83DG
HP	Officejet 7680 printer	MY7C1750HH
HP	Officejet 7590 printer	MY81N12044
HP	Deskjet 960C printer	MY25P191TY
HP	C5280 printer	MY7950C28J
HP	Laserjet P2055N printer	CNBJC42303
SONY	19" monitor	3211046
IBM	Netvista PC	1S831026UKAY4386
IBM	Netvista PC	1S831026UKAY4529
IBM	Thinkcentre PC	KCBG5TM
IBM	Thinkcentre PC	L1TA1RG
IBM	Thinkcentre PC	KCAW6DT
IBM	Thinkcentre PC	KCMA6N2
Dell	17" monitor	CNU493146633531OVEL
Compaq	20" monitor	CN4018072M
Compaq	PC	CNC3230MWT
Compaq	19" monitor	CNNHA0T571
Compaq	19" monitor	604813-001
Emachine	W3107 PC	CCA5C50006664

Cisco	24 port switch	FAB0447M0WQ
PC Clone	PC	No Serial Number
Nec	17" monitor	31107373YA
VCON	Media Connect PC	12300128
APC	UPS	JB0652011228
APC	UPS	AS031433Z291
APC	UPS	QS0523140339
APC	UPS	PB0015134862
Zoom	Cable Modem	220052410203G0210

Equipment Surplus List

12-15-2012

Motorola	900mhz antenna	0A003E94DDC7
Motorola	900mhz antenna	0A003E94CC01
Motorola	900mhz antenna	0A003E94DDD1
Motorola	900mhz antenna	0A003E94DF5A
Motorola	900mhz antenna	0A003E94DE1F
Motorola	900mhz antenna	0A003E94DDBA
Motorola	900mhz antenna	0A003E94DDC8
Motorola	900mhz antenna	0A003E927571
Motorola	900mhz CCM	406641
Motorola	900mhz antenna	0A003E94CD4C
Motorola	900mhz antenna	0A003E94CCAC
Motorola	900mhz antenna	0A003E94CCC7
Motorola	900mhz antenna	0A003E94CCD2
YDI	2.4mhz radio	No Serial Number
YDI	2.4mhz COR-1100	02UT26251239
YDI	2.4mhz ROR-1000	02UT27260037
YDI	2.4mhz AP-3	0022D48030D
YDI	2ft 5.3mhz dish	No Serial Number
YDI	Radio Box	No Serial Number
YDI	Radio Box	No Serial Number
YDI	Radio Box	No Serial Number
Smartsight	5.3ghz antenna	18920
Smartsight	5.3ghz antenna	18918
Netgear	24port switch	FS52A27006150
HP	Deskjet D4360 printer	TH95N17288
1 box	Misc. computer cables	
1 box	Misc. computer parts	
2 boxes	Misc. broadband parts	
1 box	Misc. computer parts	

SURPLUS LIST AS OF 1/15/2013

RUNNING

WP-3	2000 FORD CROWN VIC	VIN# 2FAFP72W1YX206769	WAS HIT IN FRONT END
	2000 FORD CROWN VIC	VIN# 2FAFP71WXYX206785	
WW-1	1997 FORD CROWN VIC	VIN# 2FALP71W0VX214375	
PK-30	1993 CHEV CAPRICE	VIN# 1G1BL537XPR138469	
BM-3	1993 CHEV CAPRICE	VIN# 1G1BL5370PR138495	
W-13	1993 FORD L 8000 FLUSH TRUCK	VIN# 1FDYW82E1PVA14104	
	1989 JD TRACTOR WITH FRONT LOADER	VIN# L02155R611672	
UTM	TRAILER WITH BENT FRAME		
W-25	1985 JOHN DEERE 410B BACKHOE	VIN# T0410BB723301	
W-10	1985 JOHN DEERE 710C BACKHOE	VIN# T0710CJ774471	

NOT RUNNING

PK-11	1996 DODGE ½ TON PU	VIN# 3B7HF13Z8TG148365	BAD TRANS & FRONT END
C-24	1991 CHEV CAPRICE	VIN#1G1BL5373MR117247	HAS BLOWN ENGINE
C-37	1992 CHEVY 1 TON TRASH TRUCK	VIN# 1GBHC34F5NE191746	HAS BLOWN ENGINE
WW-6	1991 DODGE 1 TON	VIN# 1B6ME3689MS231057	HAS BAD TRANSMISSION
LF	1996 INTER LANDFILL ROLLOFF	VIN# 1HTSHADT4TH396941	HAS BLOWN ENGINE
PKS	VERMEER WOOD CHIPPER		HAS BLOWN ENGINE
PKS	ALAMO-MODEL 88 MOTT-FLAIL MOWER		WOULD COST TO MUCH TO REPAIR
PKS	CRAFTSMAN LAWN MOWER. LT1000	SERIAL #040203A011002	WOULD COST TO MUCH TO REPAIR
LF-7	1997 FORD PICKUP	VIN # 3FTHF26F3VMA55748	
	2002 CHEV TAHOE	VIN# 1GNEK13Z32R234896	
	18-TRASH DUMPSTERS (2 & 3 YARDS)		



McAlester City Council

AGENDA REPORT

Meeting Date: January 22, 2013
Department: Community Services
Prepared By: Mel Priddy, Director
Date Prepared: January 15, 2013

Item Number: 6
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider and Act Upon, authorizing the Mayor to sign the lease agreement between the City of McAlester and the United States of America-Federal Aviation Administration Lease No. DTFACN-13-L-00151, term beginning February 1, 2013 and ending on September 30, 2022.

Recommendation

Motion to approve authorizing the Mayor to sign said lease.

Discussion

Attachment - Lease

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

01/15/13



U.S. Department
of Transportation
**Federal Aviation
Administration**

Southwest Region
Logistics Service Area

2601 Meacham Blvd.
Fort Worth, Texas 76137

JAN 04 2013

City of McAlester, Oklahoma
Mr. Mel Priddy, Community Services Director
P.O. Box 578
McAlester, OK 74502

Dear Mr. Priddy:

Subject: Expired Lease No. DTFASW-06-L-00074
Succeeding Lease No. DTFACN-13-L-00151
Equipment Space
McAlester Regional Airport
McAlester, Oklahoma

The Federal Aviation Administration's (FAA) Lease No. DTFASW-06-L-00074 providing the FAA with space for the SSU/Equipment, located at McAlester Regional Airport, McAlester, Oklahoma, expired on September 30, 2010, and is operating under the provision of Article 20, Holdover.

The FAA has completed the space reduction to Room 113/Telco Room, and has a continuing need to lease this space as an equipment room for FAA-owned navigational aid equipment in support of McAlester Regional Airport. As stated in the lease, the rental compensation is \$3,800.00 per annum, for the term beginning February 1, 2013 and ending September 30, 2022.

Please have an authorized official sign and date the lease document, the Municipal Certificate completed and return to the FAA in the enclosed self-addressed envelope. If you have any questions, please contact me via email at jason.fitzgerald@faa.gov or by phone at 817-222-4361.

Sincerely,

Jason W. Fitzgerald
Real Estate Contracting Officer

2 Enclosures

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
ANTENNA AND RACK SPACE LEASE
FOR REAL PROPERTY**

DTFACN-13-L-00151

Telco Room, Rm 113

MLC - McAlester, Oklahoma

1. THIS LEASE is entered into by and between CITY OF MCALESTER, OKLAHOMA whose interest in the property hereinafter described is that of owner, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT or FAA:

WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION (10/96) - The LESSOR hereby leases to the GOVERNMENT the following described premises: Approximately 280 square feet of rentable space for installed Government-owned equipment in Room 113/Telco Room, as shown on Drawing MLC-AFSS-A-1, hereinafter referred to as Exhibit "A", in the building located at 102 Airport Rd. McAlester, OK 74501, at McAlester Municipal Airport, McAlester, Oklahoma.

LESSOR also grants to the GOVERNMENT a cable easement extending from Room 113 under the raised floor to a connection bulkhead under the floor in the Room 114/Automation Room, and continuing under the floor to antennas located on Tower No. 2, as identified on Drawing MLC-D-AFSSBL-350, hereinafter referred to as Exhibit "B".

LESSOR also grants to the GOVERNMENT the right to access Room 122/Mechanical Room at all times to ensure the proper operation of the equipment in the Telco Room.

The Government's use of the leased premises and the easements granted herein shall be related to the FAA's activities in support of Air Traffic operations.

3. TERM (1/01) - To have and to hold, for the term commencing on February 1, 2013, and continuing through September 30, 2022, inclusive, PROVIDED that adequate appropriations are available from year to year for the payment of rentals.

4. CANCELLATION (8/02) -The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, by giving at least ninety (90) days' notice in writing to the LESSOR. No rental will accrue after the effective date of termination. Said notice will be computed commencing with the day after the date of mailing.

5. RENTAL (10/96) - Rent in the amount of \$3,800.00 per annum will be payable at the rate of \$950.00 per Government fiscal quarter to the LESSOR in arrears and will be due on the first workday, without the submission of invoices or vouchers, subject to available appropriations. Rent will be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a quarter will be prorated. Checks will be made payable to: City of McAlester.

2.6.2 Antenna and Rack Space Template

Revised April 2010

OMB Control No. 2120-0595

6. SERVICES AND UTILITIES – The following services and utilities will be provided by LESSOR as part of rent. Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The GOVERNMENT will have access to the leased premises at all times, including the use of electrical services, without additional payment.

- ELECTRICITY
- HVAC (68 – 74 DEG. F)
- SNOW REMOVAL
- GROUND MAINTENANCE

7. FUNDING RESPONSIBILITY FOR GOVERNMENT FACILITIES (10/96) - The LESSOR agrees that any relocation, replacement, or modification of any existing or future Government facilities covered by this Lease during its term or any renewal thereof made necessary by airport improvements or changes which in the Government's opinion interfere with the technical and/or operational characteristics of the Government facilities will be at the expense of the LESSOR, except when such improvements or changes are made at the written request of the Government. In the event such relocation's, replacements, or modifications are necessitated due to causes not attributable to either the LESSOR or the Government, funding responsibility shall be determined by the Government.

8. PARKING – At no additional cost to the government, the LESSOR shall provide two (2) off-street parking spaces at the leased premises for the vehicles of GOVERNMENT personnel performing maintenance of the installed equipment.

9. CABLES - Any cables associated with this facility from Tower No. 2 to the Telco Room will remain the property of the FAA.

10. TOWER ACCESS – The Lessor shall furnish and maintain a 40-foot free-standing tower, identified as Tower No. 2, separate and adjacent to the leased premises. The Government shall have the right to install and maintain coaxial cable and radio antennas on Lessor's tower to meet technical requirements.

11. GENERAL CLAUSES:

a. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the LESSOR and no further rental will be due.

b. MAINTENANCE OF THE PREMISES (10/96) - The LESSOR will maintain the demised premises, including the grounds, all equipment, and fixtures, appurtenances furnished by the LESSOR under this lease, in good repair.

c. FAILURE IN PERFORMANCE (10/96) - In the event the LESSOR fails to perform any service, provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or

2.6.2 Antenna and Rack Space Template

Revised April 2010

OMB Control No. 2120-0595

meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the GOVERNMENT on this lease.

d. CONTRACT DISPUTES (11/03) - All contract disputes arising under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. § 46110 and will apply only to final agency decisions. The LESSOR may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All Contract Disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Ave., SW
Room 323
Washington, DC 20591
Telephone: (202) 267-3290
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

e. INTERFERENCE (10/08) - Should interference with the LESSOR's facility occur due to the FAA operations, FAA shall correct the problem immediately. If the LESSOR's facility interferes with FAA's equipment then the LESSOR will correct the problem immediately.

f. NOTICES (10/96) - All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

Lessor:	Government:
City of McAlester	Department of Transportation
P.O. Box 578	Federal Aviation Administration
McAlester, OK	Real Estate & Utilities Group, ASW-53
	2601 Meacham Blvd.
	Fort Worth, TX 76137

g. The following clauses are incorporated by reference: The full text of these clauses can be found in the Real Estate Template "Standard Space Lease Form" via the Internet at <http://fast.faa.gov>

-DEFAULT BY LESSOR (10/96)

-COMPLIANCE WITH APPLICABLE LAWS (10/96)

2.6.2 Antenna and Rack Space Template

Revised April 2010

OMB Control No. 2120-0595

- OFFICIALS NOT TO BENEFIT (10/96)
- COVENANT AGAINST CONTINGENT FEES (8/02)
- ANTI-KICKBACK (10/96)
- EXAMINATION OF RECORDS (10/96)
- SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96)
- LESSOR'S SUCCESSOR (10/96)
- CENTRAL CONTRACTOR REGISTRATION-REAL PROPERTY (10/06)
- PAYMENT BY ELECTRONIC FUND TRANSFER (10/06)
- NO WAIVER
- ASSIGNMENT OF CLAIMS

IN WITNESS WHEREOF, the parties hereto have signed their names: (10/96)

8a. NAME AND TITLE OF LESSOR/OWNER <i>(Type or Print)</i>	8b. SIGNATURE OF OWNER	8c. DATE
THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.		
9a. NAME OF REAL ESTATE CONTRACTING OFFICER <i>(Type or Print)</i>	9b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER	9c. DATE
Jason W. Fitzgerald		

MUNICIPAL CERTIFICATE

I, _____, certify that I am the _____ of the
(Name) (Title)
_____ named in the foregoing agreement; that
_____ who signed said agreement on behalf of said Public
authority and was then _____ of that Public Authority and said
agreement was duly signed for and in behalf of said _____ by
authority of its governing body, and is within the scope of its powers.

(Authority Seal)

(Signature)

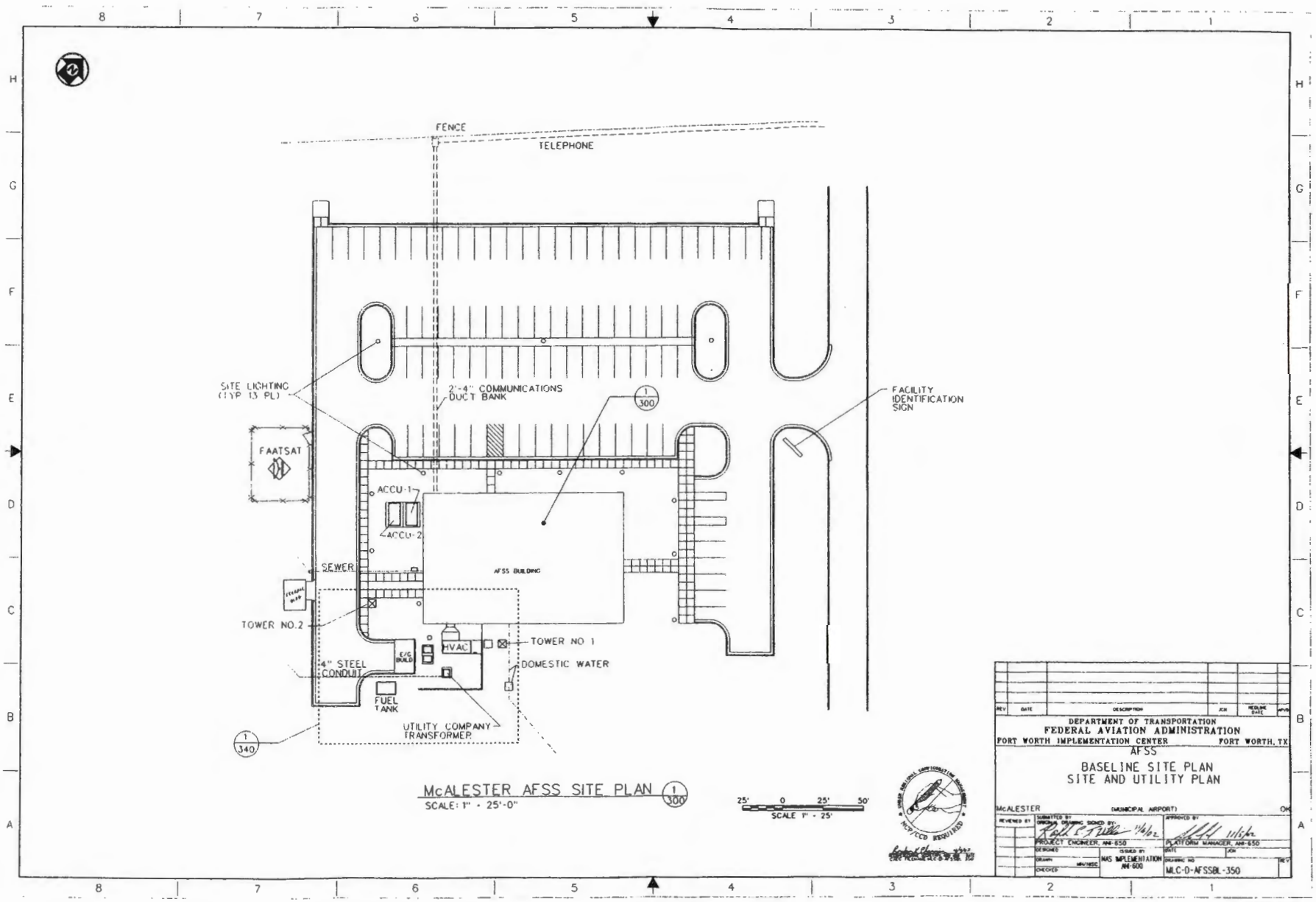
2.6.2 Antenna and Rack Space Template

Revised April 2010

OMB Control No. 2120-0595

THESE DRAWINGS WERE PREPARED BY THE AIR FORCE ENGINEERING CENTER, WRIGHT-PATTERSON AIR FORCE BASE, OHIO

FOR OFFICIAL USE ONLY (FOUO)



REV	DATE	DESCRIPTION	APP	REVISION	DATE
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION FORT WORTH IMPLEMENTATION CENTER FORT WORTH, TX AFSS BASELINE SITE PLAN SITE AND UTILITY PLAN					
SUBMITTED BY DRAWING DESIGNED BY PROJECT ENGINEER, AEE-850		APPROVED BY (MUNICIPAL AIRPORT) PLATFORM MANAGER, AEE-850			
DESIGNED BY CHECKED BY		DESIGNED BY CHECKED BY			
AUS IMPLEMENTATION AEE 600		MLC-D-AFSSBL-350			

EXHIBIT "B"



McAlester City Council

AGENDA REPORT

Meeting Date: 01/22/13
Department: Fire Department
Prepared By: Brett Brewer
Date Prepared: 01/15/13

Item Number: 7
Account Code: _____
Budgeted Amount: _____
Exhibits: 6

Subject

Discussion, and possible action, on approval of a bid award for SCBA's (Self Contained Breathing Apparatus) to Chief Fire & Safety.

Recommendation

Motion to approve a bid award to purchase 6 new and unused SCBA'S (self contained breathing apparatus) with 8 replacement cylinders, in the amount of \$30,320.00. Funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Discussion

Recently, Pittsburg County advertised for new SCBA'S with replacement cylinders, on behalf of the McAlester Fire Department. The bid proposals were received and opened. They were reviewed by the Pittsburg County Commissioners and met minimum requirements.

The McAlester Fire Administration now recommends the award of the bid, in the amount of \$30,320.00, to be given to Chief Fire & Safety.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		BB	01/15/13
City Manager	P. Stasiak		01/15/13

Pittsburg County, Oklahoma
COUNTY PURCHASING OFFICE
 Pittsburg County Court House
 McAlester, Oklahoma
 Phone: (918) 423-4934

INVITATION TO BID

PLEASE REVIEW TERMS AND CONDITIONS ON REVERSE
 SIDE RELATING TO SUBMISSION OF THIS BID.

Notarized Affidavit completions and signature required on reverse side.

DATE ISSUED

10-Dec-12

PAGE 1 OF

BID NUMBER Bid # 10		BID CLOSING DATE AND HOUR December 26, 2012 @ 10:00AM		REQUIRED DELIVERY DATE <small>Days after award of Purchase Order</small>	
TERMS: NET 30 DAYS				DATE OF DELIVERY: 30 DAYS ARO	
Item	Quantity	Unit of issue	DESCRIPTION	Unit Price	Total
			<p>Pittsburg County Commissioners wishes to advertise for the following equipment to be paid for with County Fire Tax dollars for the McAlester Fire Department:</p> <p>Six (6) Self-Contained Breathing Apparatus and Eight (8) additional cylinders</p> <p>SEE SPECIFICATIONS ATTACHED.</p> <p>*SCBA DETAILS & PRICES ATTACHED*</p>		

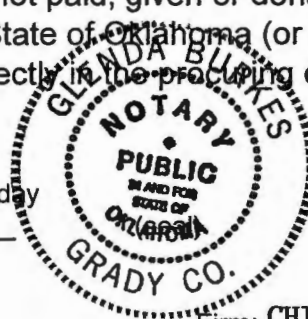
TERMS AND CONDITIONS

1. Sealed bids will be opened in the Commissioner's Conference Room, Pittsburg County Courthouse, McAlester, Oklahoma, at the time and date shown on the invitation to bid form.
2. Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with bid number and closing date written on the outside of the envelope.
3. Unit prices will be guaranteed correct by the bidder.
4. Firm prices will be F.O.B. destination.
5. Purchases by Pittsburg County, Oklahoma, are not subject to state or federal taxes.
6. This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
7. Oklahoma laws require each bidder submitting a bid to a county for goods or services to furnish a notarized sworn statement of non-collusion. A form is supplied below.
8. Bids will be firm until delivered.

(DATE)

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity; quality or price in the prospective contract or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn before this 20TH day
of DECEMBER 2011 2012



Firm: CHIEF FIRE & SAFETY CO, INC

My commission expires 11/14/2015

Signed by: [Signature]

Title: SALES MANAGER

(MANUAL SIGNATURE OF UNDERSIGNED)

[Signature: Glenda B. Grady]

NOTARY PUBLIC (CLERK OR JUDGE)

#99018028

Address: PO BOX 1214 Phone: 800-654-4060

City: CHICKASHA State: OKLAHOMA

Zip: 73023-1214

NOTE: Other terms and conditions can be added at the discretion of the county officers.



"Protection of Life and Property is Our Goal"

Fire & Safety Co., Inc.

PO Box 1214 927 South 4th Street
Chickasha, Oklahoma 73023
Federal ID # 73-1032744
Phone: 405-224-2596 Fax: 405-224-2653
Toll Free: 1-800-654-4060

Sealed Bid
S.C.B.A.s & Cylinders
Bid # 10

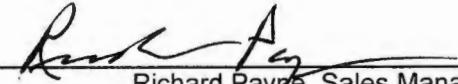
To:
Pittsburg County, Oklahoma
County Purchasing Office
Pittsburg County Court House
McAlester, Oklahoma

Bid Date:	<u>12/20/2012</u>
Estimated Ship Date:	<u>30 Days ARO</u>
Shipped Via:	<u>Best Way</u>
F.O.B.	<u>McAlester F.D.</u>
Terms:	<u>Net 30 Days</u>

Quantity	Description	Unit Price	Total
6	ISI - Z7-4-06-02-00-02-I Viking Z7 SCBA with a 4500 PSI, 45 Minute Carbon Cylinder, Airswitch Mask with Integrated Voice Amp & Integrated Pass Device	\$ 4,145.00	\$ 24,870.00
6	ISI - 124003 4500 PSI, 45 Minute Carbon Cylinder	\$ 720.00	\$ 4,320.00
2	ISI - 124002 4500 PSI, 30 Minute Carbon Cylinder	\$ 565.00	\$ 1,130.00

\$ 30,320

Option:
Trade In Any Old S.C.B.A. & Receive \$ 500.00 each
Off the Purchase of a New S.C.B.A.


Richard Payne, Sales Manager

***This sealed bid is valid for 30 days. Thereafter it is subject to change without notice.
Thank you for your continued support of Oklahoma owned and operated businesses and the
Oklahoma economy.***

RESOLUTION

To
Advertise

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, December 10, 2012.

WHEREAS, the Board of County Commissioners wishes to advertise for the following equipment to be paid for with County Fire Tax dollars for the McAlester Fire Department:

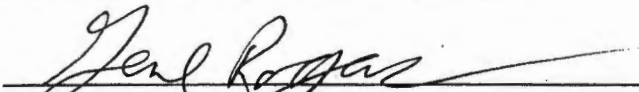
Six (6) Self-Contained Breathing Apparatus
& Eight (8) Additional Cylinders

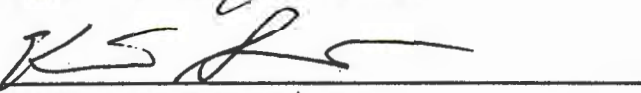
A bid package containing complete specifications and an "Invitation to Bid" are available at the Pittsburg County Clerk's Office, 115 E. Carl Albert Parkway, Room 103, McAlester, Oklahoma or online at pittsburg.okcounties.org.

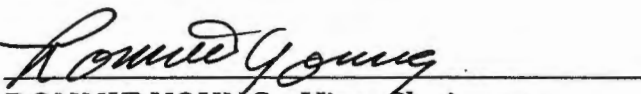
THEREFORE, each competitive bid submitted to the county must be accompanied with an affidavit for filing with the competitive bid form, as required by 61 O.S. § 138.

Sealed bids will be received and filed with the Pittsburg County Clerk and opened on Wednesday, December 26, 2012 at 10:00 a.m. in the conference room of the Board of County Commissioners, Pittsburg County Courthouse, 115 E. Carl Albert Parkway, McAlester, Oklahoma. Contract will be awarded to the lowest or best bidder. The Board of County Commissioners, Pittsburg County, reserves the right to reject all bids and re-advertise.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

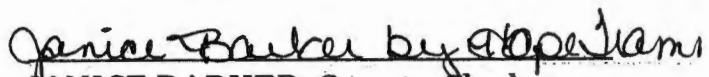

GENE ROGERS, Chairman


KEVIN SMITH, Member


RONNIE YOUNG, Vice Chairman



ATTEST:


JANICE BARKER, County Clerk

SPECIFICATIONS FOR S.C.B.A.'S WITH SPARE CYLINDERS

(Self-Contained Breathing Apparatus)

1.0 INTRODUCTION

1.1 The purpose of this specification is to establish minimum standards and guidelines for the supply of six (6) pressure demand (positive pressure) open circuit self-contained compressed air breathing apparatuses; along with eight (8) spare cylinders. Six (6) cylinders to be 4500 psi, 45 minute carbon cylinders and two (2) cylinders shall be a 4500 psi, 30 minute carbon cylinders.

2.0 GENERAL REQUIREMENTS

2.1 The apparatus covered by this specification shall be of the open circuit compressed air pressure demand (positive pressure) type.

Bidder Complies: Yes ☒ No ☐

2.2 It shall be certified by the National Institute for Occupational Safety and Health (NIOSH) and the Mine Safety and Health Administration (MSHA) for use as either a 30 minute, 45 minute, or 60 minute rated duration breathing apparatus. Additionally the apparatus must be in compliance with all of the performance requirements of the National Fire Protection Association's 2007 Edition of their NFPA 1981 and 1982 standard.

Bidder Complies: Yes ☒ No ☐

3.0 GENERAL COMPONENTS

3.1 The apparatus shall consist of the following major components:

3.1.1 Two-piece composite backframe assembly with universal cylinder band to accommodate a variety of cylinders from 2216 psi to 4500 psi; 30, 45, 60-minute duration.

Bidder Complies: Yes ☒ No ☐

3.1.2 A double curve facemask, available in 3 different sizes with permanent Anti-fog and hard coated visor. Facemask should have inner mask that will accommodate "end of service alarm" light display, waterproof microphone for VAS communications, and a spectacle kit mounted on the nosecup.

Bidder Complies: Yes ☒ No ☐

3.1.3 Integrated Air Switch Regulator that allows switching from ambient air to cylinder air instantly.

Bidder Complies: Yes ☒ No ☐

3.1.4 Quick release harness assembly.

Bidder Complies: Yes ☒ No ☐

3.1.5 Enclosed "end of service alarms" (bell and in-mask display).

Bidder Complies: Yes ☒ No ☐

3.1.6 Integrated 2nd stage regulator built into facemask along with the heads-up light display that is completely submersible for easy cleaning and disinfecting.

Bidder Complies: Yes ☒ No ☐

3.1.7 Fully sealed first stage pressure reducer.

Bidder Complies: Yes ☒ No ☐

3.1.9 Voice Amplification System.

Bidder Complies: Yes ☒ No ☐

3.1.10 Control Console with integrated VAS and PASS.

Bidder Complies: Yes ☒ No ☐

3.1.11 Universal cylinder spoon to accommodate all SCBA cylinders.

Bidder Complies: Yes ☒ No ☐

4.0 PNEUMATIC ASSEMBLY

4.1 The 1st stage sealed pressure reducer shall be protected inside the 2-piece backframe assembly.

Bidder Complies: Yes ☒ No ☐

4.2 The 1st stage pressure reducer shall be connected to the cylinder valve by a 3/16" bore, covered stainless steel and fire retardant rubber wrap over P.T.F.E. high pressure hose.

Bidder Complies: Yes ☒ No ☐

4.3 The 1st stage pressure reducer shall have a double spring and a piston that requires no adjustment.

Bidder Complies: Yes ☒ No ☐

4.4 The 1st stage pressure reducer shall incorporate a self-seating pressure relief valve to prevent high-pressure air from entering the low-pressure side of the assembly and shall require no adjustment.

Bidder Complies: Yes ☒ No ☐

4.5 All hoses shall attach to the 1st stage pressure reducer by means of "U" clips with "O" ring seals. High pressure and low-pressure hoses shall be of different sizes so they can only be fitted in their respective positions; all hoses shall then be retained in reducer body by a cover screwed to the reducer body.

Bidder Complies: Yes ☒ No ☐

4.6 The 1st stage pressure reducer shall be capable of working at full input cylinder pressure of either 2216 psi or 4500 psi with no modification or adjustment.

Bidder Complies: Yes ☒ No ☐

4.10 Any of the solid state components shall be waterproof and intrinsically safe.

Bidder Complies: Yes ☒ No ☐

4.11 The RIC fitting shall include a self-checking valve to prevent over pressurizing of a cylinder without venting air to atmosphere.

Bidder Complies: Yes ☒ No ☐

5.0 AirSwitch SECOND STAGE DEMAND VALVE

5.1 The second stage regulator shall be integrated into the facemask and will be able to be submersed in disinfectant and water.

Bidder Complies: Yes ☒ No ☐

5.2 The second stage regulator will incorporate a fresh air mode that allows switching from ambient air to cylinder air instantly.

Bidder Complies: Yes ☒ No ☐

5.3 The second stage regulator will incorporate the inhalation and exhalation into one component.

Bidder Complies: Yes ☒ No ☐

5.4 The second stage regulator shall not protrude from the facemask more than 1 1/2 inches.

Bidder Complies: Yes ☒ No ☐

5.5 The second stage regulator shall be manufactured from rugged non-metallic material that will not corrode or deteriorate from chemical attack. It must be capable of delivering peak flows in excess of 500 lpm to a minimum of 30 breaths past the sounding of the audible alarm. The demand valve shall have been tested and remained functional after being subjected to direct flame for not less than 10 seconds at a peak temperature range of 1500 - 2000 degrees Fahrenheit. The average mean of all peak temperatures shall be no higher than 1742 degrees Fahrenheit. When the flame is extinguished, no part of the assembly shall show an after-flame duration of greater than 2.2 seconds

Bidder Complies: Yes ☒ No ☐

5.6 The second stage regulator shall incorporate a true emergency bypass, which when manually activated will flow between 85/120 liters per minute. The bypass on/off handwheel shall be at least 1 1/2 " in diameter, center mounted on the second stage demand valve, and allow for activation by a gloved hand. It shall take no more than a half turn of the bypass on/off handwheel to activate the bypass fully.

Bidder Complies: Yes ☒ No ☐

5.7 The second stage demand valve shall incorporate a secondary sintered filter.

Bidder Complies: Yes ☒ No ☐

7.0 FACEMASK

7.1 The facemask shall be a full facemask type that covers the wearer's nose, mouth and eyes.

Bidder Complies: Yes ☒ No ☐

7.2 The facemask mask shall have a single intensifier edge seal.

Bidder Complies: Yes ☒ No ☐

7.3 The facemask visor shall be one piece and constructed of an impact resistant polycarbonate material; it shall be optically correct and have permanent anti-fog and hard coated visor.

Bidder Complies: Yes ☒ No ☐

7.4 The facemask shall have a removable inner mask constructed of the same material as the outer shell of the mask and the inner mask shall be fitted with inlet valves and available with nosecup mounted spectacle kit.

Bidder Complies: Yes ☒ No ☐

7.5 The facemask shall be available in 3 sizes, with a double curve visor facemask.

Bidder Complies: Yes ☒ No ☐

7.6 The facemask shall contain a speech diaphragm and shall be mounted directly in line with the wearer's mouth.

Bidder Complies: Yes ☒ No ☐

7.7 The facemask will have a 2 -point "Pull Forward" Kevlar net harness.

Bidder Complies: Yes ☒ No ☐

7.8 The facemask shall be made of a butyl blend.

Bidder Complies: Yes ☒ No ☐

7.9 The inner nosecup shall accommodate the "end of service alarm" light display that shows cylinder pressure in quarter increments by displaying LED lights.

Bidder Complies: Yes ☒ No ☐

7.10 VAS shall have an internal waterproof microphone inside the inner nosecup to provide clear communications.

Bidder Complies: Yes ☒ No ☐

7.11 The in-mask display shall have 5 LED lights. Four lights indicate quarter rating of cylinder pressure. The fifth light indicates low battery status. PASS pre-alarm is indicated by alternately flashing red and green LED light.

Bidder Complies: Yes ☒ No ☐

7.12 The facemask shall have no loss of operational function after being subjected to direct flame for not less than 10 seconds at a peak temperature range of 1500 - 2000 degrees Fahrenheit. The average mean of all peak temperatures shall be no higher than 1742 degrees Fahrenheit. When the flame is extinguished, no part of the assembly shall show an after-flame duration of greater than 2.2 seconds.

Bidder Complies: Yes ☒ No ☐

8.0 BACKFRAME AND HARNESS

8.1 The backframe shall be made of fire retardant Thermoset Composite, 2-piece construction to protect the pneumatic system.

Bidder Complies: Yes ☒ No ☐

8.2 The backframe shall have swinging sidearm to distribute weight for wearer comfort.

Bidder Complies: Yes ☒ No ☐

8.3 The right and left shoulder straps shall be constructed of 2 inch woven Kevlar and be padded in areas of contact with PBI/Kevlar.

Bidder Complies: Yes ☒ No ☐

8.4 Shoulder strap adjustable slides shall be constructed of stainless steel. Two-inch pull straps shall be fitted to harness to allow easy adjustment even with gloved hands.

Bidder Complies: Yes ☒ No ☐

8.5 The harness shall have loops for the routing of the pneumatic hoses.

Bidder Complies: Yes ☒ No ☐

8.6 The harness waist belt shall be of 2" woven Kevlar and be fitted with a "Double Pull Forward" design and incorporate a seat buckle latch.

Bidder Complies: Yes ☒ No ☐

8.7 The harness assembly shall experience no loss of operational function after being subjected to direct flame for not less than 10 seconds at a peak temperature range of 1500 - 2000 degrees Fahrenheit. The average mean of all peak temperatures shall be no higher than 1742 degrees Fahrenheit. When the flame is extinguished, no part of the assembly shall show an after-flame duration of greater than 2.2 seconds

Bidder Complies: Yes ☒ No ☐

8.8 The universal cylinder band assembly shall be adjustable in the field to accommodate all sizes of cylinders without the use of tools.

Bidder Complies: Yes ☒ No ☐

8.9 A universal cylinder band shall be designed so that during cylinder change it can remain in either the closed loop or fully open positions.

Bidder Complies: Yes ☒ No ☐

8.10 Cylinder changes shall be made without removing cylinder band.

Bidder Complies: Yes ☒ No ☐

8.11 All SCBA manufactured cylinders shall mount easily onto the backframe.

Bidder Complies: Yes ☒ No ☐

8.12 A standard lumbar support shall be made of PBI/KEVLAR

Bidder Complies: Yes ☒ No ☐

8.13 Flashing locator lights to aid in rescue shall be emitting from the backframe and flash rapidly when the PASS is in full alarm.

Bidder Complies: Yes ☒ No ☐

9.0 ALARM AND PRESSURE INDICATOR ASSEMBLY

9.1 The primary "end-of-service" alarm shall be an in-mask light display with a flashing red light. The secondary "end-of-service" alarm shall be of an independent bell assembly and "end-of-service" alarm.

Bidder Complies: Yes ☒ No ☐

9.2 The bell alarm shall be located at the top of the backframe, close to the user's ear.

Bidder Complies: Yes ☒ No ☐

9.3 The in-mask display shall have four lights that indicate cylinder pressure, two green, one yellow and one red light. When the cylinder is full, all four lights will be on. An additional yellow fifth light is off-set from the display indicate a low battery.

Bidder Complies: Yes ☒ No ☐

9.4 In-mask pressure display will display one light per quarter increments of cylinder pressure. As the pressure decreases, the display lights will go out until the red light is "on" and flashing rapidly.

Bidder Complies: Yes ☒ No ☐

9.5 One battery source only powers the PASS and Control Console. They shall be communicating via a wireless network that operates at least 50% of the power of using a Blue-Tooth network, reducing battery consumption.

Bidder Complies: Yes ☒ No ☐

9.6 A low battery indicator shall illuminate when battery has at least a minimum of three hours remaining.

Bidder Complies: Yes ☒ No ☐

9.7 A redundant analog gauge shall be attached to the right shoulder strap as a secondary back-up pressure indicator.

Bidder Complies: Yes ☒ No ☐

10.0 CONTROL CONSOLE

10.1 PASS operation shall be displayed within the control console. Light shall change from green to a red LED light when PASS is in alarm.

Bidder Complies: Yes ☒ No ☐

10.2 All communications shall be within the control console and operated hands free.

Bidder Complies: Yes ☒ No ☐

10.3 The VAS shall be voice activated with 10 preset settings to set microphone activation.

Bidder Complies: Yes ☒ No ☐

10.4 The solid state components shall be able to be switched between 2216 and 4500 without any component changes.

Bidder Complies: Yes ☒ No ☐

10.5 The PASS shall have a motion sensor in the console to identify any motion.

Bidder Complies: Yes ☒ No ☐

10.6 The PASS alarm shall be a wireless network from the control console.

Bidder Complies: Yes ☒ No ☐

11.0 PASS

11.1 The PASS shall have motion sensors to detect motion.

Bidder Complies: Yes ☒ No ☐

11.2 The PASS shall be enclosed inside the two-piece backframe.

Bidder Complies: Yes ☒ No ☐

11.3 The PASS shall only use one piezo alarm to meet the new NFPA standard, reducing battery consumption.

Bidder Complies: Yes ☒ No ☐

11.4 The PASS shall have Data Logging capability to log 2000 events.

Bidder Complies: Yes ☒ No ☐

12.0 Battery

12.1 The SCBA shall only have one battery source to power all features and accessories.

Bidder Complies: Yes ☒ No ☐

12.2 The SCBA shall be powered by 4 "C" cell batteries only.

Bidder Complies: Yes ☒ No ☐

13.0 RIT UNIVERSAL CONNECTION

13.1 The RIT shall have a check valve that stops airflow when the cylinder is full.

Bidder Complies: Yes ☒ No ☐

13.2 The RIT shall not vent air to atmosphere.

Bidder Complies: Yes ☒ No ☐

13.3 The RIT connections shall allow a 2216 or 4500 psi cylinder to be used to transfer cylinder air.

Bidder Complies: Yes ☒ No ☐

14.0 CYLINDER AND VALVE ASSEMBLY

14.1 All cylinders supplied with the units are to be approved by the United States Department of Transportation (DOT).

Bidder Complies: Yes ☒ No ☐

14.2 Cylinder valve assemblies shall contain a safety relief device. The cylinder valve shall contain a protected gauge visible from both sides. Cylinder valve handwheel shall be of the non-ratchet or locking type.

Bidder Complies: Yes ✓ No

14.3 All high-pressure cylinder valve hand wheels shall be red to identify a high pressure cylinder. Low pressure cylinder valve hand wheels shall be black.

Bidder Complies: Yes ✓ No

14.4 All S.C.B.A.'s will have a 4500 psi, 45 minute carbon cylinder, airswitch mask with voice amp and Integrated Pass.

Bidder Complies: Yes ✓ No

14.5 Six (6) of the extra cylinders shall be a 4500 psi, 45 minute carbon cylinder.

Bidder Complies: Yes ✓ No

14.6 Two (2) of the extra cylinders shall be a 4500 psi, 30 minute carbon cylinder.

Bidder Complies: Yes ✓ No

PITTSBURG COUNTY CLERK
JANICE BARKER

1/10/2013
9:12:49AM

Appropriation Ledger
Account FD-MCAL-2: MCALESTER FIRE DEPT M&O
Fiscal Year 2012-2013

<u>Dist.</u>	<u>Date</u>	<u>Vendor</u>	<u>PO #</u>	<u>PO Amount</u>	<u>Adjustment</u> <u>Amount</u>	<u>Amount</u> <u>Approved</u>	<u>Paid</u>	<u>Warrant</u> <u>Number</u>	<u>Unexpended</u>	<u>Unliquidated</u> <u>Encumbrances</u>	<u>Unencumbered</u>
	12/3/2012	MONTHLY APPROPRIATION			\$5261.63	NOV 2012			82,053.35	1,905.00	80,148.35
	12/17/2012	MCALESTER NEWS CAPITAL	005574	\$42.50					82,053.35	1,947.50	80,105.85
	12/19/2012	MOTOROLA SOLUTIONS	005637	\$360.00					82,053.35	2,307.50	79,745.85
	12/31/2012	MCALESTER NEWS CAPITAL	005574						82,010.85	2,265.00	79,745.85
	1/7/2013	MONTHLY APPROPRIATION			\$6020.90	DECEMBER 2012			88,031.75	2,265.00	85,766.75
	1/7/2013	Range Totals:		\$402.50	\$0.00	\$42.50					

Year Total: \$4,955.50 \$0.00 \$2,690.50

\$88,031.75 \$2,265.00 \$85,766.75

* Paid column reflects the date on which the warrant was cancelled or void.

Page 1 of 1

F:\CLIENTS\KEYWORD\new_appropriationreport2.rpt

PITTSBURG COUNTY CLERK
JANICE BARKER

1/10/2013
9:13:07AM

Appropriation Ledger

Account FD-MCAL-3: MCALESTER FIRE DEPT CAP OUTLAY

Fiscal Year 2012-2013

<u>Dist.</u>	<u>Date</u>	<u>Vendor</u>	<u>PO #</u>	<u>PO Amount</u>	<u>Adjustment</u> <u>Amount</u>	<u>Amount</u> <u>Approved</u>	<u>Paid</u>	<u>Warrant</u> <u>Number</u>	<u>Unexpended</u>	<u>Unliquidated</u> <u>Encumbrances</u>	<u>Unencumbered</u>
	12/19/2012	GALL S INC	005636	\$1,800.00					4,733.99	1,800.00	2,933.99
	12/19/2012		Range Totals:	\$1,800.00	\$0.00	\$0.00					

Year Total:

\$1,800.00

\$0.00

\$0.00

\$4,733.99

\$1,800.00

\$2,933.99

* Paid column reflects the date on which the warrant was cancelled or void.

Page 1 of 1

F:\CUMENT\KEYW\PO\lrs_jd\app\ledgerreport02.rpt



McAlester City Council

AGENDA REPORT

Meeting Date: 01/22/13
Department: Fire Department
Prepared By: Brett Brewer
Date Prepared: 01/15/13

Item Number: 8
Account Code:
Budgeted Amount:
Exhibits: 5

Subject

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.

Recommendation

Motion to approve the cost of communication equipment in the amount of \$3,102.80 and the cost of a smoke generator in the amount of \$4,123.00, with funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Discussion

The McAlester Fire Department is very dedicated to training and safety. We would like to purchase a smoke generator to allow us to train in search and rescue, ventilation and initial fire attack drills. I feel this training would give our firefighters the confidence they need on the fireground by challenging them on the training ground.

The Purchase of the Communication equipment will replace an outdated and ill working radio system in Medic-2 and allow the department to install a radio in the patient compartment of Medic-4, this enables the medic the ability to communicate with the hospital while in route without ever leaving the patients side.

The Fire Administration recommends the approval of these costs.

Approved By

		Initial	Date
Department Head		BB	01/15/13
City Manager	P. Stasiak		01/15/13

[SMOKE GENERATORS



SMOKE GENERATOR 4000™
P/N: SG4000 • PRICE: \$2,785

SMOKE GENERATOR 6000™
P/N: SG6000 • PRICE: \$3,875

SMOKE GENERATORS FOR FIRE TRAINING

TOUGH TOOLS FOR SERIOUS TRAINING

Bullex Smoke Generators use smart controls to continuously produce the best smoke possible for fire and emergency services training. Built on steel chassis with all metal structural components, these smoke generators are built to handle the toughest training demands.

Bullex Smoke Liquid has been developed to produce a dense, thick smoke with an extended hang-time. Advanced sensors and controls enable Bullex Smoke Generators to produce a continuous supply of smoke without recharging or reheating.

Whether you are doing search and rescue, ventilation or initial fire attack drills, Bullex Smoke Generators don't stop until your training is done.

A SMOKE GENERATOR 4000

With built-in handles, steel chassis and rubberized feet, the Smoke Generator 4000 is portable enough to be easily moved, but tough enough to handle the demands of firefighter training. Smart controls and an integrated smoke liquid tank enable the SG4000 to produce smoke continuously for hours.

B SMOKE GENERATOR 6000

The Bullex Smoke Generator 6000 is a heavy-duty, high-volume Smoke Generator for the most demanding training scenarios. Dual heaters and a specialized heat-exchanger ensure efficient smoke production on a large-scale. With integrated handles and built-in wheels the SG6000 can easily be repositioned in between evolutions.

FLEXIBLE SMOKE DUCT SET • P/N: FSD001 • \$248.00
Duct smoke to specific areas with the flexible smoke duct.

SMOKE LIQUID (5 LITER) • P/N: SL005L • \$69.50

SMOKE LIQUID (10 LITER) • P/N: SL010L • \$134.00

SMOKE LIQUID (20 LITER) • P/N: SL020L • \$248.00



Muskogee Communications, Inc.

1651 N. York
P.O. Box 1613
Muskogee, OK 74402
(918)687-3819

Estimate

DATE	ESTIMATE NO.
12/7/2012	523

NAME / ADDRESS
MCALESTER FIRE PO Box 578 MCALESTER, OK 74502

DESCRIPTION	QTY	COST	TOTAL
POWER SUPPLY	2	154.00	308.00T
ASSEMBLY CABLE CONNECTOR	4	7.00	28.00T
POWER CABLE	3	18.00	54.00T
HEAR ENCODER	4	250.00	1,000.00T
ANTENNA KIT WITH SPRING	4	55.30	221.20T
COAX KIT	4	27.90	111.60T
METAL PLATE	2	10.00	20.00T
INSTALLATION SERVICES	1	1,360.00	1,360.00T
Sales Tax		0.00	0.00
TOTAL			\$3,102.80

medic-2
medic-4

County Funds



"Protection of Life and Property is Our Goal"

Fire & Safety Co., Inc.

Quotation

PO Box 1214 927 South 4th Street
Chickasha, Oklahoma 73023
Federal ID # 73-1032744
Phone: 405-224-2596 Fax: 405-224-2653
Toll Free: 1-800-654-4060

To:
McAlester Fire Department
ATTN: Chief Brewer
McAlester, OK

Quotation Date:	1/9/2013
Estimated Ship Date:	30 Days ARO
Shipped Via:	UPS
F.O.B.	McAlester Fire Department
Terms:	Net 30 Days

brett.brewer@cityofmcalester.com

Quantity	Description	Unit Price	Total
1	Tempest - 710-032- Shadow Smoke Machine With 1 Liter Bottle Of Smoke.	\$ 855.00	\$ 855.00
1	Tempest - 710-028- Shadow I Smoke Machine With 1- 4 Liter Bottle Of Smoke.	\$ 1,645.00	\$ 1,645.00
	Shipping-	\$0.00	\$0.00

www.tempest-edge.com

Richard Payne

Richard Payne, Sales Manager

*This quotation is valid for 30 days. Thereafter it is subject to change without notice.
Thank you for your continued support of Oklahoma owned and operated businesses and the
Oklahoma economy.*

Wayest Safety, LLC
PO Box 470683
Tulsa, OK 74147
918-665-2330



QUOTATION

Order Number	
1084425	
Order Date	Page
1/10/2013 09:56:57	1 of 1

Quote Expires On 1/11/2013

Bill To:

City Of McAlester
P.O. Box 578
McAlester, OK 74502
US

918-423-9300

Ship To:

McAlester Fire Dept.
Attn: Brett Brewer
607 E. Village Blvd.
McAlester, OK 74501

Requested By: Mr. Brett Brewer

Customer ID: 1962

PO Number					Ship Route		Taker		
QUOTE - SMOKE MACHINE							SHAWN		
Quantities					Item ID Item Description		Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.			Unit Size		

Order Note: CUSTOMER RESPONSIBLE FOR ALL
FREIGHT CHARGES

Delivery Instructions: CUSTOMER RESPONSIBLE FOR ALL
FREIGHT CHARGES

1.0000	0.0000	1.0000	EA	1.0	710-032 SHADOW SMOKE MACHINE Unit includes remote control with 10ft cable 120v, 10 amp.Remote Functions are on-off-momentary.Fluid sold separately.	EA	1.0	759.2000	759.20
1.0000	0.0000	1.0000	EA	1.0	710-028 SHADOW 1 SMOKE MACHINE	EA	1.0	1,439.2000	1,439.20
1.0000	0.0000	1.0000	EA	1.0	710-036 1-GALLON SMOKE FLUID	EA	1.0	68.0000	68.00
1.0000	0.0000	1.0000	EA	1.0	740-045 1-GALLON (CASE OF 4) SMOKE FLUID	EA	1.0	259.2000	259.20

Total Lines: 4

SUB-TOTAL: 2,525.60
TAX: 0.00
AMOUNT DUE: 2,525.60

Received By:

PITTSBURG COUNTY CLERK
JANICE BARKER

1/10/2013
9:12:49AM

Appropriation Ledger
Account FD-MCAL-2: MCALESTER FIRE DEPT M&O
Fiscal Year 2012-2013

<u>Dist.</u>	<u>Date</u>	<u>Vendor</u>	<u>PO #</u>	<u>PO Amount</u>	<u>Adjustment</u> <u>Amount</u>	<u>Amount</u> <u>Approved</u>	<u>Paid</u>	<u>Warant</u> <u>Number</u>	<u>Unexpended</u>	<u>Unliquidated</u> <u>Encumbrances</u>	<u>Unencumbered</u>
	12/3/2012	MONTHLY APPROPRIATION			\$5261.63	NOV 2012			82,053.35	1,905.00	80,148.35
	12/17/2012	MCALESTER NEWS CAPITAL	005574	\$42.50					82,053.35	1,947.50	80,105.85
	12/19/2012	MOTOROLA SOLUTIONS	005637	\$360.00					82,053.35	2,307.50	79,745.85
	12/31/2012	MCALESTER NEWS CAPITAL	005574			\$42.50	1/4/2013	000910	82,010.85	2,265.00	79,745.85
	1/7/2013	MONTHLY APPROPRIATION			\$6020.90	DECEMBER 2012			88,031.75	2,265.00	85,766.75
	1/7/2013	Range Totals:		\$402.50	\$0.00	\$42.50					

Year Total: \$4,955.50

\$0.00

\$2,690.50

\$88,031.75

\$2,265.00

\$85,766.75

* Paid column reflects the date on which the warrant was cancelled or void.

Page 1 of 1

F:\CLIENTS\WY\WFOres_appropriationreport12.rpt

PITTSBURG COUNTY CLERK
JANICE BARKER

1/10/2013
9:13:07AM

Appropriation Ledger

Account FD-MCAL-3: MCALESTER FIRE DEPT CAP OUTLAY

Fiscal Year 2012-2013

<u>Dist.</u>	<u>Date</u>	<u>Vendor</u>	<u>PO #</u>	<u>PO Amount</u>	<u>Adjustment</u> <u>Amount</u>	<u>Amount</u> <u>Approved</u>	<u>Paid</u>	<u>Warrant</u> <u>Number</u>	<u>Unexpended</u>	<u>Unliquidated</u> <u>Encumbrances</u>	<u>Unencumbered</u>
	12/19/2012	GALL S INC	005636	\$1,800.00					4,733.99	1,800.00	2,933.99
	12/19/2012		Range Totals:	\$1,800.00	\$0.00	\$0.00					

Year Total:

\$1,800.00

\$0.00

\$0.00

\$4,733.99

\$1,800.00

\$2,933.99

* Paid column reflects the date on which the warrant was cancelled or void.

Page 1 of 1

F:\CLIENT\KEY\VP\PO\Item_pos\appledgetreport02.rpt



McAlester City Council

AGENDA REPORT

Meeting Date: January 22, 2013
Department: Public Works
Prepared By: John C. Modzelewski, PE
Date Prepared: January 14, 2013

Item Number: 9
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and act upon, rejecting the two bids received for one new, and unused, asphalt paver.

Recommendation

Motion to reject the two bids received and readvertise for one new, and unused, asphalt paver.

Discussion

The "Bid Specifications" for a new, and unused, asphalt paver were sent to six vendors and also advertised on December 16, 2012 and December 23, 2012. Three responses were received and opened on January 8, 2013. One response was a "No Bid". The apparent low bidder did not meet the minimum requirements set forth in the "Bid Specifications". The third bid was 15% higher than the apparent low bid. The Public Works Department believes that readvertising for one new, and unused, asphalt paver is a fiscally responsible approach to take at this time.

Approved By

Department Head

City Manager

P. Stasiak

Initial
JCM

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

Date

01/14/13

01/15/13

BID TABULATION SHEET

New and Unused Rubber-Tired Asphalt Paver with Screed

Bid Opening

January 8, 2013 at 10:00 A.M

Bidder

Amount

Clarence L. Boyd
P.O. Box 26427
OKC, OK 73126

No Bid

Boxer Equipment
9703 E. 56th St. N.
Tulsa, OK 74117

345,265.⁷⁵

Kirby-Smith
12321 E. Pine St.
Tulsa, OK 74116

300,237.⁰⁰



McAlester City Council

AGENDA REPORT

Meeting Date: January 22, 2013
Department: Planning and Community Development
Prepared By: George Estrada, Building Inspector
Date Prepared: January 9, 2013

Item Number: 10
Account Code: _____
Budgeted Amount: _____
Exhibits: 4

Subject

Consider, and act upon, a Resolution declaring certain buildings as dangerous by reason of being dilapidated and a detriment to the welfare of the public and community.

Recommendation

Motion to approve a Resolution declaring certain buildings as dilapidated and subject to removal.

Discussion

Attached hereto is a list of building locations recommended for removal. They are :

Address, Block and Lot

1. 303 W. Springer
Block - 95
Lot - 11 and 12

Approved By

Department Head
City Manager

P. Stasiak

Initial
GE

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

Date

01/09/13

01/15/13

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF McALESTER, OKLAHOMA, DECLARING CERTAIN STRUCTURES AS DILAPIDATED AND DETREMENTAL TO THE HEALTH, SAFETY, OR WELFARE OF THE GENERAL PUBLIC.

* * * * *

WHEREAS, the City of McAlester desires to remove all buildings are dangerous by reason of being dilapidated and a detriment to the welfare of the public and community, and which;

WHEREAS, the procedure for notification as outlined in Section 18-376 of the McAlester Code of Ordinances has been complied with.

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

SECTION 1: Those structures listed in Exhibit "A" attached and made part of the resolution are determined to be dangerous buildings, and that the welfare of the community will be served by their removal.

SECTION 2: The property owner is given ten (10) days from this date to remove the building.

SECTION 1: The City Manager is authorized to remove structures if not removed in the allowed ten (10) days.

PASSED and **APPROVED** at the City of McAlester, Oklahoma, and duly signed by the Mayor this 22nd of January 2013 at the regular meeting of the City Council.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____
Steve Harrison, Mayor

Attest:

Cora Middleton, City Clerk

**CITY OF MCALESTER
DILAPIDATED BUILDINGS**

EXHIBIT "A"

Dilapidated Structures for Council Consideration:

1. 303 W.Springer

TO: City of McAlester Date: 1-9-2013
P.O.Box 578 Re: Dilapidated
McAlester, OK. 74502 Block: 95
Lot: 11 and 12
Address: 303 W. Springer

Inspection of the property at 303 W. Springer
found it to be in violation of Chapter 18 Article IX Section 18-376 of the Code of Ordinances of the City of McAlester. This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112


On 1-22-2013 6:00 p.m. the McAlester City Council will hold a Public Hearing for the purpose of determining whether the above referenced structure is dilapidated or deteriorated. You have the right to appear before the City Council to bring any mitigating circumstances to their attention. If you wish to be heard at the council meeting, contact the City Manager's office, in writing, by 1-22-2013.
or attend the council meeting at the above time and date.

Upon such finding and determination by the City Council that said structure is dilapidated, the law requires the structure to be torn down and removed. If you are unable to unwilling to voluntarily remove the structure, the City of McAlester will have the structure removed, lot leveled and cleaned. All cost will be billed to you. Failure to pay will result in a lien being placed on the property. Upon such finding that the structure is dilapidated and required to be torn down and removed, you shall be allowed fifteen (15) days from the date of this hearing to remove all personal property from the aforementioned dilapidated structure.

Should you have any questions concerning this matter, please call (918) 423-9300
Ext. 4985

Thank you.

Sincerely,


Building Inspector

Enclosure: consent form









JAN 15 2013



JAN 15 2013



JAN 15 2013





McAlester City Council

AGENDA REPORT

Meeting Date: January 22, 2013
Department: Councilman, John Titsworth
Peter J. Stasiak, City
Prepared By: Manager
Date Prepared: January 15, 2013

Item Number: 11
Account Code: _____
Budgeted Amount: _____
Exhibits: _____

Subject

Discussion of the McAlester water treatment plant and distribution system, to include peak capacity, maximum production and projected capacities necessary to supply future and/or potential commercial/industrial growth.

Recommendation

Discussion

Approved By

Initial

Date

Department Head
City Manager

P. Stasiak

PJS

01/15/13

City Manager Report to the Council

January 22, 2013

Business

- City Council Workshop on the Master Drainage Plan, 9th. and Illinois is scheduled for Tuesday, January 29, 2013 for 5:30pm. at Kiamichi Vocational Center.
- City Council Workshop on Tourism is tentatively scheduled for February 5, 2012 at 5:30pm. in the Council Chambers at City Hall.
- Sales Tax revenue for the month was down \$172,041 compared to the same time period last year. This is a substantial decrease when one takes into account that this reflects the Christmas shopping season. Since the tax commission sent the figures to the Cities, they have discovered a glitch in the system and anticipate new figures to be sent out this week. We will not know until later in the week if this glitch affects our revenues. **The Tax Commission has updated the numbers for the reporting period. An additional deposit will be sent in the amount of \$38,369 and additional Use Tax in the amount of \$7,246. This remains \$133,672 under budget as compared to last year's information.**
- The Mayor and Council requested an update on the Dura-Patcher at the Council meeting held on January 8, 2013. As I had previously reported the machine was parked for routine preventive maintenance and cleaning during November. During this time staff determined that it was in the best interest of the City to have the Street Department assist the Utility Maintenance Department in repairing street cuts due to water and sewer line breaks. The Street Department will be assisting Utility Maintenance until January 28, 2013. Weather permitting the Dura Patcher will be back on the streets full-time January 28, 2013. The work sheets that are generated for the Dura-Patcher on a daily basis have been received and we will have a mapping handout for the Council at the meeting on January 22.
- Pride In McAlester has scheduled a meeting on January 25, 2013 with City staff and Allied Waste to determine if curb side recycling is feasible. Allied Waste is familiar with curb side recycling and we are anxious to see if this model can be adapted to our City.

- The Recycling Center continues to grow in popularity. During the Christmas season the community was encouraged to recycle at the Center which they did with enthusiasm. Due to the inclement weather, the bailer breaking down and the Christmas season, the Center was quickly overrun with recyclables. Kibois has responded with a separate crew focusing entirely on the bailing of cardboard. In addition, several new crew members have been added to clean the site up.
- There is a growing interest in the City to establish a dog park. The City Staff is working with the McAlester Public Schools for a location and have identified land at "B" and Seneca as a possibility. Due to the cost of establishing a dog park, Pam Kirby is investigating to see if any grants are available. The biggest cost associated with establishing a dog park is the 5 foot fencing that would be required.
- Community gardens are becoming increasingly popular across the country. The City Staff is working again with McAlester Public Schools for a location and have identified Eugene Fields as a possibility. David Cantrell from the OSU Extension office has volunteered his time to test the soil conditions at the location. This will assist in determining if this is a viable option for a community garden.
- The 8" water line for the Steven Taylor Industrial Park that provides service to Hampel Oil has been installed. Final inspection will be completed in the very near future and any remaining action items will be documented and completed.
- The design of the Mallard and Flamigo drainage crossing is 60% complete. Staff anticipates having the design completed in the next 30 days. Meshak & Associates are assisting the City in the design and engineering.
- Merrill Lynch, the company that handles the Cities 457B account has announced that they will no longer manage retail accounts for public entities. 457B accounts are a personal option for employees to contribute tax deferred monies directly from their paychecks. The City does not match any contribution to these accounts. We are investigating our options as to who can manage these accounts in the future.
- I am attending the City Managers Association scheduled Winter Conference for January 16th. – 18th. in Stillwater.
- The Pavement Management report is currently being reviewed and staff anticipates having the summary available to the Council at the meeting on January 22, 2013.

- The Fire Department has been working with Larry Morgan, KEDDO, to research used fire fighting equipment that would be useful for the City. The Department of Forestry has given the City a Dodge 1 ton 4x4 pickup with 21,000 miles in very good condition. This vehicle is setup and ideal for off road fire suppression.
- Fire Chief Brewer and Police Captain Wansick traveled to Jenks on January 14, 2013 to discuss their Emergency Management Procedures in responding to school related emergencies. Chief Brewer and Captain Wansick will be sharing this information with our SWAT team and McAlester Public Schools to develop a similar plan for McAlester. This plan will identify how Fire and Police respond to school emergencies.

Labor Issues:

- Fraternal Order of Police (FOP)
 - The arbitration hearing on Officer Munholland's reprimand was heard on January 9, 2013. A decision will be rendered in approximately 45 days.
 - The arbitration hearing on Officer Morris's safety vest violation has been heard by the arbitrator and both the FOP and City have submitted their briefs. A decision will be rendered in approximately 21 days.
 - Grievance 11-15-12: New Evaluation System. This relates to measuring the activity or work of our Police Officers.
 - **No new grievances received since the last report.**

- International Association of Fire Fighters (IAFF)
 - Federal Mediation has been scheduled for February 12, 2013 to hear the grievances between the IAFF and the City. Both parties will present their information to the mediator who will make a determination on the grievance. Neither party is held to the determination and can accept or decline the decision. All information obtained in the mediation cannot be used in the grievance procedure if the grievance proceeds forward.
 - Grievance with Arbitration Requested 11-26-12: Facial Hair. This relates to the SCBA face mask being tightly sealed to the face.
 - Grievance with Arbitration Requested 11-26-12: Hours Worked per Pay Period. This relates to the 27 day work cycle for Firefighters.
 - Grievance with Arbitration Requested 11-26-12: Duty Exchange. This relates to Fire Recruits being allowed Duty Exchange during the probationary period.
 - **No new grievances received since the last report.**

Meetings Attended:

- Pride in McAlester meeting January 10, 2013
- Cox mediation in Muskogee January 8, 2013
- MRHC Board meeting January 2, 2013

Miscellaneous:

- N/A

Waiver of Fees:

- N/A

Water Break Adjustments:

- N/A

Monthly Reports:

*

Council Chambers
Municipal Building
January 8, 2013

The McAlester Airport Authority met in a Regular session on Tuesday, January 8, 2013, at 6:00 P.M. after proper notice and agenda was posted January 4, 2013.

Present: Weldon Smith, John Titsworth, Travis Read, Robert Karr, Buddy Garvin,
Sam Mason, & 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 December 27, 2012 Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending January 2, 2013. (*Toni Ervin, Chief Financial Officer*) In the amount of \$2,510.00.
- Confirm action taken on City Council Agenda Item 3, an Ordinance amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Toni Ervin, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item 5, Marketing Alliance Presentation of the City's Marketing Plan and new McAlester Logo/Branding Package. (*John Abate, Marketing Alliance and Shari Cooper, Executive Director, MPower*)
- Confirm action taken on City Council Agenda Item 7, Discussion and Presentation of the Mid-Year Review of Fiscal Year 2012/2013 Budget. (*Toni Ervin, Chief Financial Officer*)

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

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

Chairman Harrison declared the motion carried.

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

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

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

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
January 8, 2013

The McAlester Public Works Authority met in a Regular session on Tuesday, January 8, 2013, at 6:00 P.M. after proper notice and agenda was posted January 4, 2013.

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

Absent: None

Presiding: Steve Harrison, Chairman

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

- Approval of the Minutes from the December 27, 2012 Regular Meeting of the McAlester Public Works Authority (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending January 2, 2013. (*Toni Ervin, Chief Financial Officer*) In the amount of \$59,753.29.
- Confirm action taken on City Council Agenda Item 1, a change in zoning from R-3 (Multi-Family Dwelling District) to C-4 (Restricted Commercial District). (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 2, a change in zoning from A-1 (Agricultural District) to C-5 (Highway Commercial District). (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 3, an Ordinance amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Toni Ervin, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item 4, authorizing the Mayor to sign the McAlester Belmont Trail Project Application and supporting documents for grant assistance from the Oklahoma Recreational Trails Program. (*Pam Kirby, HR Manager/Grant Writer*)
- Confirm action taken on City Council Agenda Item 5, Marketing Alliance Presentation of the City's Marketing Plan and new McAlester Logo/Branding Package. (*John Abate, Marketing Alliance and Shari Cooper, Executive Director, MPower*)
- Confirm action taken on City Council Agenda Item 7, discussion and presentation of the Mid-Year Review of Fiscal Year 2012/2013 Budget. (*Toni Ervin, Chief Financial Officer*)

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

AYE: Trustees Smith, Titsworth, Read, Karr, Garvin, Mason, & 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. Titsworth. There was no discussion and the vote was taken as follows:

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

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

The McAlester Retirement Trust Authority met in a Rescheduled Regular session on Thursday, December 27, 2012 at 6:00 P.M. after proper notice and agenda was posted December 20, 2012.

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

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

- Approval of the Minutes from the November 27, 2012, Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of December 2012. (*Toni Ervin, Chief Financial Officer*) In the amount of \$65,340.38.

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

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

Chairman Harrison declared the motion carried.

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

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

Chairman Harrison declared the motion carried.

Steve Harrison, Chairman

ATTEST:

Karen Boatright, Deputy Secretary