McAlester City Council
NOTICE OF MEETING

Regular Meeting Agenda
Tuesday, July 8, 2014 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

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

Peter J. Stasiak .... City Manager
William J. Ervin .... City Attorney
Cora M. Middleton .... City Clerk

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

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

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

CALL TO ORDER
Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE
Capt. Daniels of the Salvation Army

ROLL CALL

CEREMONY AND AWARDS
Employee of the Month for June 2014 is Delona Jones of the City of McAlester, Southeastern Expo Center Maintenance Office. *(Steve Harrison, Mayor)*

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

A. Approval of the Minutes from the June 2, Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

B. Approval of the Minutes from the June 10, 2014 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

C. Approval of Claims for June 17, 2014 through July 1, 2014. *(Toni Ervin, Chief Financial Officer)*

D. Concur with Mayor's Appointment of Jane Buffington, 301 Kiamichi Drive, McAlester, 74501 to the McAlester Personnel Board for an unexpired term ending July, 2020. *(Steve Harrison, Mayor)*

E. Concur with Mayor's Appointment of Arlene Billings, 7299 E. Highway 270, McAlester, 74501 to the McAlester Personnel Board for an unexpired term ending July, 2016. *(Steve Harrison, Mayor)*

F. Consider and act upon, authorizing the Mayor to sign a Resolution supporting continued participation in the Main Street Program. *(Lacey Sudderth, Executive Director McAlester Main Street)*

G. Consider, and act upon, Garrow Construction, LLC's Pay Estimate No. 1 for the 30-inch Water Plant Pump Header Replacement Project at the Water Treatment Plant and authorization for the Mayor to the Contractor's Pay Estimate for the amount of $110,262.36. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

H. Consider and act upon, authorization of payment to Poe & Associates, Invoice No. 0-203031-8622, in the amount of $57,396.58, for engineering services related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

I. Consider and act upon to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 137572-TW. *(Cora Middleton, City Clerk)*

J. Ratify and approve an annual Service Maintenance & License Agreement between the City of McAlester and CivicPlus for the City website. *(James Stanford, IT Computer Specialist and Peter J. Stasiak, City Manager)*

K. Ratify and approve an annual Business Customer Service Agreement between U.S. Cellular and the City of McAlester for wireless telecommunication services and equipment. *(James Stanford, IT Computer Specialist and Peter J. Stasiak, City Manager)*

L. Consider, and act upon, an Adoption Agreement between American Fidelity Assurance Company and the City of McAlester for Administrative Services for the Section 125 Cafeteria Plan. *(Toni Ervin, CFO)*

M. Ratify and approve an annual agreement between the Public Finance Law Group and the City of McAlester, Oklahoma to engage as bond counsel for the purposes of consultation on any contemplated financing which the City or the Authority may undertake. *(Peter J. Stasiak, City Manager)*

N. Ratify and approve an annual agreement between Municipal Finance Services, Inc. and the City of McAlester to render financial consulting services to the Mayor, City Council and Staff on certain financial matters. *(Peter J. Stasiak, City Manager)*

O. Ratify and approve the Declaration of Emergency taken under New Business at the June 24, 2014 City Council Meeting. *(William J. Ervin, City Attorney)*

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 AMENDING CHAPTER 10, ARTICLE 1; IN GENERAL, SECTION 21 (b) (7); ENTITLED DOG PARK; ESTABLISHING RULES; AND DECLARING AN EMERGENCY.

- AN ORDINANCE AMENDING CHAPTER 106, UTILITIES, ARTICLE IV. DIVISION 2. MUNICIPAL COLLECTION SERVICE, SECTION 106-327 (b), CHARGES FOR REMOVAL OF PERMISSIBLE SOLID WASTE; AND DECLARING AN EMERGENCY.

- A NEW ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING CHAPTER 46, ENVIRONMENT, ARTICLE II, NUISANCES, ADDING DEFINITIONS, TO THE CITY OF MCALESTER CODE OF ORDINANCES; ADDING SECTION 46-33, DECLARATION OF SYNTHETIC CANNABINOIDS AND INCENSE AS A PUBLIC NUISANCE; ADDING SECTION 46-32, POSSESSION, USE, SALE OR DISPLAY OF SYNTHETIC CANNABINOIDS AND INCENSE; BY ADDING SECTION 46-34, ENFORCEMENT; ADDING SECTION 46-35, PENALTY FOR VIOLATION BY ADDING SECTION 46-36; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND FURTHER DECLARING AN EMERGENCY.

SCHEDULED BUSINESS

1. Consideration and action to accept a 2014 OSMPC Incentive Fund Award in the amount of $216,000 from the Oklahoma Strategic Military Planning Commission and to authorize the execution and submittal of Invoice No. 20140708-001 to the Oklahoma Department of Commerce to draw down the $216,000 of Funds. *(Leroy Alsup, Director of Community and Economic Development)*

Executive Summary
Motion to approve and accept a 2014 OSMPC Incentive Fund Award in the amount of $216,000 from the Oklahoma Strategic Military Planning Commission and to authorize the execution and submittal of Invoice No. 20140708-001 to the Oklahoma Department of Commerce to draw down the $216,000 of Funds.

2. Consider and act upon, amending Rule no.7, Chapter 10, Article 1. *(Mel Priddy, Director of Community Services)*

Executive Summary
Motion to approve amending rule no.7, chapter 10, article 1.

3. Consider, and act upon, a request by Eastern Oklahoma State College to partner with them for the rental fee for the use of the Expo Center on October 1-2, 2014 for the annual Career and College Tour. *(Jerry Lynn Wilson, Expo Center Manager)*

Executive Summary
Consider approving this partnership request in the amount of $2,000.00.

4. Consider, and act upon, amending Solid Waste ordinance, Sec. 106-327 to reflect the 1.72% increase from Allied in the commercial rates listed. *(Toni Ervin, CFO)*

Executive Summary
Motion to approve the amending ordinance.

5. Consider and act to Adopt and Ordinance of the City of McAlester, Oklahoma amending Chapter 46, Environment, Article II, Nuisances, adding Definitions, to the City of McAlester Code of Ordinances; adding Section 46-33, Declaration of Synthetic Cannabinoids and Incense as a Public Nuisance; Adding Section 46-32, Possession, Use, Sale or Display of Synthetic Cannabinoids and Incense; By adding Section 46-34, Enforcement; Adding Section 46-35, Penalty for Violation by Adding Section 46-36; Providing for Codification, Repealer, Severability and further Declaring an Emergency. *(Councilman Travis Read, Ward 3)*

Executive Summary
Staff Recommends adoption of the Ordinance prohibiting the sale of herbal incense, and declaring an emergency.

6. Consider, and act upon, approval of Change Order No. 1, for an extension of six days to the existing contract with Garrow Construction, LLC to construct the 30-inch Water Plant Pump Header Replacement at the Water Treatment Plant. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

Executive Summary
Motion to approve Change Order No. 1 for the extension of time to the existing contract with Garrow Construction, LLC to construct the 30-inch Water Plant Pump Header Replacement at the Water Treatment Plant.

7. Consider, and act upon, authorizing the Mayor to sign a service contract with ThyssenKrupp Elevator Corporation to perform monthly scheduled maintenance on elevator equipment in McAlester City Hall, McAlester Public Library and the McAlester EXPO Center for the period from July 1, 2014 through June 30, 2015. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

Executive Summary
Motion to approve authorizing the Mayor to sign the service contract with ThyssenKrupp Elevator Corporation.

8. Discussion, update and possible action, on CIP#3, Second Street Improvements, including design of road and infrastructure improvements for a segment of Second Street from Modoc Avenue to Comanche Avenue. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

Executive Summary
The recommendation to approve extending the northern terminus approximately nine hundred linear feet from Comanche Avenue to the canal. This will include the drainage required for the project. It will also allow the replacement of the existing ten-inch water main. If necessary, after videoing the sewer line in this area, the sewer line will be replaced also.

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 June 24, 2014, Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item C, regarding claims ending July 1, 2014. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item J, an annual Service Maintenance & License Agreement between the City of McAlester and CivicPlus for the City website. *(James Stanford, IT Computer Specialist and Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item K, an annual Business Customer Service Agreement between U.S. Cellular and the City of McAlester for wireless telecommunication services and equipment. *(James Stanford, IT Computer Specialist and Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item L, an Adoption Agreement between American Fidelity Assurance Company and the City of McAlester for Administrative Services for the Section 125 Cafeteria Plan. *(Toni Ervin, CFO)*

- Confirm action taken on City Council Agenda Item M, an annual agreement between the Public Finance Law Group and the City of McAlester, Oklahoma to engage as bond counsel for the purposes of consultation on any contemplated financing which the City or the Authority may undertake. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item N, an annual agreement between Municipal Finance Services, Inc. and the City of McAlester to render financial consulting services to the Mayor, City Council and Staff on certain financial matters. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 4, amending Solid Waste ordinance, Sec. 106-327 to reflect the 1.72% increase from Allied in the commercial rates listed. *(Toni Ervin, CFO)*

- Confirm action taken on City Council Agenda Item 5, to Adopt and Ordinance of the City of McAlester, Oklahoma amending Chapter 46, Environment, Article II, Nuisances, adding Definitions, to the City of McAlester Code of Ordinances; adding Section 46-33, Declaration of Synthetic Cannabinoids and Incense as a Public Nuisance; Adding Section 46-32, Possession, Use, Sale or Display of Synthetic Cannabinoids and Incense; By adding Section 46-34, Enforcement; Adding Section 46-35, Penalty for Violation by Adding Section 46-36; Providing for Codification, Repealer, Severability and further Declaring an Emergency. *(Councilman Travis Read, Ward 3)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the June 24, 2014, Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item C, regarding claims ending July 1, 2014. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item G, Garrow Construction, LLC's Pay Estimate No. 1 for the 30-inch Water Plant Pump Header Replacement Project at the Water Treatment Plant and authorization for the Mayor to the Contractor's Pay Estimate for the amount of $110,262.36. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item H, authorization of payment to Poe & Associates, Invoice No. 0-203031-8622, in the amount of $57,396.58, for engineering services related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item I, to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 137572-TW. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item J, an annual Service Maintenance & License Agreement between the City of McAlester and CivicPlus for the City website. *(James Stanford, IT Computer Specialist and Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item K, an annual Business Customer Service Agreement between U.S. Cellular and the City of McAlester for wireless telecommunication services and equipment. *(James Stanford, IT Computer Specialist and Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item L, an Adoption Agreement between American Fidelity Assurance Company and the City of McAlester for Administrative Services for the Section 125 Cafeteria Plan. *(Toni Ervin, CFO)*

- Confirm action taken on City Council Agenda Item M, an annual agreement between the Public Finance Law Group and the City of McAlester, Oklahoma to engage as bond counsel for the purposes of consultation on any contemplated financing which the City or the Authority may undertake. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item N, an annual agreement between Municipal Finance Services, Inc. and the City of McAlester to render financial consulting services to the Mayor, City Council and Staff on certain financial matters. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item O, to Ratify and approve the Declaration of Emergency taken under New Business at the June 24, 2014 City Council Meeting. *(William J. Ervin, City Attorney)*

- Confirm action taken on City Council Agenda Item 4, amending Solid Waste ordinance, Sec. 106-327 to reflect the 1.72% increase from Allied in the commercial rates listed. *(Toni Ervin, CFO)*

- Confirm action taken on City Council Agenda Item 5, to Adopt and Ordinance of the City of McAlester, Oklahoma amending Chapter 46, Environment, Article II, Nuisances, adding Definitions, to the City of McAlester Code of Ordinances; adding Section 46-33, Declaration of Synthetic Cannabinoids and Incense as a Public Nuisance; Adding Section 46-32, Possession, Use, Sale or Display of Synthetic Cannabinoids and Incense; By adding Section 46-34, Enforcement; Adding Section 46-35, Penalty for Violation by Adding Section 46-36; Providing for Codification, Repealer, Severability and further Declaring an Emergency. *(Councilman Travis Read, Ward 3)*

- Confirm action taken on City Council Agenda Item 6, approval of Change Order No. 1, for an extension of six days to the existing contract with Garrow Construction, LLC to construct the 30-inch Water Plant Pump Header Replacement at the Water Treatment Plant. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item 7, authorizing the Mayor to sign a service contract with ThyssenKrupp Elevator Corporation to perform monthly scheduled maintenance on elevator equipment in McAlester City Hall, McAlester Public Library and the McAlester EXPO Center for the period from July 1, 2014 through June 30, 2015. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item 8, on CIP#3, Second Street Improvements, including design of road and infrastructure improvements for a segment of Second Street from Modoc Avenue to Comanche Avenue. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

ADJOURN MRTA

RECONVENE COUNCIL MEETING

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this ______ day of _________ 2014 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

Council Chambers
Municipal Building
June 2, 2014

The McAlester City Council met in Special session on Thursday, June 2, 2014 at 5:30 P.M. after proper notice and agenda was posted, May 29, 2014 at 2:25 P.M.

Call to Order
Mayor Harrison called the meeting to order.

Roll Call

Council Roll Call was as follows:

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

Staff Present: Peter J. Stasiak, City Manager; Leroy Alsup, Community & Economic Development Director; Kathy Wall, Tourism Manager and Cora Middleton, City Clerk

Scheduled Business

1. Discussion of Hotel/Motel tax and uses.

Mayor Harrison explained that at a prior meeting this item had been discussed and it was determined that if the Council wanted to put something before the voters in the August election they would need to vote on it at the June 10^{th} meeting and a workshop would be necessary to gain input from the citizens and direction from the Council. He then opened the meeting for discussion.

Robert Basolo addressed the Council asking that if the voters did approve an increase in the Hotel/Motel tax that a percentage be earmarked for a new Library.

Dale and Mark Friestad both addressed the Council expressing concerns over raising the Hotel/Motel tax, how much it would be raised, how an increase would affect the hotels in the City and how the revenue would be used.

Mayor Harrison informed the Council that he had furnished additional information for the Council to review and see a broader use of the Hotel/Motel tax.

Vice-Mayor Read stated that the Council needed to decide if they wanted to increase the tax, if majority did not then it wouldn't matter what was done with the money. He commented that he recommended a 4% increase because Krebs charged 8% and he felt that the City was leaving on the table everyday. He commented that he would like to see a ¼ cent go to the Chamber of Commerce, he had not thought of the Library and he would like to see three (3) cents go to a major project and the ballot could be worded to have more flexibility on how the money was used. He then stated that first the Council needed to decide if they wanted to increase the tax, second how much of an increase and third what to do with the funds.

There was discussion among the Council including Manager Stasiak concerning the overall average of Hotel/Motel tax charged in the surveyed cities, what the money was used for in the various cities, how much the current tax was bringing into the City of McAlester, keeping the language on the ballot broad enough to not restrict the City, getting input from Motel guests on how the revenue should be spent, the Council's comfort level with proposing an increase of two (2) percent for a total of six (6) percent and possibly directing some of the funds, if the increase was approved toward air conditioning the large area of the Expo.

Mayor Harrison commented that the Council had given the City Manager enough information to put together a draft resolution, which could be modified, for the next Council meeting.

Adjournment

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

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

Mayor Harrison declared the motion carried and the meeting was adjourned at 6:04 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

Council Chambers
Municipal Building
June 10, 2014

The McAlester City Council met in Regular session on Tuesday, June 10, 2014, at 6:00 P.M. after proper notice and agenda was posted, June 6, 2014, at 4:34 P.M.

Call to Order
Mayor Harrison called the meeting to order.

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

Roll Call

Council Roll Call was as follows:

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

Staff Present: Peter J. Stasiak, City Manager; John Modzelewski, City Engineer/Public Works Director; Toni Ervin, Chief Financial Officer; Gary Wansick, Police Chief; Brett Brewer, Fire Chief; Leroy Alsup, Community & Economic Development Director; Mel Priddy, Community Services Director; William J. Ervin, Jr., City Attorney and Cora Middleton, City Clerk

Citizen's Comments on Non-agenda Items

Janelle Brooks addressed the Council requesting that her rezoning request be placed back on the agenda for reconsideration as she has new information regarding the matter.

Chris Taylor, McAlester Main Street Association Chairman introduced Lacey Sudderth as the new Executive Director of McAlester Main Street Association.

Ms. Sudderth expressed her excitement over her new position and that she looked forward to working with the City.

Regina Peoples, Executive Director of Pride In McAlester addressed the Council updating them on Pride's recent activities. She informed them that Pride would be moving their Flea Market, and there would be a Ribbon Cutting in June for the City's dog park.

Consent Agenda

A. Approval of the Minutes from the May 13, 2014, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

B. Approval of the Minutes from the May 19, 2014, Special Meeting of the McAlester City Council

C. Approval of the Minutes from the May 22, 2014, Special Meeting of the McAlester City Council.

D. Approval of Claims for May 21, 2014 to June 3, 2014. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - $105,787.70; Nutrition - $1,099.63; Tourism Fund - $6,696.85; SE Expo Center - $2,794.73; E-911 - $906.17; Economic Development - $34,566.31; CDBG Grants Fund - $81,596.00; Fleet Maintenance - $5,530.27 and CIP Fund - $7,157.84.

E. Consider, and act upon, authorizing the Mayor to sign a contract between the City of McAlester and the Oklahomans for Independent Living for funding in the amount of $21,600. *(Peter J. Stasiak, City Manager)*

F. Consider, and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Main Street Association for funding in the amount of $25,200. *(Peter J. Stasiak, City Manager)*

G. Consider, and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Pride-in-McAlester for funding in the amount of $54,000. *(Peter J. Stasiak, City Manager)*

H. Consider, and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Junior Sunbelt Classic for 2015 funding in the amount of $15,000. *(Peter J. Stasiak, City Manager)*

I. Consider, and act upon, authorizing the Mayor to sign a City County Agreement for a Joint Civil Defense/Emergency Management Administration between the Board of County Commissioners of Pittsburg County of Oklahoma and the City of McAlester for funding in the amount of $42,500. *(Peter J. Stasiak, City Manager)*

J. Ratify and approve application and participation agreement with **Lincoln National Life Insurance Company** for Long Term Disability Insurance for full time regular employee for a period of July 1, 2014 through June 30, 2015. *(Toni Ervin, CFO)*

K. Consider, and act upon, authorizing the Mayor to sign an Annual Engagement Letter with Crawford & Associates, P.C., for the period of July 1, 2014 through June 30, 2015. *(Toni Ervin, CFO)*

L. Consider, and act upon, authorizing the Mayor to sign an agreement between City of McAlester and the Blackboard Connect, Inc. to provide a fully hosted alert notification system for emergency notifications, by way of a Master Agreement dated September 16, 2009. *(Shawn Smith, E-911 Manager)*

M. Consider and act upon a request from the Pittsburg County Chapter NAACP to use the Michael J. Hunter Park, 14^{th} and Chickasaw, Oklahoma on Saturday, June 21, 2014 from 8:00am until 5:00 p.m. to hold the Juneteenth Celebration. *(Miller Newman, President, Pittsburg County Chapter NAACP)*

N. Concur with Mayor's Appointment of Heather Para, 1102 S. 2^{nd} Street, McAlester, 74501 to the McAlester Library Advisory Board for an unexpired term ending December, 2015. *(Steve Harrison, Mayor)*

O. Consider, and act upon, concurrence with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 137194-TW. *(Cora Middleton, City Clerk)*

P. Consider, and act upon, a "Pledge and Guarantee" document which authorizes the annual renewal of the City of McAlester's Participation Agreement with the Association for Landfill Financial Assurance (ALFA). *(John C. Modzelewski, City Engineer/Public Works Director)*

Q. Consider, and act upon, authorization of payment to Bank of America Merrill Lynch, Global Custody and Agency Services, Attention: Val Opperman, escrow agent for Austin Paving, LLC, in the amount of $57,706.67 for Pay Estimate 3, , for construction services related to CIP#1 and funded through the McAlester Public Works Construction Fund Series 2013 Project Account. *(John C. Modzelewski, City Engineer/Public Works Director)*

R. Consider, and act upon, authorization of payment to Oklahoma Department of Environmental Quality, in the amount of $1,454.59, for water and sewer permit fees related to CIP#2 and funded through the McAlester Public Works Construction Fund Series 2013 Project Account. *(John C. Modzelewski, City Engineer/Public Works Director)*

S. Consider, and act upon, authorization of payment to Mehlburger Brawley, Invoice No. MC-14-01-02, in the amount of $38,725.00, for engineering services related to CIP#3 and funded through the McAlester Public Works Construction Fund Series 2013 Project Account. *(John C. Modzelewski, City Engineer/Public Works Director)*

Vice-Mayor Read requested that items "I, L and Q" be removed for individual consideration.

Councilman Titsworth requested that item "J" be removed for individual consideration.

Councilman Smith requested that items "E, F and G" be removed for individual consideration.

Manager Stasiak asked that items "H and N" be removed for individual consideration and Mayor Harrison asked that item "D" be removed for individual consideration.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve Consent Agenda items "A, B, C, K, M, O, P, R and S". There was no discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

Items Removed from Consent Agenda

D. Approval of Claims for May 21, 2014 to June 3, 2014. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - $105,787.70; Nutrition - $1,099.63; Tourism Fund - $6,696.85; SE Expo Center - $2,794.73; E-911 - $906.17; Economic Development - $34,566.31; CDBG Grants Fund - $81,596.00; Fleet Maintenance - $5,530.27 and CIP Fund - $7,157.84.

A motion was made by Councilman Karr and seconded by Vice-Mayor Read to approve the Claims for May 21, 2014 to June 3, 2014.

Before the vote, Mayor Harrison explained that he had requested this removed for individual consideration because there was a payment to him. There was no other discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

E. Consider, and act upon, authorizing the Mayor to sign a contract between the City of McAlester and the Oklahomans for Independent Living for funding in the amount of $21,600. *(Peter J. Stasiak, City Manager)*

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to authorize the Mayor to sign a contract between the City of McAlester and the Oklahomans for Independent Living for funding in the amount of $21,600.

Before the vote, there was discussion among the Council and Pam Pulchny, Executive Director for Oklahoman's for Independent Living concerning OIL adhering more closely to the contract, being more specific about activities and goals, increasing the funding to the previous year's level, the activities and services that O.I.L. furnished for the citizens of McAlester.

Vice-Mayor Read commented about attending the "Open House" at O.I.L. He then moved to increase the funding for O.I.L to $24,000. The motion was seconded by Councilman Garvin.

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

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

Mayor Harrison declared the motion carried.

F. Consider, and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Main Street Association for funding in the amount of $25,200. *(Peter J. Stasiak, City Manager)*

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to authorize the Mayor to sign a contract between the City of McAlester and Main Street Association for funding in the amount of $25,200.

Before the vote, there was discussion among the Council including Chris Taylor, Board Chair of McAlester Main Street Association regarding the groups goals and objectives, being more transparent, more information included in the groups quarterly reports, and increasing the funding level of the group.

Mayor Harrison moved to increase the funding to $27,398. The motion was seconded by Vice-Mayor Read, there was no further discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

G. Consider, and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Pride-in-McAlester for funding in the amount of $54,000. *(Peter J. Stasiak, City Manager)*

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to authorize the Mayor to sign a contract between the City of McAlester and Pride-in-McAlester for funding in the amount of $54,000.

Before the vote, there was discussion among the Council including Regina Peoples, Executive Director of Pride In McAlester and Justin Few, Board Chairman concerning more specific goals, what activities would have to be adjusted to compensate for less funding, the group moving into a different building and only having one (1) Household Hazardous Waste clean ups each year.

Vice-Mayor Read moved to amend the motion to increase Pride In McAlester's funding to $60,000. The motion was seconded by Councilman Karr. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Read, Karr & Mayor Harrison

NAY: Councilman Garvin, Smith & Titsworth

Mayor Harrison declared the motion failed.

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

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

Mayor Harrison declared the motion carried.

H. Consider, and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Junior Sunbelt Classic for 2015 funding in the amount of $15,000. *(Peter J. Stasiak, City Manager)*

A motion was made by Councilman Karr and seconded by Vice-Mayor Read to authorize the Mayor to sign a contract between the City of McAlester and Junior Sunbelt Classic for 2015 funding in the amount of $15,000.

Before the vote, Manager Stasiak explained that this item would be funding for the June 2015 event and that the Council has always requested the final results of the event prior to considering the contract. He recommended that this item be pulled and brought back after the group had had time to collect all of the information.

There was a brief discussion concerning the information that would be furnished and some of the language in the contract.

This item was pulled with no action taken.

I. Consider, and act upon, authorizing the Mayor to sign a City County Agreement for a Joint Civil Defense/Emergency Management Administration between the Board of County Commissioners of Pittsburg County of Oklahoma and the City of McAlester for funding in the amount of $42,500. *(Peter J. Stasiak, City Manager)*

A motion was made by Councilman Garvin and seconded by Councilman Karr to authorize the Mayor to sign a City County Agreement for a Joint Civil Defense/Emergency Management Administration between the Board of County Commissioners of Pittsburg County of Oklahoma and the City of McAlester for funding in the amount of $42,500.

Before the vote, there was discussion among the Council including Manager Stasiak concerning the amount of requested funding, the amount that had been budgeted, that there was no requirement in the contract for accounting of funds spent, how much the County and other communities contributed to the Emergency Management, tabling the item until the next meeting and having the new Executive Director address the Council to answer questions.

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

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

Mayor Harrison declared the motion carried.

J. Ratify and approve application and participation agreement with **Lincoln National Life Insurance Company** for Long Term Disability Insurance for full time regular employee for a period of July 1, 2014 through June 30, 2015. *(Toni Ervin, CFO)*

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to Ratify and approve the application and participation agreement with **Lincoln National Life Insurance Company** for Long Term Disability Insurance for full time regular employee for a period of July 1, 2014 through June 30, 2015.

Before the vote, there was discussion among the Council including CFO Ervin and Manager Stasiak concerning the amount of the premiums, who paid the premiums, the length of the long term disability, if this benefit had been looked at competitively and that this was normally done with the health insurance package.

Manager Stasiak explained that the Council had previously approved the City moving dental, vision and life insurance coverage to OPEH&W, but with the increase that that group had experienced with Long Term Disability it was recommended that the City keep its' Long Term Disability Insurance with Lincoln National Life Insurance Company. He added that eventually the City would like to have all insurance with OPEH&W.

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

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

Mayor Harrison declared the motion carried.

L. Consider, and act upon, authorizing the Mayor to sign an agreement between City of McAlester and the Blackboard Connect, Inc. to provide a fully hosted alert notification system for emergency notifications, by way of a Master Agreement dated September 16, 2009. *(Shawn Smith, E-911 Manager)*

A motion was made by Councilman Karr and seconded by Councilman Smith to authorize the Mayor to sign an agreement between City of McAlester and the Blackboard Connect, Inc. to provide a fully hosted alert notification system for emergency notifications, by way of a Master Agreement dated September 16, 2009.

Before the vote, there was discussion among the Council including Manager Stasiak and Attorney Ervin concerning what the service did, if this item should have been to ratify the agreement, if the price had been locked in, what fund paid for this service and if cell phones could be registered.

Vice-Mayor Read moved to table the agreement until a new agreement was received. The motion was seconded by Councilman Smith. There was no further discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

N. Concur with Mayor's Appointment of Heather Para, 1102 S. 2nd Street, McAlester, 74501 to the McAlester Library Advisory Board for an unexpired term ending December, 2015. *(Steve Harrison, Mayor)*

Manager Stasiak explained that he had requested that this item be pulled since he had not been able to contact Ms. Para to get a biography.

This item was pulled with no action.

Q. Consider, and act upon, authorization of payment to Bank of America Merrill Lynch, Global Custody and Agency Services, Attention: Val Opperman, escrow agent for Austin Paving, LLC, in the amount of $57,706.67 for Pay Estimate 3, , for construction services related to CIP#1 and funded through the McAlester Public Works Construction Fund Series 2013 Project Account. *(John C. Modzelewski, City Engineer/Public Works Director)*

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to authorize payment to Bank of America Merrill Lynch, Global Custody and Agency Services, Attention: Val Opperman, escrow agent for Austin Paving, LLC, in the amount of $57,706.67 for Pay Estimate 3, for construction services related to CIP#1 and funded through the McAlester Public Works Construction Fund Series 2013 Project Account.

Before the vote, Vice-Mayor Read asked that the City Engineer inform the Council of the percentage of work that had been completed on this project and of the percentage of money paid to the contractor, Austin Paving.

John C. Modzelewski, City Engineer/Public Works Director addressed the Council explaining that this payment would bring the total amount paid to Austin Paving to around $200,000.00 and approximately 30% of the work had been completed according to the pay estimate.

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

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

Mayor Harrison declared the motion carried.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to open a Public Hearing to address five (5) Ordinances. There was no discussion and the vote was taken as follows:

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

Mayor Harrison declared the motion carried and the Public Hearing was opened at 7:10 P.M.

Public Hearing

- **A PUBLIC HEARING ON THE PROPOSED FY 2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SMALL CITIES GRANT; PROPOSED WATER PROJECT.**

- **TO RECEIVE PUBLIC COMMENT ON CITY OF MCALESTER PROPOSED FISCAL YEAR 2014-2015 ANNUAL OPERATING BUDGET.**

- **AN ORDINANCE ADOPTING THE BUDGET OF THE CITY OF McALESTER, OKLAHOMA FOR THE FISCAL YEAR 2014-2015.**

- **AN ORDINANCE OF THE CITY OF MCALESTER WITH PROPOSED AMENDMENTS TO THE MCALESTER CITY CHARTER, AND AUTHORIZING THE MAYOR TO SUBMIT THE PROPOSED CHANGES TO THE QUALIFIED REGISTERED VOTERS OF THE CITY OF MCALESTER; AND CONSIDER AND ACT TO APPROVE A RESOLUTION CALLING A SPECIAL ELECTION FOR THE PURPOSE OF SUBMITTING THE PROPOSED CHARTER CHANGES TO THE QUALIFIED ELECTORS OF THE CITY, AND AUTHORIZING THE ISSUANCE OF A PROCLAMATION FOR THE ELECTION REGARDING THE PROPOSITIONS TO CHANGE THE MCALESTER CITY CHARTER**

- **CONSIDER, AND ACT TO APPROVE AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF MCALESTER, AMENDING ARTICLE IV. HOTEL TAX, SECTION 98-107 (A); IMPOSITON OF TAX; EXEMPTIONS; BY INCREASING THE TAX PERCENT FROM FOUR TO SIX PERCENT; AND AMENDING SECTION 98-123 (1), (2) AND (3); PURPOSE OF REVENUES, AND AUTHORIZING THE MAYOR TO SUBMIT THE PROPOSED CHANGES TO THE QUALIFIED REGISTERED VOTERS OF THE CITY OF MCALESTER; AND CONSIDER AND ACT TO APPROVE A RESOLUTION CALLING A SPECIAL ELECTION FOR THE PURPOSE OF SUBMITTING THE PROPOSED**

CODE CHANGES TO THE QUALIFIED ELECTORS OF THE CITY, AND AUTHORIZING THE ISSUANCE OF A PROCLAMATION FOR THE ELECTION REGARDING THE PROPOSITIONS TO CHANGE THE MCALESTER CITY HOTEL/MOTEL TAX.

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

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

Mayor Harrison declared the motion carried and the Public Hearing was closed at 7:12 P.M.

Scheduled Business

1. Union Pacific Safety presentation and general discussion. *(Stephen W. Lazzari, Manager of Public Safety, Union Pacific Railroad)*

Executive Summary
Discussion only.

Stephen W. Lazzari, Manager of Pubic Safety, Union Pacific Railroad addressed the Council reviewing with them a brief safety presentation. He highlighted some of the major safety concerns that the railroad deals with daily and emphasized the dangers surrounding railroad crossings. He explained that "Quiet Zones" in cities required engineering upgrades.

There was a brief discussion among the Council including Mr. Lazzari concerning the requirements for a quiet zone, trains parked across the intersections, who is responsible for the railroad crossings, the allowed decimal level of the train horns, and contacting the railroad when any problems were identified.

There was no action on this item.

2. Consider, and act upon, Adopting Citizen's Participation Plan for FY-2014 CDBG Project. *(Millie Vance, Millie Vance, Inc.)*

Executive Summary
Motion to approve Citizen's Participation Plan for FY-2014 CDBG Project.

A motion was made by Councilman Karr and seconded by Vice-Mayor Read to approve the Citizen's Participation Plan for FY-2014 CDBG Project.

Before the vote, Manager Stasiak informed the Council that the City would be addressing the 2014 CDBG Small Cities Grant and that Millie Vance would be administering the grant again this year. He added that Ms. Vance had done an outstanding job with the previous grant projects and she was in attendance to answer any questions.

Ms. Vance addressed the Council explaining the CDBG grant process. She commented that this program had been set up for communities with populations between fifteen thousand (15,000) and fifty thousand (50,000) and that there were nineteen (19) small cities that were eligible to participate. She added that this year only thirteen (13) had applied and this would give McAlester about $20,000 more this year.

There was discussion among the Council including Ms. Vance and Manager Stasiak concerning the type of projects that could be done with the grant funds, what most cities used the funding for, the criteria that had to be met in the area a project was planned, if the City had a formal grading system to determine the priority of projects and getting more community involvement in selection of the projects.

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

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

Mayor Harrison declared the motion carried.

3. Consider, and act upon, Adopting a Resolution to Apply for FY-2014 CDBG Small Cities Grant, Proposed Water Line Project. *(Millie Vance, Millie Vance, Inc.)*

Executive Summary
Motion to approve adopting the resolution to Apply for the FY-2014 CDBG Small Cities Grant, Proposed Water Line Project.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to adopt a Resolution to apply for FY-2014 CDBG Small Cities Grant, Proposed Water Line Project.

Before the vote, Ms. Vance explained that this was the City's formal statement that they wanted to make the application. There was no other discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

4. Consider, and act upon, Adopting a Resolution to Leverage (Matching) funds for FY-2014 CDBG Small Cities Grant, Proposed Water Line Project. *(Millie Vance, Millie Vance, Inc.)*

Executive Summary
Motion to approve to Leverage (Matching) funds for FY-2014 CDBG Small Cities Grant, Proposed Water Line Project.

Councilman Garvin moved to adopt RESOLUTION NO. 14-09, to leverage (matching) funds for FY-2014 CDBG Small Cities Grant, Proposed Water Line Project. The motion was seconded by Councilman Karr.

Before the vote, Ms. Vance explained that this money would be in next year's budget and the match amount of the City would be $97,473.00.

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

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

Mayor Harrison declared the motion carried.

5. Consider, and act upon Adopting a Residential Anti-Displacement Plan for FY-2014 CDBG Small Cities Grant, Proposed Water Line Project. *(Millie Vance, Millie Vance, Inc.)*

Executive Summary
Motion to approve a Residential Anti-Displacement Plan for FY-2014 CDBG Small Cities Grant, Proposed Water Line Project.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve a Residential Anti-Displacement Plan for FY-2014 CDBG Small Cities Grant, Proposed Water Line Project.

Before the vote, Ms. Vance explained that there was no intent to displace any citizens.

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

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

Mayor Harrison declared the motion carried

6. Consider, and act upon, Adopting Contract with Millie Vance Incorporated to prepare FY-2014 CDBG grant application and administer project. *(Millie Vance, Millie Vance, Inc.)*

Executive Summary
Motion to approve to Contract with Millie Vance Incorporated to prepare FY-2014 CDBG grant application and administer project.

A motion was made by Councilman Karr and seconded by Vice-Mayor Read to approve a contract with Millie Vance Incorporated to prepare FY-2014 CDBG grant application and administer project.

Before the vote, Ms. Vance stated that this was the same contract as last year.

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

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

Mayor Harrison declared the motion carried.

7. Reading of CDBG Proclamation supporting and encouraging Fair Housing practices. *(Millie Vance, Millie Vance, Inc.)*

Executive Summary

A Reading of the Proclamation supporting and encouraging Fair Housing practices.

Mayor Harrison read the Proclamation supporting and encouraging Fair Housing Practices in the City of McAlester.

There was no action taken on this item.

8. Discussion regarding, request from Ms. Connie J. Davis-Counts to waive the 90 day period to hold another dirt event at the SE Expo in October 2014. *(Jerry Lynn Wilson, Expo Center Manager)*

Executive Summary

Discussion of request from Ms. Connie J. Davis-Counts.

Manager Stasiak informed the Council that Ms. Davis-Counts had requested an opportunity to address the Council.

Connie J. Davis-Counts addressed the Council regarding several events she would like to bring to the City of McAlester to possibly help bring sales and Hotel/Motel tax into the City.

There was a brief discussion among the Council including Ms. Davis-Counts and Manager Stasiak concerning the various events and scheduling at the Expo.

There was no action taken on this item.

9. Consider, and act upon, an Ordinance adopting the budget of the City of McAlester, Oklahoma, for the fiscal year 2014-2015; providing for severability clause; and declaring an emergency. *(Toni Ervin, CFO and Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve an Ordinance adopting the budget for fiscal year 2014-2015 and declaring an emergency.

ORDINANCE NO. 2501

AN ORDINANCE ADOPTING THE BUDGET OF THE CITY OF McALESTER, OKLAHOMA FOR THE FISCAL YEAR 2014-2015.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve **ORDINANCE NO. 2501,** adopting the FY 2014-2015 Operating Budget of the City of McAlester.

Before the vote, Manager Stasiak commented that the City had met the requirements of the Charter with the Public Hearings and Budget Workshop. He stated that there were some changes that needed to be made but the Council could adopt the Budget and staff make the changes that had been discussed tonight.

Attorney Ervin concurred that Council could adopt the Budget and staff make the necessary changes.

Mayor Harrison asked if Councilman Smith and Vice-Mayor Read were okay with this approval. Both indicated that they were in agreement with the approval with the changes that had been discussed.

Mayor Harrison stated that the motion was to approve the FY 2014-2015 Budget with the changes to the funding of the Oklahomans for Independent Living and the McAlester Main Street Association. There was no further discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

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

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

Mayor Harrison declared the motion carried.

10. CONSIDER AND ACT TO APPROVE AN ORDINANCE OF THE CITY OF MCALESTER WITH PROPOSED AMENDMENTS TO THE MCALESTER CITY CHARTER, AND AUTHORIZING THE MAYOR TO SUBMIT THE PROPOSED CHANGES TO THE QUALIFIED REGISTERED VOTERS OF THE CITY OF MCALESTER; AND CONSIDER AND ACT TO APPROVE A RESOLUTION CALLING A SPECIAL ELECTION FOR THE PURPOSE OF SUBMITTING THE PROPOSED CHARTER CHANGES TO THE QUALIFIED ELECTORS OF THE CITY, AND AUTHORIZING THE ISSUANCE OF A PROCLAMATION FOR THE ELECTION REGARDING THE PROPOSITIONS TO CHANGE THE MCALESTER CITY CHARTER. *(William J. Ervin, City Attorney)*

Executive Summary
Motion to approve an Ordinance proposing amendments to the City of McAlester Charter.

ORDINANCE NO. 2502

AN ORDINANCE AUTHORIZING THE CITY OF MCALESTER, OKLAHOMA TO SUBMIT TO THE REGISTERED QUALIFIED VOTERS OF SAID CITY WHETHER SPECIFIC CHANGES TO THE CITY CHARTER SHOULD BE APPROVED.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve **ORDINANCE NO. 2502,** RESOLUTION NO. 14-10 and the Proclamation to authorize and call a Special Election to submit to the registered qualified voters of the City of McAlester whether specific changes to the City Charter should be approved.

Before the vote, Attorney Ervin commented that the Ordinance, Resolution and proclamation were in the agenda packets. He stated that he had initial inquiry from the City Manager concerning raising the debt limitation of the Authorities with Municipal beneficiary. He explained that he had brought additional documentation if that was the Council's wish.

There was discussion among the Council including Attorney Ervin regarding the language in the propositions, the City's Charter provision regarding the authorities, moving the authorities limit to one million but keeping it separate from the Hospital's debt limitation and how the propositions would be numbered and worded and having language in two (2) of the propositions that would adjust the limit of the hospital debt.

Councilman Smith moved to approve **ORDINANCE NO. 2502,** RESOLUTION NO. 14-10 and the Proclamation to authorize and call a Special Election to submit to the registered qualified voters of the City of McAlester whether specific changes to the City Charter should be approved with the changes discussed to the propositions to increase the debt limitation of the Hospital and authorities. The motion was seconded by Councilman Titsworth. There was no further discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

11. CONSIDER, AND ACT TO APPROVE AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF MCALESTER, AMENDING ARTICLE IV. HOTEL TAX, SECTION 98-107 (A); IMPOSITON OF TAX; EXEMPTIONS; BY INCREASING THE TAX PERCENT FROM FOUR TO SIX PERCENT; AND AMENDING SECTION 98-123 (1), (2) AND (3); PURPOSE OF REVENUES, AND AUTHORIZING THE MAYOR TO SUBMIT THE PROPOSED CHANGES TO THE QUALIFIED REGISTERED VOTERS OF THE CITY OF MCALESTER; AND CONSIDER AND ACT TO APPROVE A RESOLUTION CALLING A SPECIAL ELECTION FOR THE PURPOSE OF SUBMITTING THE PROPOSED CODE CHANGES TO THE QUALIFIED ELECTORS OF THE CITY, AND AUTHORIZING THE ISSUANCE OF A PROCLAMATION FOR THE ELECTION REGARDING THE PROPOSITIONS TO CHANGE THE MCALESTER CITY HOTEL/MOTEL TAX. *(Cora Middleton, City Clerk)*

Executive Summary
Motion to approve an Ordinance proposing changes to the City of McAlester Hotel/Motel Tax rate and use.

ORDINANCE NO. 2503

AN ORDINANCE AUTHORIZING THE CITY OF MCALESTER, OKLAHOMA TO SUBMIT TO THE REGISTERED VOTERS OF SAID CITY WHETHER THE EXCISE TAX LEVIED UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM THE RENT FROM OCCUPANCY OF HOTEL /MOTEL ROOMS SHALL BE INCREASED FROM FOUR PERCENT (4%) TO SIX PERCENT (6%); AND AMENDING SECTION 98-123 (1), (2) AND (3); PURPOSE OF REVENUES.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve **ORDINANCE NO. 2503**, RESOLUTION NO. 14-11 and the Proclamation to authorize and call a Special Election to submit to the qualified electors of the City of McAlester whether a change to the Hotel/Motel tax should be approved.

Before the vote, Manager Stasiak reminded the Council that at the last meeting that an increase from 4% to 6% of the Hotel/Motel tax had been discussed. He commented that the language had been left broad enough to not limit what the money could be spent on.

Councilman Smith distributed language that he felt would be more appropriate to make the language broad enough.

There was discussion among the Council including Attorney Ervin concerning the language, and keeping it as simple as possible but leave it broad enough.

Councilman Titsworth moved to amend the language of the Proposition to cut the second sentence of the original proposition and add "Examples of authorized purposes include, but are not limited to:

I. acquiring sites for and/or constructing, enlarging, and maintaining convention centers and/or visitor information centers;
II. advertising and promotional programs to attract tourists and participants to sports and arts and humanity events; and
III. building, restoring, preserving and promoting parks or historic sites or museums that will attract tourists."

The motion was seconded by Councilman Smith. There was no further discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

12. 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 purchase of fire hose and equipment.

A motion was made by Councilman Karr and seconded by Councilman Garvin to approve the purchase of fire hose and equipment with funds from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Before the vote, Chief Brewer addressed the Council explaining during the annual inspection of the departments fire hose and equipment several items had failed the NFPA 1962 standards. He commented that the department would need to replace all faulty equipment.

There was a brief discussion among the Council concerning the location of the vendor and the difference between the low bidder and the local bidder. There was no further discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

New Business

There was no new business.

City Manager's Report

- Report on activities for the past two weeks.

Manager Stasiak reported that Severn Trent would be mobilizing next week.

Remarks and Inquiries by City Council

Councilmen Smith, Titsworth, Read, Karr and Garvin did not have comments for the evening.

Vice-Mayor Read expressed his appreciation of Manager Stasiak, CFO Ervin and all of the staff for their efforts in preparing this years' budget.

Mayor's Comments and Committee Appointments

Mayor Harrison did not have any comments for the evening.

Recess Council Meeting

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

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

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

Mayor Harrison declared the motion carried and the meeting was recessed at 8:40 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 8:42 P.M.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to recess the Regular Meeting for an Executive Session in accordance with Title 25, Sec. 307.B.2, to discuss negotiations concerning employees and representatives of employee groups: IAFF

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

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

Mayor Harrison declared the motion carried and the meeting was recessed at 8:43 P.M.

Executive Session
Recess into Executive Session in compliance with Section Title 25 Section 307 B.2 et.seq. Oklahoma Statutes, to wit:

1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups: IAFF

Reconvene into Open Session
Take any action as a result from Executive Session.

- Consider, and act upon, the IAFF, Local 2284, 2014-2015 Contract.

The Regular Meeting was reconvened at 9:18 P.M. Mayor Harrison reported that the Council had recessed the Regular Meeting for an Executive Session to discuss negotiations concerning employees and representatives of employee groups: IAFF, in accordance with Title 25, Sec. 307.B.2. Only that matter was discussed, no action was taken, and the Council returned to open session at 9:18 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 Karr. There was no discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried, and the meeting was adjourned at 9:20 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

June 17, 2014
Thru
July 1, 2014

PACKET: 11725 CLAIMS FOR 07/08/2014
VENDOR SET: 01
FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1 MISC VENDOR					
ANGELO RIVERS	I-201406186341	01 -5431331	EMPLOYEE TRAV ANGELO RIVERS: OSFA CONF.	069708	119.84
MIKE CANIGLIA	I-201406186343	01 -5431331	EMPLOYEE TRAV MIKE CANIGLIA: OSFA CONF.	069709	473.49
KIMBERLY BOYLES	I-201406186344	01 -5324207	CLOTHING ALLO KIMBERLY BOYLES: CLOTHING ALLO	069710	223.65
MICHELE GARRETT	I-201406186345	01 -5324207	CLOTHING ALLO MICHELE GARRETT: CLOTHING ALLO	069711	250.00
BRETT BREWER	I-201406186346	01 -5431331	EMPLOYEE TRAV BRETT BREWER: TRAVEL EXP	069712	65.58
LINDA DANIELS	I-201406256358	01 -5210331	EMPLOYEE TRAV LINDA DANIELS: TRAVEL EXP	069748	148.96
GARY WANSICK	I-201406256359	01 -5321331	EMPLOYEE TRAV GARY WANSICK: TRAVEL EXP	069749	123.45
01-A00026 AT & T LONG DISTANCE					
	I-201406256366	01 -5215315	TELEPHONE UTI PHONE EXP-LONG DISTANCE	069750	94.54
01-A00028 "A" PLUS LAWN SERVICE					
	I-13-02254	01 -5542308	CONTRACTED SE CONTRACT MOWING FEE	069780	1,250.00
01-A00200 ADAM TRUE VALUE & AG SU					
	I-252099	01 -5544206	CHEMICALS CHEMICALS FOR SBC	069782	1,100.00
01-A00267 AIRGAS, INC					
	I-9028082853	01 -5432202	OPERATING SUP OXYGEN & EMS SUPPLIES	069783	30.94
	I-9028266316	01 -5432202	OPERATING SUP OXYGEN & EMS SUPPLIES	069783	117.55
	I-9028312829	01 -5543203	REPAIRS & MAI BOTTLE RENTAL FOR POOLS	069783	173.82
	I-9028545778	01 -5432202	OPERATING SUP OXYGEN & EMS SUPPLIES	069783	203.65
	I-9028949519	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES FOR EMS	069783	169.37
	I-9028949520	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES FOR EMS	069783	63.03
	I-9918860521	01 -5432202	OPERATING SUP OXYGEN & EMS SUPPLIES	069783	267.83
01-A00345 ALL ABOUT U PLUMBING					
	I-13-02417	01 -5542316	REPAIRS & MAI PLUMBING WORK @ CHADICK	069785	1,187.50
01-A00362 ALLEGIANCE COMMUNICATIO					
	I-201406186348	01 -5431328	INTERNET SERV INTERNET SVS-N FIRE STATION	069713	62.95
	I-201406186348	01 -5431328	INTERNET SERV INTERNET SVS-S FIRE STATION	069713	62.95
	I-201406256361	01 -5547328	INTERNET SERV INTERNET SVS-OAK HILL CEMETERY	069751	59.95
01-A00751 ATWOODS					
	I-2104/9	01 -5543203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	069788	10.77
	I-2109/9	01 -5652207	CLOTHING ALLO BOOT ALLOWANCE	069788	89.99
	I-2112/9	01 -5543203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	069788	22.25
	I-2115/9	01 -5321202	OPERATING SUP ROLL-A-TAPE FOR POLICE	069788	119.98
	I-2118/9	01 -5543203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	069788	125.82
	I-2122/9	01 -5431204	SMALL TOOLS MISC SUPPLIES FOR FIRE	069789	149.91
01-A00754 ATLANTIC MEECO, INC					
	I-INC014543	01 -5542316	REPAIRS & MAI DOCK REPAIR-MCAL LAKE	069790	3,146.00
01-A00775 AUTO ZONE					
	I-0519443953	01 -5431202	OPERATING SUP MISC AUTO SUPPLIES	069792	198.55

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VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00089 BANK OF OKLAHOMA					
	I-5081215	01 -5547308	CONTRACTED SE CEM CARE FUND ADMIN FEE	069793	368.01
01-B00180 UNION IRON WORKS, INC.					
	I-S1781718.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	069794	792.75
	I-S1799483.001	01 -5544203	REPAIRS & MAI 2" WATER PUMP FOR SBC	069794	631.33
	I-S1799537.001	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	069794	26.75
	I-S1801075.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	069794	10.08
	I-S1801123.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	069794	28.07
	I-S1801187.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	069794	39.44
01-B00593 BULLEX, INC.					
	I-58786	01 -5431203	REPAIRS & MAI LIQUID SMOKE FOR FIRE	069799	290.01
01-C00149 CANON FINANCIAL SERVICE					
	I-13904079	01 -5215312	EQUIPMENT REN MONTHLY COPIER LEASE-JUNE 2014	069800	725.00
01-C00430 CHIEF FIRE & SAFETY CO.					
	I-179186	01 -5431203	REPAIRS & MAI MISC PARTS & REPAIRS	069801	186.00
01-C00530 CMI INC					
	I-KJ789267-268	01 -5321202	OPERATING SUP (2) INTOXILYZERS	069803	698.00
01-C00840 CRAWFORD & ASSOCIATES					
	I-8196	01 -5215301	AUDITING CONSULTANT FEES	069806	641.25
01-D00006 D & D ELEVATOR INC					
	I-226	01 -5548317	ELEVATOR REPA MONTHLY MAINT FEE	069807	200.00
	I-240	01 -5548317	ELEVATOR REPA MONTHLY MAINT FEE	069807	200.00
	I-246	01 -5548317	ELEVATOR REPA MONTHLY MAINT FEE	069807	200.00
	I-247	01 -5548317	ELEVATOR REPA MONTHLY MAINT FEE	069807	200.00
	I-260	01 -5548317	ELEVATOR REPA MONTHLY MAINT FEE	069807	200.00
	I-261	01 -5548317	ELEVATOR REPA MONTHLY MAINT FEE	069807	200.00
	I-273	01 -5548317	ELEVATOR REPA MONTHLY MAINT FEE	069807	200.00
	I-274	01 -5548317	ELEVATOR REPA MONTHLY MAINT FEE	069807	200.00
01-D00052 DANIE L. TALBOT					
	I-201406306382	01 -5544308	CONTRACT LABO UMPIRE FEES-10 GAMES	069808	250.00
01-D00097 DASH MEDICAL GLOVES					
	I-INV0866657	01 -5432202	OPERATING SUP MEDICAL GLOVES	069809	407.40
01-D00402 DIAMOND TROPHY & ENGRAV					
	I-T06182014	01 -5544203	REPAIRS & MAI B-BALL LEAGUE MEDALS	069827	124.75
01-D00446 DISCOUNT ID					
	I-SI-238041	01 -5653202	OPERATING SUP ID CARD SYSTEM FOR HR	069828	1,743.10
01-E00200 ELK'S LODGE #533					

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-E00200	ELK'S LODGE #533 continued						
		I-13-02374	01 -5543202	OPERATING SUP	POOL RENTAL FEES	069830	50.00
01-E00201	EMBASSY SUITS HOTEL						
		I-81098942	01 -5320331	EMPLOYEE TRAV	TRAVEL EXP-CRIME FREE CON	069831	442.69
01-E00227	ENGRAVING & AWARDS OF N						
		I-320662	01 -5431207	CLOTHING ALLO	RETIREMENT PLAQUE	069832	645.00
01-E00259	ERGON ASPHALT & EMULSIO						
		I-9401181651	01 -5865218	STREET REPAIR	OIL FOR DURAPATCHER	069833	5,173.69
01-E00266	ERVIN & ERVIN ATTORNEYS						
		I-201407016392	01 -5214302	CONSULTANTS	CONTRACT LEGAL FEES-JULY 2014	069778	3,125.00
01-E00406	EXPRESS EMPLOYMENT PROF						
		I-14255642-2	01 -5215308	CONTRACT LIAB	ADMINTEMP FEE	069835	744.12
		I-14281521-6	01 -5215308	CONTRACT LIAB	ADMIN TEMP FEE	069835	744.12
01-F00038	FED EX						
		I-142582	01 -5321202	OPERATING SUP	SHIPPING FEES	069839	21.53
01-F00140	FIRE SERVICE TRAINING						
		I-740	01 -5653213	SAFETY EXPENS	CPR, AED & FIRST AID CERT	069840	375.00
01-G00010	G & C RENTAL CENTER, IN						
		I-27153	01 -5865218	STREET REPAIR	EQUIP RENTAL FEE	069843	60.00
		I-27566	01 -5547203	REPAIRS & MAI	EQUIPMENT RENTAL	069843	323.83
		I-28188	01 -5547203	REPAIRS & MAI	EQUIPMENT RENTAL	069843	25.50
01-G00130	GALL'S, AN ARAMARK CO.,						
		I-002034095	01 -5321207	CLOTHING ALLO	UNIFORM HASHMARKERS	069845	57.82
		I-002086549	01 -5321207	CLOTHING ALLO	UNIFORM HASHMARKERS	069845	31.63
		I-2409407	01 -5321207	CLOTHING ALLO	BADGES FOR POLICE	069845	333.00
		I-2579581	01 -5321207	CLOTHING ALLO	UNIFORM ALLOWANCE	069845	1,300.00
01-G00260	GEORGE HALIBURTON						
		I-H05-14-02	01 -5652318	ABATEMENTS	CONTRACT BRUSH HOGGING	069846	252.00
		I-H06-14-01	01 -5652318	ABATEMENTS	CONTRACT BRUSH HOGGING	069846	1,242.00
01-G00316	GIVENS LAW FIRM, P.C.						
		I-17	01 -5214302	CONSULTANTS	LEGAL FEES-GREEN	069848	26,285.07
01-G00490	GRISSOM IMPLEMENT INC						
		I-417258	01 -5432204	SMALL TOOLS	CHAIN SAW CHAINS FOR FIRE	069850	79.98
01-I00049	IDEAL CLEANING						
		I-072014-CLEANING	01 -5548203	REPAIRS & MAI	MONTHLY CLEANING SVS-CITY HALL	069852	1,275.00
		I-201407016394	01 -5548203	REPAIRS & MAI	CARPET CLEANING FEE	069852	120.00

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VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-I00110 IMPRESS OFFICE SUPPLY					
	I-036597	01 -5215202	OPERATING SUP OFFICE SUPPLIES	069853	3.62
	I-036634	01 -5215202	OPERATING SUP OFFICE SUPPLIES	069853	24.44
	I-036639	01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES	069853	17.63
	I-036659	01 -5215202	OPERATING SUP OFFICE SUPPLIES	069853	20.92
	I-036660	01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES	069853	29.40
01-I00140 INDIAN NATION WHOLESALE					
	I-6104098	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	069854	775.89
01-J00204 JEMASCO, INC					
	I-139757	01 -5542203	REPAIRS & MAI MULCH FOR MIKE DEAK FIELD	069856	1,600.00
01-K00053 KANDRA WELLS					
	I-6-17-14	01 -5215302	CONSULTANTS WEBSITE CONSULTING FEE	069857	400.00
	I-6-30-14	01 -5215302	CONSULTANTS WEBSITE CONSULTING FEE	069857	400.00
01-K00185 KENNEDY EYE CARE, LLC					
	I-11676	01 -5653213	SAFETY EXPENS SAFETY SCRIPT GLASSES	069858	134.00
01-L00380 LOCKE SUPPLY CO.					
	I-23157396-00	01 -5543203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	069863	18.37
	I-23189824-00	01 -5543203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	069863	23.31
	I-23230992-00	01 -5543203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	069863	36.58
	I-23238451-00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	069863	67.10
	I-23250020-00	01 -5543203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	069863	5.34
	I-23260204-00	01 -5543203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	069863	42.12
01-L00428 LOWE'S CREDIT SERVICES					
	I-02103	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	069865	118.59
	I-02199	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	069865	60.64
	I-02887	01 -5542203	REPAIRS & MAI MISC REPAIRS & MAINT ITEM	069865	52.13
	I-04958	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	069865	164.33
	I-05388	01 -5542203	REPAIRS & MAI MISC REPAIRS & MAINT ITEM	069865	62.15
	I-07762	01 -5320202	OPERATING EXP WTR DISPENCER FOR POLICE	069865	143.42
	I-90006668	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	069866	14.75
	I-902701	01 -5542203	REPAIRS & MAI MISC REPAIRS & MAINT ITEM	069866	85.08
01-M00080 MARLOW WHITE UNIFORMS I					
	I-INV0568812	01 -5321207	CLOTHING ALLO UNIFORM ALLOWANCE	069868	1,121.00
01-M00280 MEGAPATH					
	I-201406256362	01 -5215315	TELEPHONE UTI PHONE EXP-LONG DISTANCE	069753	998.10
01-M00470 MILLER BROTHERS ENTERPR					
	I-13679-06	01 -5432316	REPAIRS & MAI GARAGE DOOR OPENER	069870	40.00
01-M00487 MILLER OFFICE EQUIPMENT					
	I-MCA356538	01 -5215312	EQUIPMENT REN MONTHLY COPIER SVS-JULY 2014	069871	546.93

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VENDOR NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-MC0095 RICK MCFADDEN						
	I-002354	01 -5542202	OPERATING SUP	FENCE REPAIRS AT POOLS	069875	140.00
	I-002355	01 -5543203	REPAIRS & MAI	FENCE REPAIRS AT POOLS	069875	305.00
	I-13-02448	01 -5542203	REPAIRS & MAI	REPAIRS TO FENCE AT PARK	069875	200.00
01-MC0098 MCAFEE & TAFT						
	I-430374	01 -5214302	CONSULTANTS	LEGAL FEES	069876	1,840.00
	I-430375	01 -5214302	CONSULTANTS	LEGAL FEES	069876	1,564.00
	I-430376	01 -5214302	CONSULTANTS	LEGAL FEES	069876	3,519.00
	I-430377	01 -5214302	CONSULTANTS	LEGAL FEES	069876	6,325.00
	I-430378	01 -5214302	CONSULTANTS	LEGAL FEES	069876	1,518.00
	I-430379	01 -5214302	CONSULTANTS	LEGAL FEES	069876	230.00
	I-430380	01 -5214302	CONSULTANTS	LEGAL FEES	069876	69.00
	I-430381	01 -5214302	CONSULTANTS	LEGAL FEES	069876	345.00
	I-430382	01 -5214302	CONSULTANTS	LEGAL FEES	069876	391.00
01-MC0140 MCALESTER PAINT & SUPPL						
	I-00094985	01 -5865203	REPAIR & MAIN	PAINT FOR TRAFFIC CONTROL	069878	177.40
	I-00094987	01 -5543206	CHEMICALS	CHEMICALS FOR POOLS	069878	36.09
	I-00096949	01 -5543206	CHEMICALS	CHEMICALS FOR POOLS	069878	2,668.56
	I-00097004	01 -5543206	CHEMICALS	CHEMICALS FOR POOLS	069878	122.66
	I-00097289	01 -5543206	CHEMICALS	CHEMICALS FOR POOLS	069878	95.97
01-N00181 NAT'L OCCUPATIONAL HEAL						
	I-1007974	01 -5431305	PHYSICALS	HAZ-MAT PHYSICALS FEES	069880	9,500.00
01-N00250 MCALESTER NEWS CAPITAL						
	I-05614848	01 -5212317	ADVERTISING &	COUNCIL PUBLICATIONS	069881	180.00
	I-05614849	01 -5212317	ADVERTISING &	COUNCIL PUBLICATIONS	069881	11.30
	I-05614850	01 -5212317	ADVERTISING &	COUNCIL PUBLICATIONS	069881	64.95
01-N00343 NORTHERN SAFETY CO INC						
	I-90093219	01 -5653213	SAFETY EXPENS	SAFETY SUPPLIES	069883	958.34
	I-900932997	01 -5865203	REPAIR & MAIN	TRAFFIC CONES & SUPPLES	069883	354.55
	I-900953647	01 -5865203	REPAIR & MAIN	TRAFFIC CONES & SUPPLES	069883	1,872.53
01-O00075 O'REILLY AUTO PARTS						
	C-0230-202492 CR	01 -5431203	REPAIRS & MAI	MISC PARTS & SUPPLIES	069884	41.41-
	I-0230-208615	01 -5431203	REPAIRS & MAI	MISC PARTS & SUPPLIES	069885	19.77
01-O00345 OKLA DEPT OF LABOR						
	I-78562-6/2015	01 -5548203	REPAIRS & MAI	BOILER INSPECTION FEE	069888	25.00
01-O00410 OKLA STATE UNIVERSITY						
	I-50804	01 -5432331	EMPLOYE TRAVE	EMS INSTRUCTOR RENEWAL	069889	50.00
	I-51026	01 -5432331	EMPLOYE TRAVE	EMS INSTRUCTOR RENEWAL	069889	150.00
01-O00520 OIL-OK INDEPENDENT LIVI						
	I-062014-2010/2011	01 -5101355	OIL-OK FOR IN	CONTRACT WITH OIL	069890	1,800.00

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VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-O00530 OML-OK MUNICIPAL LEAGUE					
	I-053092	01 -5653317	ADVERTISING & JOB ADVERTISEMENT FEE	069891	20.00
01-O00556 OMAG-OK MUNICIPAL ASSUR					
	I-134909-SER	01 -5215323	DAMAGES DEDUCTIBLE-FENDER CASE	069892	1,000.00
01-P00078 PAMLI N. JOSLIN					
	I-644	01 -5653213	SAFETY EXPENS CLOTHING ALLOWANCE	069896	132.00
	I-646	01 -5652207	CLOTHING ALLO CLOTHING ALLOWANCE	069896	38.00
01-P00210 PEPSI COLA					
	I-126798	01 -5544203	REPAIRS & MAI CONCESSION SUPPLIES	069897	292.00
01-P00337 PITTS COUNTY CRIMINAL J					
	I-201406206352	01 -5213335	COUNTY INCARC INCARCERATION FEES- APRIL 2014	069898	5,324.00
	I-201406206353	01 -5213335	COUNTY INCARC INCARCERATION FEES-MAY 2014	069898	8,360.00
01-P00391 PK SAFETY SUPPLY CO.					
	I-215983	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	069899	406.55
01-P00451 PURCHASE POWER / PITNEY					
	I-1389093-JU2014	01 -5215317	POSTAGE POSTAGE FOR MAILINGS	069901	500.00
01-P00529 PROFESSIONAL TURF PRODU					
	I-1262240-00	01 -5542203	REPAIRS & MAI BELT FOR SWEEPER @ SBC	069902	198.19
	I-4018167-00	01 -5542203	REPAIRS & MAI BELT FOR SWEEPER @ SBC	069902	125.96
01-P00552 PUBLIC SAFETY GROUP					
	I-2010	01 -5324331	EMPLOYEE TRAV 911 TRAINING	069903	179.00
	I-2021	01 -5324331	EMPLOYEE TRAV TRAINING FEE	069903	119.00
01-P00560 PUBLIC SERVICE/AEP					
	I-201406186350	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-302 E FILLMORE	069717	265.59
	I-201406256363	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-PAVILION @ KOMAR	069754	194.86
	I-201406256363	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-KOMAR PARK	069754	37.87
01-Q00007 QFS, LLC					
	I-3004	01 -5653213	SAFETY EXPENS FIRE EXT REPAIRS	069904	41.50
01-R00210 RED RIVER SPECIALIST, I					
	I-657970	01 -5542206	CHEMICALS CHEMICALS FOR WEED CONTRO	069905	1,815.00
01-R00479 ROGER MELTON					
	I-430105	01 -5652318	ABATEMENTS CONTRACT MOWING FEE	069908	660.00
01-R00492 RONALD W BARNES					
	I-201406306383	01 -5544308	CONTRACT LABO UMPIRE FEES-7 GAMES	069909	175.00
01-R00498 DICKIE WOODRUFF dba PAI					

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01-R00498 DICKIE WOODRUFF dba PAI continued					
	I-13-02404	01 -5542316	REPAIRS & MAI LABOR TO PAINT @ HUNTER P	069910	1,750.00
01-S00009 SADLER PAPER CO					
	I-35484	01 -5543202	OPERATING SUP JANITORIAL SUPPLIES	069911	575.67
01-S00100 JODY LYNN WOOD dba SCOR					
	I-13-02387	01 -5543316	REPAIRS & MAI CONCRETE WORK @ CHADICK	069912	1,300.00
01-S00212 SERVICE & EQUIPMENT INT					
	I-2014-0320	01 -5431203	REPAIRS & MAI GENERATOR SVS FEE	069913	438.90
01-S00233 SHANNON JOHNSTON					
	I-201406306380	01 -5212308	CONTRACTED SE CONTRACT RECEPTIONIST SVS	069914	130.00
01-S00244 SHAWN SMITH					
	I-201406186347	01 -5653331	EMPLOYEE TRAV TRAVEL EXP-WORK COMP TRIAL	069718	155.76
01-S00329 SHRED-IT USA, INC-OKLAH					
	I-9403795223	01 -5212308	CONTRACTED SE SHREDDING SERVICE FEE	069916	64.00
01-S00726 STAPLES ADVANTAGE					
	I-26334	01 -5653213	SAFETY EXPENS OFFICE SUPPLIES	069919	99.99
	I-26509	01 -5320202	OPERATING EXP SPECIALTY ITEMS	069919	63.79
	I-26673	01 -5321202	OPERATING SUP MISC SUPPLIES FOR POLICE	069919	79.95
	I-26674	01 -5320202	OPERATING EXP SPECIALTY ITEMS	069919	31.58
	I-3234033575	01 -5212202	OPERATING SUP MINUTE BK FOR CITY CLERK	069919	265.21
	I-3234033577	01 -5215202	OPERATING SUP OFFICE SUPPLIES	069919	53.45
	I-3234033578	01 -5215202	OPERATING SUP OFFICE SUPPLIES	069919	60.74
	I-3234033579	01 -5653213	SAFETY EXPENS LABEL WRITER FOR SAFETY	069919	118.79
01-S00946 SUGARCREEK FOUNTAINS					
	I-0045992-IN	01 -5547203	REPAIRS & MAI WTR PUMP - POND FOUNTAIN	069920	255.00
01-S00956 SWANK MOTION PICTURES,					
	I-RG 1938203	01 -5215202	OPERATING SUP MOVIE RENTAL FOR CHADICK	069922	289.00
01-T00010 T. H. ROGERS LUMBER CO.					
	I-489474	01 -5865218	STREET REPAIR MISC STREET REP. SUPPLIES	069923	42.30
	I-489670	01 -5865218	STREET REPAIR MISC STREET REP. SUPPLIES	069923	43.43
01-T00429 THOMAS J DAVIS					
	I-201406306384	01 -5544308	CONTRACT LABO UMPIRE FEES-14 GAMES	069925	350.00
01-U00051 UTILITY SUPPLY CO.					
	I-076696	01 -5865218	STREET REPAIR REPLACEMENT MANHOLE LIDS	069929	610.68
01-U00128 UNITED PACKAGING & SHIP					
	I-141806	01 -5321202	OPERATING SUP SHIPPING FEE	069931	12.35

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01-U00128 UNITED PACKAGING & SHIP continued					
	I-142139	01 -5321202	OPERATING SUP SHIPPING FEE	069931	17.97
	I-142425	01 -5321202	OPERATING SUP SHIPPING FEE	069931	9.28
	I-142437	01 -5215202	OPERATING SUP SHIPPING FEE-GRANT	069931	25.90
01-W00040 WALMART COMMUNITY BRC					
	I-000964	01 -5431202	OPERATING SUP JANITORIAL SUPPLIES	069932	166.18
	I-001244	01 -5431202	OPERATING SUP JANITORIAL SUPPLIES	069932	34.98
	I-00448	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	069932	225.20
	I-005030	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	069932	39.36
	I-01103	01 -5321202	OPERATING SUP OPEN P.O. MISC SUPPLIES	069932	23.78
	I-03035	01 -5543203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	069932	103.98
	I-03274	01 -5543203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	069932	79.47
	I-04701	01 -5431202	OPERATING SUP JANITORIAL SUPPLIES	069932	164.58
	I-07812	01 -5321202	OPERATING SUP MISC SUPPLIES FOR POLICE	069932	8.90
	I-08923	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	069932	65.82
	I-09565	01 -5431202	OPERATING SUP JANITORIAL SUPPLIES	069932	233.28
01-W00270 WHITE ELECTRICAL SUPPLY					
	I-S1765832.001	01 -5548203	REPAIRS & MAI MISC REPAIR ITEMS	069935	26.16
01-W00381 WILLIAM D ROBERTSON					
	I-201406306385	01 -5544308	CONTRACT LABO UMPIRE FEES-9 GAMES	069936	225.00

FUND 01 GENERAL FUND TOTAL: 131,003.74

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VENDOR SET: 01
FUND : 02 MPWA

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00103 ACCURATE LABS & MINING					
	I-4F11132	02 -5974304 LAB TESTING	LAD TESTING FEES	069781	90.00
	I-4F11133	02 -5974304 LAB TESTING	LAD TESTING FEES	069781	1,480.00
	I-4F11135	02 -5974304 LAB TESTING	LAD TESTING FEES	069781	115.00
	I-4F11149	02 -5974304 LAB TESTING	LAD TESTING FEES	069781	460.00
	I-4F13013	02 -5974304 LAB TESTING	LAD TESTING FEES	069781	67.50
	I-4F19068	02 -5974304 LAB TESTING	LAD TESTING FEES	069781	25.00
	I-4F20020	02 -5974304 LAB TESTING	LAD TESTING FEES	069781	75.00
01-A00362 ALLEGIANCE COMMUNICATIO					
	I-201406186348	02 -5975328 INTERNET SERV	INTERNET SVS-HEREFORD LN	069713	62.95
01-A00423 ALLIED WASTE SERVICES O					
	I-375-000344351	02 -5866306 CONTRACTED RE	WASTE SVS FEES-MAY 2014	069714	153,076.46
	I-375-000344351	02 -5866306 CONTRACTED RE	BAD DEBT WRITE OFF	069714	82.04-
01-A00751 ATWOODS					
	I-2085/9	02 -5216202 OPERATING SUP	METER READER SUPPLIES	069788	14.99
	I-2091/9	02 -5974203 REPAIRS & MAI	MISC MAINT & REPAIRS	069788	32.97
	I-2098/9	02 -5974203 REPAIRS & MAI	MISC MAINT & REPAIRS	069788	19.92
	I-2103/9	02 -5975202 OPERATING SUP	CLOTHING/BOOT ALLOWANCE	069788	65.89
	I-2105/9	02 -5974203 REPAIRS & MAI	MISC MAINT & REPAIRS	069788	24.42
	I-2110/9	02 -5975202 OPERATING SUP	CLOTHING/BOOT ALLOWANCE	069788	100.00
	I-2111/9	02 -5975202 OPERATING SUP	CLOTHING/BOOT ALLOWANCE	069788	38.00
	I-2113/9	02 -5216202 OPERATING SUP	BOOT ALLOWANCE	069788	100.00
	I-2114/9	02 -5216202 OPERATING SUP	METER READER SUPPLIES	069788	88.89
01-B00206 BERTREM PRODUCTS, INC.					
	I-31917	02 -5974203 REPAIRS & MAI	3 ACTUATOR GEAR BOXS@WTP	069796	6,850.68
01-B00491 BRENNTAG SOUTHWEST					
	I-BSW508992	02 -5974206 CHEMICALS	CAUSTIC FOR WTP	069798	3,754.80
01-C00649 COMPUTER SUPPLIES & SER					
	I-23127	02 -5216202 OPERATING SUP	UB&C PAPER & ENVELOPES	069804	674.50
01-D00322 DEPT. OF ENVIR. QUALITY					
	I-55270586	02 -5975331 EMPLOYEE TRAV	LICENSE RENEWAL FEES	069810	138.00
	I-55271743	02 -5974331 EMPLOYEE TRAV	LICENSE RENEWAL FEE	069811	138.00
	I-5527309	02 -5973330 DUES & SUBSCR	LICENSE RENEWAL FEE	069812	92.00
	I-55273486	02 -5974331 EMPLOYEE TRAV	LICENSE RENEWAL FEE	069813	184.00
	I-55273800	02 -5974331 EMPLOYEE TRAV	LICENSE RENEWAL FEE	069814	46.00
	I-55273960	02 -5975331 EMPLOYEE TRAV	LICENSE RENEWAL FEES	069815	92.00
	I-55273961	02 -5974331 EMPLOYEE TRAV	LICENSE RENEWAL FEE	069816	92.00
	I-55274720	02 -5973330 DUES & SUBSCR	LICENSE RENEWAL FEE	069817	92.00
	I-55275089	02 -5973330 DUES & SUBSCR	LICENSE RENEWAL FEE	069818	46.00
	I-55275338	02 -5974331 EMPLOYEE TRAV	LICENSE RENEWAL FEE	069819	46.00
	I-55276319	02 -5975331 EMPLOYEE TRAV	LICENSE RENEWAL FEES	069820	46.00
	I-55276612	02 -5974331 EMPLOYEE TRAV	LICENSE RENEWAL FEE	069821	46.00

PACKET: 11725 CLAIMS FOR 07/08/2014
VENDOR SET: 01
FUND : 02 MPWA

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00322 DEPT. OF ENVIR. QUALITY continued					
	I-55276889	02 -5975331	EMPLOYEE TRAV LICENSE RENEWAL FEES	069822	46.00
	I-55277784	02 -5975330	DUES & SUBSCR LICENSE RENEWAL FEE	069823	46.00
	I-OE 4527916	02 -5974329	DEQ FEES OPERATOR EXAM FEES	069824	62.00
	I-OE 4527917	02 -5974329	DEQ FEES OPERATOR EXAM FEES	069825	62.00
01-D00323 DEPT. OF ENVIR. QUALITY					
	I-55027787	02 -5973329	DEQ FEES YRLY NPDES DUES FOR WWTP	069826	7,501.06
	I-55027788	02 -5973329	DEQ FEES YEARLY PDES FEES	069826	14,168.82
	I-55027789	02 -5974329	DEQ FEES YEARLY PDES FEES	069826	1,659.72
	I-55363206	02 -5974329	DEQ FEES ANNUAL WATER SUPPLY FEE	069826	7,000.00
01-D00540 DOLESE BROTHERS					
	C-AGCM140424	02 -5975218	STREET REPAIR CONRETE FOR ST. REPAIRS	069829	553.08-
	I-AG14063111	02 -5975218	STREET REPAIR GRAVEL FOR REPAIRS	069829	854.33
	I-AG14063571	02 -5975218	STREET REPAIR GRAVEL FOR REPAIRS	069829	347.78
	I-AG14064117	02 -5975218	STREET REPAIR GRAVEL FOR REPAIRS	069829	875.42
	I-AG14064797	02 -5975218	STREET REPAIR GRAVEL FOR REPAIRS	069829	694.81
	I-AG14065366	02 -5975218	STREET REPAIR GRAVEL FOR REPAIRS	069829	147.61
	I-RM14038605	02 -5975218	STREET REPAIR CONRETE FOR ST. REPAIRS	069829	487.00
	I-RM14038606	02 -5975218	STREET REPAIR CONRETE FOR ST. REPAIRS	069829	242.50
	I-RM14039319	02 -5975218	STREET REPAIR CONRETE FOR ST. REPAIRS	069829	833.00
	I-RM14040675	02 -5975218	STREET REPAIR CONRETE FOR ST. REPAIRS	069829	1,239.00
	I-RM14041364	02 -5975218	STREET REPAIR CONRETE FOR ST. REPAIRS	069829	931.00
01-E00321 EVANS ENTERPRISES, INC.					
	I-83531	02 -5973203	REPAIRS & MAI PUMP MOTOR REPAIR	069834	2,379.79
01-F00037 FASTENAL					
	I-OKMCA125392	02 -5974316	REPAIRS & MAI MISC REPAIR ITEMS	069838	85.13
01-F00170 FIRST NATIONAL BANK					
	I-072014-#134	02 -5864510	LEASE PAYMENT CATERPILLAR & COMPACTOR	069841	8,524.37
01-H00075 HARRIS CONSTRUCTION SER					
	I-315632	02 -5975218	STREET REPAIR FT CHG TO HAUL GRAVEL	069851	1,995.95
01-I00110 IMPRESS OFFICE SUPPLY					
	I-036587	02 -5974317	ADVERTISING/P COPY ANNUAL WTR REPORT	069853	999.70
	I-036622	02 -5216202	OPERATING SUP COPY PAPER FOR FINE INFO	069853	63.92
01-K00210 KIAMICHI ELECTRIC COOP.					
	I-201406186349	02 -5267313	ELECTRIC UTIL ELECTRIC EXP-HEREFORD LN	069715	604.70
01-L00421 LOT MAINTENANCE, INC.					
	I-032972	02 -5975230	SEWER MAIN RE VIDEO INSP @ CHADICK PK	069864	1,500.00
01-L00428 LOWE'S CREDIT SERVICES					
	I-01006	02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	069865	103.99

PACKET: 11725 CLAIMS FOR 07/08/2014
VENDOR SET: 01
FUND : 02 MPWA

VENDOR NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-L00428 LOWE'S CREDIT SERVICES continued						
	I-01751	02 -5975209	UTILITY MAINT	MISC MAINT & REPAIR ITEMS	069865	101.38
	I-06468	02 -5975209	UTILITY MAINT	MISC MAINT & REPAIR ITEMS	069865	43.39
	I-06688	02 -5974316	REPAIRS & MAI	MISC REPAIR ITEMS	069865	54.74
	I-905013	02 -5974316	REPAIRS & MAI	MISC REPAIR ITEMS	069866	47.96
01-L00433 LOVE ENVELOPES						
	I-0034150-IN	02 -5974317	ADVERTISING/P	ENVELOPES FOR CCR	069867	247.35
01-M00304 MESHEK & ASSOC., PLC						
	I-2412	02 -5871302	CONSULTANTS	PHASE II STORMWATER PGM	069869	6,502.50
01-M00532 MISTY VALLEY WATER CO.						
	I-89868	02 -5973203	REPAIRS & MAI	DISTILLED WATER FOR WWTP	069872	24.50
	I-89870	02 -5973203	REPAIRS & MAI	DISTILLED WATER FOR WWTP	069872	24.50
01-N00250 MCALESTER NEWS CAPITAL						
	I-05614826	02 -5871330	DUES & SUBSCR	PUBLICATION FEE	069881	152.34
01-O00275 OKLA DEPT OF COMMERCE						
	I-072014-#8908	02 -5267521	CDBG LOAN #89	CDBG - EDIF #8908	069887	1,145.83
01-O00565 OMNI WATER CONSULTANTS,						
	I-11233	02 -5974206	CHEMICALS	COPPER SULFATE FOR WTP	069893	7,040.00
01-P00040 PACE ANALYTICAL SERVICE						
	I-147511280	02 -5973304	LAB TESTING	MONTHLY TESTING FEES	069895	137.00
	I-147511316	02 -5973304	LAB TESTING	MONTHLY TESTING FEES	069895	191.47
	I-147511543	02 -5973304	LAB TESTING	MONTHLY TESTING FEES	069895	56.47
01-P00078 PAMLI N. JOSLIN						
	I-645	02 -5216202	OPERATING SUP	CLOTHING ALLOWANCE	069896	144.00
	I-647	02 -5975207	CLOTHING ALLO	CLOTHING ALLOW-WOLLET	069896	44.00
01-P00420 POSTMASTER						
	I-13-02330	02 -5216317	POSTAGE	POSTAGE FOR WATER BILLS	069716	10,000.00
01-P00560 PUBLIC SERVICE/AEP						
	I-201406256363	02 -5267313	ELECTRIC UTIL	ELECTRIC EXP-5200 WATERWORKS	069754	169.24
01-S00234 SHARE CORPORATION						
	I-879933	02 -5973203	REPAIRS & MAI	ENZYMES FOR WWTP	069915	277.09
01-S00530 SOUTHWEST CHEMICAL SERV						
	I-99725	02 -5974206	CHEMICALS	ALUM FOR WTP	069917	3,055.37
01-S00726 STAPLES ADVANTAGE						
	I-3234033576	02 -5267202	OPERATING SUP	OFFICE SUPPLIES	069919	117.25
	I-3234033580	02 -5267202	OPERATING SUP	INK FOR STOCK	069919	230.61

PACKET: 11725 CLAIMS FOR 07/08/2014

VENDOR SET: 01

FUND : 02 MPWA

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00726 STAPLES ADVANTAGE continued					
	I-3234033581	02 -5267202	OPERATING SUP INK FOR STOCK	069919	595.98
	I-3234606489	02 -5267202	OPERATING SUP OFFICE SUPPLIES	069919	77.84
01-T00473 TONY'S REFRIGERATION, I					
	I-1201	02 -5974203	REPAIRS & MAI ELECTRIC REPAIRS @ WTP	069926	250.00
01-U00051 UTILITY SUPPLY CO.					
	I-076697	02 -5974316	REPAIRS & MAI WATER CK VALVE FOR WTP	069929	1,432.60
01-U00128 UNITED PACKAGING & SHIP					
	I-141153	02 -5973203	REPAIRS & MAI SAMPLE SHIPPING FEES	069931	38.17
	I-141154	02 -5973203	REPAIRS & MAI SAMPLE SHIPPING FEES	069931	36.06
	I-142056	02 -5973203	REPAIRS & MAI SAMPLE SHIPPING FEES	069931	32.26
01-W00040 WALMART COMMUNITY BRC					
	I-03944	02 -5871202	OPERATING SUP CAMERA FOR ENGINEERING	069932	296.85
01-W00193 WEDDLE SIGNS					
	I-66173	02 -5267480	CONTINGENCY (LABOR/INSTALL TRAIL SIGNS	069933	1,075.00
01-W00270 WHITE ELECTRICAL SUPPLY					
	I-S1764582.001	02 -5973203	REPAIRS & MAI ELECTRICAL REPAIR ITEMS	069935	208.65
			FUND 02 MPWA	TOTAL:	254,945.85

PACKET: 11725 CLAIMS FOR 07/08/2014
VENDOR SET: 01
FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00170	FIRST NATIONAL BANK					
		I-072014-#119817	03 -5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	069841	5,020.00
				FUND 03 AIRPORT AUTHORITY	TOTAL:	5,020.00

PACKET: 11725 CLAIMS FOR 07/08/2014
VENDOR SET: 01
FUND : 08 NUTRITION

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00324 ALISHA RAE HOWELL					
	I-201406306390	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	069784	195.00
	I-201406306391	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	069784	108.08
01-G00288 GERALDINE E MALKOWSKI					
	I-201406306387	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	069847	165.00
	I-201406306388	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	069847	110.88
01-R00304 RICHELLE CHEYENNE					
	I-201406306389	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	069906	97.44
01-S00580 AT & T					
	I-201406256365	08 -5549315	TELEPHONE UTI PHONE EXP-NUTRITION	069755	196.67
			FUND 08 NUTRITION	TOTAL:	873.07

PACKET: 11725 CLAIMS FOR 07/08/2014

VENDOR SET: 01

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G00462	GREEN COUNTRY TESTING,					
		I-48745	09 -5864327	SUB TITLE D E ANNUAL STORM WATER FEE	069849	495.00
				FUND 09 LANDFILL RES./SUB-TITLE DTOTAL:		495.00

PACKET: 11725 CLAIMS FOR 07/08/2014
VENDOR SET: 01
FUND : 27 TOURISM FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-B00490 BRIGGS PRINTING						
	I-61353-4	27 -5655318	PRINTING	MCALESTER BROCHURES	069797	472.00
01-C00469 CITY OF MCALESTER SPECI						
	I-632014	27 -5655214	TOURISM EXPEN	ROOM RENTAL-BASS TOURN	069802	315.00
01-E00415 EXTREME INFLATABLES, IN						
	I-8096	27 -5655348	FESTIVAL/JULY	INFLATABLES FOR JULY 4TH	069836	6,060.00
01-E00417 RAINBOW FIREWORKS						
	I-YB260001	27 -5655348	FESTIVAL/JULY	FIREWORKS DISPLAY @ EXPO	069837	9,000.00
01-MC0134 MCALESTER MAIN STREET						
	I-062014-2010/2011	27 -5655353	MAIN STREET P	CONTRACT WITH MCALESTER MAIN S	069877	1,050.00
01-MC0155 SOUTHEASTERN OKLAHOMA R						
	I-10134	27 -5655348	FESTIVAL/JULY	ADVERTISEMENT FEE	069879	480.00
	I-4289	27 -5655348	FESTIVAL/JULY	ADVERTISEMENT FEE	069879	260.00
	I-4852	27 -5655348	FESTIVAL/JULY	ADVERTISEMENT FEE	069879	260.00
01-P00450 PRIDE IN MCALESTER						
	I-062014-2010-2011	27 -5655352	MISC PRIDE IN	CONTRACT WITH PRIDE IN McALEST	069900	2,250.00
01-P00451 PURCHASE POWER / PITNEY						
	I-1389093-JULY2014	27 -5655319	POSTAGE	POSTAGE FOR POSTAGE MACH	069901	1,500.00
01-S00726 STAPLES ADVANTAGE						
	I-26176	27 -5655202	OPERATING SUP	OFFICE SUPPLIES	069919	11.99
01-S00947 SUNSET BAND						
	I-742014	27 -5655348	FESTIVAL/JULY	BAND FOR 4TH OF JULY	069921	500.00
01-T00058 BIZTEL COMMUNICATIONS						
	I-5759	27 -5655214	TOURISM EXPEN	LABOR TO INSTALL PHONE	069924	85.00
01-T00500 TRACY PARROT						
	I-072014-RENT	27 -5655340	OFFICE RENT	TOURISM OFFICE RENTAL FEE	069927	558.20
01-W00040 WALMART COMMUNITY BRC						
	I-04098	27 -5655202	OPERATING SUP	OFFICE SUPPLIES	069932	52.62
			FUND 27	TOURISM FUND	TOTAL:	22,854.81

PACKET: 11725 CLAIMS FOR 07/08/2014
VENDOR SET: 01
FUND : 28 SE EXPO CENTER

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00192 BEN E. KEITH					
	I-62420596	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	069795	536.60
01-C00823 COUNTRY MART					
	I-4290224135	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	069805	45.23
01-D00006 D & D ELEVATOR INC					
	I-224	28 -5654316	REPAIRS & MAI MONTHLY MAINT FEE	069807	200.00
	I-245	28 -5654316	REPAIRS & MAI MONTHLY MAINT FEE	069807	200.00
	I-255	28 -5654316	REPAIRS & MAI MONTHLY MAINT FEE	069807	200.00
	I-275	28 -5654316	REPAIRS & MAI MONTHLY MAINT FEE	069807	200.00
	I-301	28 -5654316	REPAIRS & MAI SVS FEE-ELEVATOR	069807	200.00
01-J00110 JACKIE BRANNON CORR. CT					
	I-20140168	28 -5654308	CONTRACT SERV MONTHLY INMATE FEE	069855	148.93
01-L00078 LAMBERT MECHANICAL INC					
	I-140444	28 -5654203	REPAIR & MAIN A/C REPAIRS - EXPO	069861	571.00
	I-143002	28 -5654203	REPAIR & MAIN A/C REPAIRS - EXPO	069861	555.00
01-L00428 LOWE'S CREDIT SERVICES					
	C-12900	28 -5654203	REPAIR & MAIN MISC SUPPLIES FOR EXPO	069865	56.88-
	I-04788	28 -5654203	REPAIR & MAIN MISC SUPPLIES FOR EXPO	069865	75.48
	I-06814	28 -5654203	REPAIR & MAIN MISC SUPPLIES FOR EXPO	069865	105.14
	I-08863	28 -5654203	REPAIR & MAIN MISC SUPPLIES FOR EXPO	069865	118.81
01-P00210 PEPSI COLA					
	I-126914	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	069897	73.00
01-Q00007 QFS, LLC					
	I-5035	28 -5654203	REPAIR & MAIN ANNUAL INSPECTION FEE	069904	103.00

FUND 28 SE EXPO CENTER TOTAL: 3,275.31

PACKET: 11725 CLAIMS FOR 07/08/2014
VENDOR SET: 01
FUND : 29 E-911

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00146 CANADIAN VALLEY TELEPHO					
	I-1974SZ00801.019	29 -5324315	TELEPHONE UTI PHONE EXP-911 CTY TRUNCK LN	069752	113.36
01-M00715 MUSKOGEE COMMUNICATIONS					
	I-213218	29 -5324316	REPAIRS-MAINT E-911 RADIO ANALYSIS	069873	382.50
	I-213236	29 -5324316	REPAIRS-MAINT E-911 RADIO ANALYSIS	069873	212.50
01-P00552 PUBLIC SAFETY GROUP					
	I-2010	29 -5324331	EMPLOYEE TRAV E-911 TRAINING	069903	179.00
	I-2021	29 -5324331	EMPLOYEE TRAV E-911 TRAINING FEE	069903	119.00
01-S00726 STAPLES ADVANTAGE					
	I-25674	29 -5324202	OPERATING SUP E-911 OFFICE SUPPLIES	069919	69.96
01-W00040 WALMART COMMUNITY BRC					
	I-005626	29 -5324202	OPERATING SUP SUPPLIES AS NEEDED	069932	161.13
01-W00392 WINDSTREAM CORPORATION					
	I-201406256364	29 -5324315	TELEPHONE UTI PHONE EXP-911 CTY TRUNK LN	069756	444.84
			FUND 29 E-911	TOTAL:	1,682.29

PACKET: 11725 CLAIMS FOR 07/08/2014
VENDOR SET: 01
FUND : 30 ECONOMIC DEVELOPMENT

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00718 ARTESIAN HOTEL AND SPA					
	I-112	30 -5652331	EMPLOYEE TRAV TRAVEL EXP-ECON DEV MTG	069787	109.00
01-G00093 GOVERNOR'S ECONOMIC DEV					
	I-2863	30 -5652331	EMPLOYEE TRAV TRAINING EXP-ECON DEV MTG	069844	70.00
01-MC0134 MCALESTER MAIN STREET					
	I-062014-2010/2011	30 -5211353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	069877	1,050.00
01-O00275 OKLA DEPT OF COMMERCE					
	I-072014-#12248	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	069886	282.50
01-P00450 PRIDE IN MCALESTER					
	I-062014-2010-2011	30 -5211352	MISC PRIDE IN CONTRACT WITH PRIDE IN McALEST	069900	2,250.00
01-R00464 ROBISON INTERNATIONAL,					
	I-062014-2012-13	30 -5211361	LOBBYING SERV LOBBYING SERVICES-MDSA	069907	2,000.00

FUND 30 ECONOMIC DEVELOPMENT TOTAL: 5,761.50

PACKET: 11725 CLAIMS FOR 07/08/2014

VENDOR SET: 01

FUND : 32 GRANTS & CONTRIBUTIONS

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00490 BRIGGS PRINTING					
	I-61634-2	32 -5215216	UNION PACIFIC MAPS FOR WALKING TRAIL	069797	820.00
01-H00075 HARRIS CONSTRUCTION SER					
	I-315633	32 -5215220	DISC GOLF COU FRT CHG TO HAUL GRAVEL	069851	200.00
	I-315634	32 -5215220	DISC GOLF COU FRT CHG TO HAUL GRAVEL	069851	200.00
01-MC0140 MCALESTER PAINT & SUPPL					
	I-00097427	32 -5215220	DISC GOLF COU PAINT FOR DISC GOLF COURS	069878	334.77
01-T00630 TWIN CITIES READY MIX,					
	I-95251	32 -5215214	EXPENSES-DOG CONCRETE FOR DOG PARK	069928	330.00
01-W00193 WEDDLE SIGNS					
	I-66173	32 -5215216	UNION PACIFIC LABOR/INSTALL TRAIL SIGNS	069933	1,300.00
			FUND 32 GRANTS & CONTRIBUTIONS TOTAL:		3,184.77

PACKET: 11725 CLAIMS FOR 07/08/2014
VENDOR SET: 01
FUND : 35 FLEET MAINTENANCE

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00770 BOLTE ENTERPRISES, INC					
	C-944603 CR	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	069791	54.90-
	I-944600	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	069791	40.42
	I-944601	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	069791	8.40
	I-944604	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	069791	79.94
	I-944664	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	069791	111.49
	I-944686	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	069791	49.00
	I-944688	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	069791	313.26
	I-944804	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	069791	12.04
	I-944881	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	069791	9.56
	I-944959	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	069791	11.21
	I-945029	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	069791	64.48
	I-945135	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	069791	1.99
	I-945236	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	069791	13.38
01-F00305 FRONTIER EQUIP. SALES					
	I-140618McALE	35 -5862203	REPAIRS & MAI REPAIR PARTS FOR UTM-13	069842	4,768.56
01-G00490 GRISSOM IMPLEMENT INC					
	I-411848	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	069850	19.66
	I-412374	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	069850	112.03
	I-412721	35 -5862203	REPAIRS & MAI A/C CONDENSER FOR PK-35	069850	391.82
01-K00190 YELLOWHOUSE MACHINERY C					
	I-09 910244	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	069859	84.61
	I-09 910253	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	069859	167.02
01-MC0002 MCALESTER AUTO COLLISIO					
	I-2668889	35 -5862203	REPAIRS & MAI FENDER REPAIRS TO UTM-2	069874	406.00
01-N00271 FREEDOM FORD INC					
	I-155583	35 -5862203	REPAIRS & MAI MISC MAINT & REPAIRS	069882	102.53
	I-155595	35 -5862203	REPAIRS & MAI MISC MAINT & REPAIRS	069882	33.00
	I-155716	35 -5862203	REPAIRS & MAI MISC MAINT & REPAIRS	069882	48.06
	I-82079	35 -5862203	REPAIRS & MAI MISC MAINT & REPAIRS	069882	82.40
	I-82105	35 -5862203	REPAIRS & MAI MISC MAINT & REPAIRS	069882	22.25
	I-82118	35 -5862203	REPAIRS & MAI MISC MAINT & REPAIRS	069882	113.84
01-O00075 O'REILLY AUTO PARTS					
	C-0230-204225 CR	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	069884	15.52-
	C-0230-204391 CR	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	069884	16.73-
	I-0230-205486	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	069884	144.49
	I-0230-205805	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	069884	18.26
	I-0230-205875	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	069884	144.81
	I-0230-205876	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	069884	16.98
	I-0230-206073	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	069884	3.73
	I-0230-206652	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	069884	37.89
	I-0230-206658	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	069884	10.99
	I-0230-206691	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	069884	214.79

PACKET: 11725 CLAIMS FOR 07/08/2014
VENDOR SET: 01
FUND : 35 FLEET MAINTENANCE

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-O00075 O'REILLY AUTO PARTS continued					
	I-0230-206798	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	069884	9.88
	I-0230-206926	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	069884	106.59
	I-0230-206955	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	069884	7.87
	I-0230-207330	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	069885	5.54
	I-0230-207516	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	069885	11.45
	I-0230-207635	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	069885	116.84
	I-0230-207953	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	069885	9.99
	I-0230-208428	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	069885	3.65
	I-0230-208431	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	069885	241.29
	I-0230-208694	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	069885	37.98
	I-0230-208851	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	069885	38.45
01-P00023 P & K EQUIPMENT, INC					
	I-1561292	35 -5862203	REPAIRS & MAI MOWER PARTS FOR SBC	069894	415.08
01-S00710 STANDARD MACHINE LLC					
	I-238209	35 -5862203	REPAIRS & MAI MISC EQUIP REPAIRS	069918	11.05
01-U00127 UNITED ENGINES					
	I-24860	35 -5862203	REPAIRS & MAI REPAIR PARTS FOR S-35	069930	1,126.75
01-W00195 WELDON PARTS INC.					
	I-1276398-00	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	069934	6.20

FUND 35 FLEET MAINTENANCE TOTAL: 9,720.35

PACKET: 11725 CLAIMS FOR 07/08/2014
VENDOR SET: 01
FUND : 41 CIP FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00450 AM LEONARD INC.					
	I-CII4026864	41 -5542401	CAPITAL OUTLA PLUMBING & IRRIGATION	069786	376.95
01-A00770 BOLTE ENTERPRISES, INC					
	I-945163	41 -5210480	CONTINGENCY DIAGNOSTIC SYSTEM PACKAGE	069791	6,256.95
01-F00170 FIRST NATIONAL BANK					
	I-072014-#137	41 -5865510	LEASE PAYMENT LEASE PAYMENT ON DURAPATCHER	069841	3,378.84
01-K00209 KIDS PLACE DESIGNS LLC					
	I-1914	41 -5542401	CAPITAL OUTLA SHADES FOR PARK	069860	10,420.00
01-L00079 LANDPLAN CONSULTANTS, I					
	I-INVOICE 1	41 -5652402	TRAILS GRANT GRANT ADMIN-BELMONT PJT	069862	6,941.25
01-N00271 FREEDOM FORD INC					
	I-1083	41 -5321401	CAPITAL OUTLA 2 NEW POLICE UNITS	069882	40,118.31
	I-1084	41 -5321401	CAPITAL OUTLA 2 NEW POLICE UNITS	069882	34,008.52
			FUND 41 CIP FUND	TOTAL:	101,500.82
				REPORT GRAND TOTAL:	540,317.51

** G/L ACCOUNT TOTALS **

				==LINE ITEM==			==GROUP BUDGET==		
YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2013-2014	01 -5101355	OIL-OK FOR INDEPENDENT LIV	1,800.00	21,600	0.00				
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	148.96	7,700	102.00-	Y			
	01 -5212202	OPERATING SUPPLIES	265.21	600	119.07				
	01 -5212308	CONTRACTED SERVICES	194.00	1,050	88.00				
	01 -5212317	ADVERTISING & PRINTING	256.25	2,000	429.67				
	01 -5213335	COUNTY INCARCERATION EXPEN	13,684.00	22,295	6,349.00-	Y			
	01 -5214302	CONSULTANTS	42,086.07	120,000	48,040.99-	Y			
	01 -5215202	OPERATING SUPPLIES	478.07	38,500	1,178.18				
	01 -5215301	AUDITING	641.25	20,148	0.50				
	01 -5215302	CONSULTANTS	800.00	30,000	774.34-	Y			
	01 -5215308	CONTRACT LIABILITY	1,488.24	65,524	62,779.88				
	01 -5215312	EQUIPMENT RENTALS	1,271.93	31,500	1,884.53				
	01 -5215313	ELECTRIC UTILITY	498.32	287,000	7,355.13-	Y			
	01 -5215315	TELEPHONE UTILITY	1,092.64	48,924	1,461.97				
	01 -5215317	POSTAGE	500.00	16,380	3,871.98				
	01 -5215323	DAMAGES	1,000.00	5,000	1,411.19				
	01 -5320202	OPERATING EXPENSE	238.79	3,000	1,095.16				
	01 -5320331	EMPLOYEE TRAVEL & TRAINING	442.69	2,500	1,273.41				
	01 -5321202	OPERATING SUPPLIES	1,038.77	13,300	2,927.49				
	01 -5321207	CLOTHING ALLOWANCE	2,843.45	47,170	3,639.47				
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	123.45	5,500	1,275.35				
	01 -5324207	CLOTHING ALLOWANCE	473.65	1,000	526.35				
	01 -5324331	EMPLOYEE TRAVEL & TRAINING	298.00	2,000	227.56				
	01 -5431202	OPERATING SUPPLIES	797.57	10,900	135.69-	Y			
	01 -5431203	REPAIRS & MAINT SUPPLIES	893.27	7,900	798.12				
	01 -5431204	SMALL TOOLS	149.91	3,100	634.25				
	01 -5431207	CLOTHING ALLOWANCE	645.00	26,000	565.24				
	01 -5431305	PHYSICALS	9,500.00	25,000	15,025.00				
	01 -5431328	INTERNET SERVICE	125.90	2,000	140.30-	Y			
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	658.91	10,300	79.64-	Y			
	01 -5432202	OPERATING SUPPLIES	1,259.77	24,900	679.07-	Y			
	01 -5432204	SMALL TOOLS	79.98	4,000	3,920.02				
	01 -5432316	REPAIRS & MAINTENANCE	40.00	2,000	195.40				
	01 -5432331	EMPLOYE TRAVEL & TRAINING	200.00	2,800	1,610.99				
	01 -5542202	OPERATING SUPPLIES	140.00	1,200	228.63				
	01 -5542203	REPAIRS & MAINT SUPPLIES	2,529.34	57,432	356.44				
	01 -5542206	CHEMICALS	1,815.00	15,000	2,984.50				
	01 -5542308	CONTRACTED SERVICES	1,250.00	14,400	2,510.99				
	01 -5542316	REPAIRS & MAINTENANCE	6,083.50	20,188	730.28				
	01 -5543202	OPERATING SUPPLIES	625.67	12,000	357.33				
	01 -5543203	REPAIRS & MAINT SUPPLIES	946.83	10,000	114.31				
	01 -5543206	CHEMICALS	2,923.28	18,000	856.72				
	01 -5543316	REPAIRS & MAINTENANCE	1,300.00	5,000	3,514.50-	Y			
	01 -5544202	OPERATING SUPPLIES	1,001.09	12,800	204.43				
	01 -5544203	REPAIRS & MAINTENANCE SUPP	1,048.08	10,500	4,888.49				

** G/L ACCOUNT TOTALS **

				=========LINE ITEM=========			=======GROUP BUDGET=======		
				ANNUAL	BUDGET	OVER	ANNUAL	BUDGET	OVER
YEAR	ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG
	01 -5544206	CHEMICALS	1,100.00	2,500	198.00				
	01 -5544308	CONTRACT LABOR	1,000.00	15,900	984.25				
	01 -5547203	REPAIRS & MAINT SUPPLIES	604.33	10,478	3,591.99				
	01 -5547308	CONTRACTED SERVICES	368.01	4,660	244.07				
	01 -5547328	INTERNET SERVICE	59.95	720	5.40-	Y			
	01 -5548203	REPAIRS & MAINTENANCE SUPP	1,287.83	58,100	405.86				
	01 -5548317	ELEVATOR REPAIR/MAINTENANC	1,600.00	6,600	924.46-	Y			
	01 -5652207	CLOTHING ALLOWANCE	127.99	750	324.14				
	01 -5652318	ABATEMENTS	2,154.00	15,000	2,296.00				
	01 -5653202	OPERATING SUPPLIES	1,743.10	3,550	1,250.72				
	01 -5653213	SAFETY EXPENSE	2,371.35	24,000	5,036.31				
	01 -5653317	ADVERTISING & PRINTING	20.00	3,400	140.72				
	01 -5653331	EMPLOYEE TRAVEL & TRAININ	155.76	2,000	910.66				
	01 -5865203	REPAIR & MAINT-TRAFFIC CON	2,404.48	88,300	34,253.85				
	01 -5865218	STREET REPAIRS & MAINTENAN	5,930.10	265,102	22,372.07				
	02 -5216202	OPERATING SUPPLIES	1,086.30	16,300	6,602.56				
	02 -5216317	POSTAGE	10,000.00	65,400	10,400.00				
	02 -5267202	OPERATING SUPPLIES	1,021.68	9,472	654.85				
	02 -5267313	ELECTRIC UTILITY	773.94	359,123	47,331.26-	Y			
	02 -5267480	CONTINGENCY (CTY MGR)	1,075.00	25,000	23,925.00				
	02 -5866306	CONTRACTED REFUSE SERVICES	152,994.42	1,824,700	150,440.37				
	02 -5871202	OPERATING SUPPLIES	296.85	3,000	2,008.59				
	02 -5871302	CONSULTANTS	6,502.50	125,632	51,966.02				
	02 -5871330	DUES & SUBSCRIPTIONS	152.34	1,300	160.89				
	02 -5973203	REPAIRS & MAINT SUPPLIES	3,125.01	54,000	15,436.84				
	02 -5973304	LAB TESTING	384.94	25,100	8,212.33-	Y			
	02 -5973329	DEQ FEES	21,669.88	24,200	338.70				
	02 -5973330	DUES & SUBSCRIPTIONS	230.00	800	291.33-	Y			
	02 -5974203	REPAIRS & MAINT SUPPLIES	7,177.99	82,000	982.49				
	02 -5974206	CHEMICALS	13,850.17	364,164	45,370.19				
	02 -5974304	LAB TESTING	2,312.50	35,000	4,107.42				
	02 -5974316	REPAIRS & MAINTENANCE	1,620.43	64,500	21,354.23				
	02 -5974317	ADVERTISING/PRINTING/POSTA	1,247.05	6,500	315.43				
	02 -5974329	DEQ FEES	8,783.72	8,000	4,189.72-	Y			
	02 -5974331	EMPLOYEE TRAVEL & TRAININ	552.00	2,500	1,568.00				
	02 -5975202	OPERATING SUPPLIES	203.89	5,000	1,946.44				
	02 -5975207	CLOTHING ALLOWANCE	44.00	2,000	81.32				
	02 -5975209	UTILITY MAINTENANCE SUPP.	144.77	32,500	4,733.28				
	02 -5975218	STREET REPAIRS & MAINTENAN	8,095.32	120,236	8,485.41				
	02 -5975230	SEWER MAIN REPAIR	1,500.00	10,000	1,445.86				
	02 -5975328	INTERNET SERVICE	62.95	1,500	167.21				
	02 -5975330	DUES & SUBSCRIPTIONS	46.00	0	46.00-	Y			
	02 -5975331	EMPLOYEE TRAVEL & TRAININ	322.00	2,000	1,534.90				
	08 -5549308	CONTRACT SERVICES	676.40	15,500	164.01				
	08 -5549315	TELEPHONE UTILITY	196.67	3,000	83.88-	Y			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	OVER BUDG
	09 -5864327	SUB TITLE D EXPENSE	495.00	80,000	32,159.47				
	27 -5655202	OPERATING SUPPLIES	64.61	5,100	1,428.36				
	27 -5655214	TOURISM EXPENSE	400.00	48,500	4,733.59				
	27 -5655318	PRINTING	472.00	5,100	4,157.00				
	27 -5655319	POSTAGE	1,500.00	1,600	100.00				
	27 -5655348	FESTIVAL/JULY 4TH	16,560.00	16,000	3,990.00-	Y			
	27 -5655352	MISC PRIDE IN MCALESTER	2,250.00	27,000	0.00				
	27 -5655353	MAIN STREET PROGRAM	1,050.00	12,600	0.00				
	28 -5654203	REPAIR & MAINT SUPPLIES	1,471.55	18,846	1,710.69				
	28 -5654210	CONCESSION SUPPLIES	654.83	17,721	1,238.80				
	28 -5654308	CONTRACT SERVICES	148.93	3,046	1,304.34				
	28 -5654316	REPAIRS & MAINTENANCE	1,000.00	20,000	2,693.16-	Y			
	29 -5324202	OPERATING SUPPLIES	231.09	5,000	4,138.87				
	29 -5324315	TELEPHONE UTILITY	558.20	55,720	6,074.03				
	29 -5324316	REPAIRS-MAINTENANCE	595.00	2,800	582.61				
	29 -5324331	EMPLOYEE TRAVEL & TRAININ	298.00	4,500	536.20				
	30 -5211352	MISC PRIDE IN MCALESTER	2,250.00	27,000	0.00				
	30 -5211353	MAIN STREET PROGRAM	1,050.00	12,600	0.00				
	30 -5211361	LOBBYING SERVICES	2,000.00	24,000	0.00				
	30 -5652331	EMPLOYEE TRAVEL & TRAINING	179.00	17,500	8,520.72				
	32 -5215214	EXPENSES-DOG PARK	330.00	21,229	371.99				
	32 -5215216	UNION PACIFIC TRAILS PROJE	2,120.00	15,000	59.06-	Y			
	32 -5215220	DISC GOLF COURSE EXPENSE	734.77	0	8,601.03-	Y			
	35 -5862203	REPAIRS & MAINTENANCE SUPP	9,720.35	315,700	11,830.62-	Y			
	41 -5210480	CONTINGENCY	6,256.95	75,000	6,203.70				
	41 -5321401	CAPITAL OUTLAY	74,126.83	380,000	20,628.35				
	41 -5542401	CAPITAL OUTLAY	10,796.95	162,056	7,110.83-	Y			
	41 -5652402	TRAILS GRANT PROJECT	6,941.25	0	53,630.50-	Y			
	** 2013-2014 YEAR TOTALS **		517,007.77						
2014-2015	01 -5214302	CONSULTANTS	3,125.00	50,000	46,875.00				
	01 -5548203	REPAIRS & MAINTENANCE SUPP	1,275.00	42,000	40,725.00				
	02 -5267521	CDBG LOAN #8908	1,145.83	13,750	12,604.17				
	02 -5864510	LEASE PAYMENTS	8,524.37	51,147	42,622.63				
	03 -5876511	FNB LOAN #119817 PAYMENTS	5,020.00	60,240	55,220.00				
	27 -5655340	OFFICE RENT	558.20	6,700	6,141.80				
	30 -5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	3,107.50				
	41 -5865510	LEASE PAYMENTS	3,378.84	40,547	37,168.16				
	** 2014-2015 YEAR TOTALS **		23,309.74						

NO ERRORS

** END OF REPORT **

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	6/2014	3,337.54CR
01	7/2014	127,666.20CR
02	6/2014	163,831.31CR
02	7/2014	91,114.54CR
03	7/2014	5,020.00CR
08	6/2014	196.67CR
08	7/2014	676.40CR
09	7/2014	495.00CR
27	7/2014	22,854.81CR
28	7/2014	3,275.31CR
29	6/2014	558.20CR
29	7/2014	1,124.09CR
30	7/2014	5,761.50CR
32	7/2014	3,184.77CR
35	7/2014	9,720.35CR
41	7/2014	101,500.82CR
ALL		540,317.51CR

D

I was born in McAlester and have lived in this area most of my life. I have been married to my husband, Bruce, for 29 years; have four grown children, and 5 granddaughters. My work experience has been in business, education, and employment services. I currently work for Choctaw Nation Career Development as an Academic & Employment Services Specialist.

Jane Buffington
Academic & Employment Services Specialist
Choctaw Nation of Oklahoma
Career Development Program
KTC – McAlester Campus
301 Kiamichi Drive
McAlester, OK 74501
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four citizen members. The mayor may appoint himself and up to two other council members to serve on the committee.

Citizen members must either be residents of the city or their place of employment must be located within the city. Elected officials of the city and employees of the city are ineligible for citizen membership.

All of the citizen members of the committee shall be financially literate and at least one citizen member shall be a financial expert. Financial literacy is the ability to understand fundamental financial information and statements. A financial expert is someone who has an understanding of generally accepted accounting principals and financial statements, experience in applying such principles, experience in preparing, auditing, analyzing or evaluating financial information, experience with internal controls and procedures for financial reporting, or an understanding of the audit committee function.

Citizen members shall serve for a term of two years, after which they shall be eligible for reappointment for an additional two-year term. Citizen members having served two consecutive terms are ineligible for reappointment for a period of one year. To provide for continuity, terms shall be staggered where practical.
(Ord. No. 2298, § 1, 8-26-08)

Secs. 2-167—2-170. Reserved.

Sec. 2-171. Personnel board created.

(a) There shall be a personnel board consisting of five members appointed by the mayor, with the consent of the city council, for overlapping six-year terms; provided, however, that for the first appointment under the provisions of this section, one member shall be appointed for a term of two years; two members shall be appointed for a term of four years; and two members shall be appointed for a term of six years. All appointments shall begin July 1 in an even-numbered year. A member may not hold any other office or position in the city government.

The council, by a vote of at least five members, after adequate opportunity for a public hearing, may remove a member for the good of the service; and the vote shall be by yeas and nays and shall be entered in the journal. The council shall fill vacancies for the unexpired terms. Members shall serve without compensation unless council provides otherwise.

(b) At the time prescribed for the beginning of the term of a newly appointed member or as soon thereafter as practicable, the board shall elect a chairperson, a vice-chairperson, and a secretary; and the secretary need not be a member of the board. The board shall determine the time and place of its regular meetings, and the chairperson or two members may call a special meeting. The chairperson shall have power to administer oaths and affirmations.

(c) The personnel board shall have power to subpoena officers and employees of the city and other persons to testify and to produce documents and other effects as evidence.
(Ord. No. 2301, § 1, 9-9-08)

Sec. 2-172. Removal, etc.; hearing before the personnel board.

(a) The city manager or any other authority who lays off, suspends without pay for more than ten days, demotes, or removes any officer or employee in the classified service after a probationary period of six months, shall, at that time of imposing the discipline or with two days thereafter, deliver, or have delivered, or mail by registered, certified or similar special mail, to the officer or employee a written statement of the reason or reasons for the layoff, suspension, demotion, or removal.

(b) Such officer or employee may appeal in writing to the personnel board. The appeal must be filed with the secretary of the board, or with the city clerk for transmittal to the board, within ten days after receipt of the notice of the layoff, suspension, demotion or removal.

(c) As soon as practicable thereafter, the board shall hold a public hearing on the appeal, or give an adequate opportunity therefor, and shall report in writing its findings and recommendations, in cases of subordinates of the city manager, to the city manager, and in other cases to the respec-

tive authorities having power of removal; and the city manager or other authority having power of removal shall not be bound to adopt the recommendation of the board, but shall then make a final decision in writing regarding the appellant's layoff, suspension, demotion or removal, as the case may be; provided that, if the board finds that the layoff, suspension, demotion or removal was made for a political reason or reasons or for any other reason or reasons that the good of the service, it shall veto the layoff, suspension, demotion or removal, and the action by the city manager or other authority shall be nullified thereby.
(Ord. No. 2301, § 1, 9-9-08)

Secs. 2-173—2-175. Reserved.

DIVISION 2. COMMUNITY TREE BOARD

Sec. 2-176. Creation.

There is hereby created and established a community tree board, for the citizens of the city, which shall consist of seven members, who shall be appointed by the mayor with the concurrence of the city council. The community tree board shall function as an autonomous, separate arm of the city park board, and shall advise and make recommendations to the council and city manager on matters pertaining to street or park trees within the city limits. All members of the board shall serve without compensation.
(Code 1974, § 19-7)

Charter reference—Authority of council to appoint and remove members of advisory boards and agencies, § 2-4(5).

Sec. 2-177. Street trees defined.

Street trees are defined as trees, shrubs, bushes and all other woody vegetation located on land lying in public easements or public lands, including public parks.
(Code 1974, § 19-8)

Cross reference—Definitions generally, § 1-2.

Sec. 2-178. Terms of office.

Each member of the tree board, appointed by the mayor, shall serve for a period of two years. If a vacancy shall occur during the term of any member, his successor shall be appointed for the unexpired portion of the term. The city community services director or his designee, and the parks superintendent and park board chairman shall serve as ex officio members of the board.
(Code 1974, § 19-9)

Sec. 2-179. Duties, responsibilities.

(a) It shall be the responsibility of the tree board to study, investigate, develop and/or update annually a written plan for the care, preservation, trimming, planting, replanting, removal and disposition of trees and shrubs in public lands and in public rights-of-way. Such a plan will be presented annually to the city council, and upon its acceptance and approval, shall constitute the official comprehensive tree plan for the city. The tree board shall be empowered to organize, coordinate and encourage activities on the part of individuals, organizations, businesses and other groups that could aid in the upgrading and maintenance of the tree resources of the community.

(b) It shall also be the duty of the tree board to actively participate in the development and updating of ordinances relating to the removal and disposition of hazardous conditions related to trees, dead or dying trees, and trees containing Dutch elm disease, if required outside the scope of the annual tree plan. These ordinances shall identify development procedures to include species, types, spacing, locational restrictions and care of trees in the public domain, as well as outlining duties and liabilities of any private professional engaged in tree care and removal.
(Code 1974, § 19-10)

Sec. 2-180. Organization, rules of procedure.

The tree board shall choose its own officers, make its own rules and regulations, and keep a journal of its proceedings. A majority of the members shall be a quorum for the transaction of business.
(Code 1974, § 19-11)

Sec. 2-181. Officers.

Members of the tree board will elect annually from the membership, as a minimum, a chair-

E

My name is Arlene Billings. I was born July 5, 1968 in Montgomery, Alabama as an identical twin. My twin sister is my best friend, but I do have 4 other siblings. My parents divorced in the early 1970's and that was when we moved to Eufaula, OK. In which I graduate high school from there as a true Ironhead in 1986. Go Ironheads!!!

Throughout my career life, I started my first job as a carhop at Sonic Drive In in 1985. I also worked as a nurses aid at the nursing home in Eufaula. I moved to California with my then husband in 1988 where I went to work for a Mobile Home Park as the Assistant Manager. I also worked for Texaco as a cashier, holding two jobs. As a third job, part-time, I worked as a State Provider caring for elderly in their homes. After my divorce in 1990, I changed jobs to work in the hotel industry as a night auditor along with my daytime job at the Mobile Home Park. I worked these jobs over the next 10 years. In 2000, I relocated to Texas to be closer to my family. There I worked in Austin, TX as a commission specialist calculating and distributing commissions to sales reps in insurance, stocks, bonds, mutual funds, etc. I was only there for a short time when I had to move to Dallas to care for a family member. In Dallas I went to work in the accounting department for a multi-restaurant franchisee company. I was there for 2 years before I got a job offer back in Austin, TX in 2004 to be the Assistant Manager for an apartment complex. With this job offer and all of the general accounting jobs I had held, I decided to put myself through school. I studied accounting with Western International University, Phoenix for my Associates of Arts Degree and then University of Phoenix for my Bachelors of Science in Accounting. I graduated with both by 2008, being added to the National Dean's List in 2006. In 2008, when the economy fell, I was laid off my job due to the sale of the business. That forced me to relocate back to Dallas, TX to be with family in which the multi-restaurant franchisee company offered me a position in human resources as their assistant. Since my career and education was in accounting, this position encouraged me to return to school once again to obtain my Masters in Business Administration in Human Resources in which I acquired in 2012. I worked in the HR department for 8 months and was promoted to the company's HR Recruiting Manager for 27 Restaurants and 600+ employees. I worked there for 5 years when suddenly my life had changed again due to the loss of my mother. Since it was my mother's dream and desire to move back to our hometown, I decided to relocate back to Eufaula, OK to honor her wishes and this is when I went to work for Tucker Energy Services, Inc. in McAlester, Ok in November 2013 as the Division Human Resources Generalist. My career path changed due to my desires to assist people rather than crunching numbers behind closed doors all day in accounting. I enjoy working with people and assisting when I can. I believe that people learn best from their own mistakes and helping them to understand that is a passion of mine. I have great work ethics, exceptional people skills and a desire to try anything new.

I believe that my participation on your personnel board would be a great asset to the board, the people, and the community. I look forward to working with you all and I appreciate this opportunity to expand my knowledge and capabilities for my personal and business endeavors.

Arlene Billings
Division Human Resources Generalist
Tucker Energy Services
7299 E Highway 270
McAlester, OK 74501
www.tuckerenergy.com
Phone: (918) 423-4300
Cell: (281) 686-4425
Fax: (918) 423-4309
Email: abillings@tuckerenergy.com

four citizen members. The mayor may appoint himself and up to two other council members to serve on the committee.

Citizen members must either be residents of the city or their place of employment must be located within the city. Elected officials of the city and employees of the city are ineligible for citizen membership.

All of the citizen members of the committee shall be financially literate and at least one citizen member shall be a financial expert. Financial literacy is the ability to understand fundamental financial information and statements. A financial expert is someone who has an understanding of generally accepted accounting principals and financial statements, experience in applying such principles, experience in preparing, auditing, analyzing or evaluating financial information, experience with internal controls and procedures for financial reporting, or an understanding of the audit committee function.

Citizen members shall serve for a term of two years, after which they shall be eligible for reappointment for an additional two-year term. Citizen members having served two consecutive terms are ineligible for reappointment for a period of one year. To provide for continuity, terms shall be staggered where practical.
(Ord. No. 2298, § 1, 8-26-08)

Secs. 2-167—2-170. Reserved.

Sec. 2-171. Personnel board created.

(a) There shall be a personnel board consisting of five members appointed by the mayor, with the consent of the city council, for overlapping six-year terms; provided, however, that for the first appointment under the provisions of this section, one member shall be appointed for a term of two years; two members shall be appointed for a term of four years; and two members shall be appointed for a term of six years. All appointments shall begin July 1 in an even-numbered year. A member may not hold any other office or position in the city government.

The council, by a vote of at least five members, after adequate opportunity for a public hearing, may remove a member for the good of the service; and the vote shall be by yeas and nays and shall be entered in the journal. The council shall fill vacancies for the unexpired terms. Members shall serve without compensation unless council provides otherwise.

(b) At the time prescribed for the beginning of the term of a newly appointed member or as soon thereafter as practicable, the board shall elect a chairperson, a vice-chairperson, and a secretary; and the secretary need not be a member of the board. The board shall determine the time and place of its regular meetings, and the chairperson or two members may call a special meeting. The chairperson shall have power to administer oaths and affirmations.

(c) The personnel board shall have power to subpoena officers and employees of the city and other persons to testify and to produce documents and other effects as evidence.
(Ord. No. 2301, § 1, 9-9-08)

Sec. 2-172. Removal, etc.; hearing before the personnel board.

(a) The city manager or any other authority who lays off, suspends without pay for more than ten days, demotes, or removes any officer or employee in the classified service after a probationary period of six months, shall, at that time of imposing the discipline or with two days thereafter, deliver, or have delivered, or mail by registered, certified or similar special mail, to the officer or employee a written statement of the reason or reasons for the layoff, suspension, demotion, or removal.

(b) Such officer or employee may appeal in writing to the personnel board. The appeal must be filed with the secretary of the board, or with the city clerk for transmittal to the board, within ten days after receipt of the notice of the layoff, suspension, demotion or removal.

(c) As soon as practicable thereafter, the board shall hold a public hearing on the appeal, or give an adequate opportunity therefor, and shall report in writing its findings and recommendations, in cases of subordinates of the city manager, to the city manager, and in other cases to the respec-

tive authorities having power of removal; and the city manager or other authority having power of removal shall not be bound to adopt the recommendation of the board, but shall then make a final decision in writing regarding the appellant's layoff, suspension, demotion or removal, as the case may be; provided that, if the board finds that the layoff, suspension, demotion or removal was made for a political reason or reasons or for any other reason or reasons that the good of the service, it shall veto the layoff, suspension, demotion or removal, and the action by the city manager or other authority shall be nullified thereby.
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F

RESOLUTION NO. ___

A RESOLUTION SUPPORTING CONTINUED PARTICIPATION IN THE MAIN STREET PROGRAM

*   *   *   *   *   *   *   *   *   *   *   *

WHEREAS, the Oklahoma Main Street Center has been established in the Oklahoma Department of Commerce to assist small towns and cities to develop a public/private effort to revitalize their "Main Street" areas, and

WHEREAS, the City of McAlester desires to participate in the Oklahoma Main Street Program,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF McALESTER:

SECTION 1. That the City of McAlester supports participation in the 2014/2015 Oklahoma Main Street Program with the specific goal of revitalizing Old Town and Downtown McAlester using the Main Street 4-Point Approach™ for economic revitalization.

SECTION 2. That the City of McAlester understands that the Main Street Approach is a long-term process that results in a continual effort to maintain and enhance downtown.

PASSED AND APPROVED this ____ day of July, 2014.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By ______________________________
Steve Harrison, Mayor

ATTEST:

____
Cora Middleton, City Clerk

Contractor's Application For Payment No. 1

	Application Period: May 22 - June 13, 2014	Application Date: June 16, 2014
To (Owner): McAlester Public Works Authority	From (Contractor): Garrow Construction	Via (Engineer): Mehlburger Brawley, Inc.
Project: 30-Inch Water Plant Pump Header Replacement	Contract:	Original (Days): / Revised (Days): / Remaining (Days):
Owner's Contract No.: MC-13-03	Contractor's Project No.: 30088	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. **ORIGINAL CONTRACT PRICE** .... $ 284,316.00
2. **Net change by Change Orders** .... $ –
3. **CURRENT CONTRACT PRICE (Line 1 ± 2)** .... $ 284,316.00
4. **TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)** .... $ 122,513.73
5. **RETAINAGE:**
   a. 10 % x $ 79,388.14 **Work Completed** .... $ 7,938.81
   b. 10 % x $ 43,125.59 **Stored Material** .... $ 4,312.56
   c. **Total Retainage (Line 5a + Line 5b)** .... $ 12,251.37
6. **AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)** .... $ 110,262.36
7. **LESS PREVIOUS PAYMENTS (Line 6 from prior Application)** .... $ –
8. **AMOUNT DUE THIS APPLICATION** .... $ 110,262.36
9. **BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)** .... $ 174,053.44

Contractor's Certification

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

By: William Garrow Date: 6-17-14

Payment of: $ 110,262.36
(Line 8 or other - attach explanation of other amount)

is recommended by: [signature] (Engineer) 6/25/14 (Date)

Payment of: $ 110,262.36
(Line 8 or other - attach explanation of other amount)

is approved by: ____ (Owner) ____ (Date)

Approved by: ____ Funding Agency (if applicable) ____ (Date)

Progress Estimate (UNIT ITEM BIDS) — Contractor's Application

For (Project): 30-Inch Water Plant Pump Header Replacement — Application Number: 1

Application Period: May 22, 2014 - June 13, 2014 — Application Date: June 16, 2014

A					B	C	D	E	F		G
Item											
Bid Item No.	Description	Unit	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (Not in C)	Total Completed and Stored to Date (D+E)	% (F/B)	Balance to Finish (B-F)
1	30-Inch Steel Pump Header Replacement	LS	1	$204,500.00	$204,500.00	36%	$73,638.14	$ 9,777.59	$83,415.73	41%	$121,084.27
							$0.00		$0.00	0%	$0.00
							$0.00		$0.00	0%	$0.00
							$0.00		$0.00	0%	$0.00
							$0.00		$0.00	0%	$0.00
							$0.00		$0.00	0%	$0.00
2	Rehabilitate Existing Control Valves	EA	4	$6,504.00	$26,016.00		$0.00	$ 9,900.00	$9,900.00	38%	$16,116.00
							$0.00		$0.00	0%	$0.00
							$0.00		$0.00	0%	$0.00
							$0.00		$0.00	0%	$0.00
							$0.00		$0.00	0%	$0.00
A1	30" Mag-Meter and Vault	LS	1	$53,800.00	$53,800.00	11%	$5,750.00	$ 23,448.00	$29,198.00	54%	$24,602.00
							$0.00		$0.00	0%	$0.00
							$0.00				
	TOTALS				$284,316.00		$79,388.14	$ 43,125.59	$122,513.73	43%	$161,802.27

William Gammon Date: 6-17-14

__________________ Date:__________

Southwest Fluid Systems, LLC

Quote No. QMC-053014

4815 South Harvard Ave., # 298
Tulsa, OK 74135
(918) 398-7047 FAX: (918) 398-7048

Quotation

Customer

Name BEYTCO Construction
Address Attn: Brent
City State ZIP
Phone REF: 30" Header Replacement (McAlester, OK)

Date 5/30/2014
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
1	SIEMANS MAG5100W Transmitter with Display.		
1	SIEMANS MAG5000 Converter.		
1	SIEMANS Mounting Bracket.		
2	150' Standard Cable		
	****Please advise if Empty Pipe Detection is required when ordering****		

NOTES:

30" Magnetic Flow Meter

SubTotal	$17,300.00
Shipping & Handling	ALLOWED
Taxes State	
TOTAL	$17,300.00

** THANK YOU **

pumpguy@swfluids.com

arron@swfluids.com

[illegible]

[illegible], Inc.
517 North Kealy Ave. (75057)
P.O. Box 915
Lewisville, Texas 75067

QUOTE

Contact:		
Date: 4/1/201[illegible]	Telephone	Fax

Bill To:

TBD

Ship To:

McAlester City of
TBD

Terms	Comments / Special Instructions		Delivery
Net 30	GA Valve Parts Quote		See Below
Ship Via: TBD	Quote Good For: 30 Days	Your Reference	Sales person: Jeff Adams

Qty.	[illegible]
4	P1/2 3 way hydraulic pilot rebuild kit
4	P1 2 way hydraulic pilot rebuild kit
[illegible]	Asco Solenoid 8320-130 MS
4	Asco Solenoid 8320G130
4	WS12 Valve Soft Goods Kit

Notes:
Pricing does NOT include start up, training, labor, or anything in addition to the items identified above.
Pricing per Serial Number 060912 provided by customer
Freight for parts is included
Delivery 1-2 weeks on all parts except WS12 Soft Good Kits which are a 7 week delivery

Total $ 9900.00

Halliday Products, Inc.
6401 Edgewater Dr
Orlando, FL 32810
P: 407-298-4470 F: 407-298-4534
Sales@HallidayProducts.com

Price Quotation Number
Q0032168
Date: 05/15/2014
PRICING VALID FOR 90 DAYS

Printed by: Chad 05/15/14 15:05

Customer: BEY7153
BEYTCO INC

PO BOX 658
SAPULPA OK 74067

US
Quote To: TAYLOR PARKER
Phone: 918-227-1717
Fax: (918) 227-1727

Payment Terms:
NET 30

Ship Method:
ODFL

Halliday Products Salesperson:
CHAD ODELL

Production Time:
10 TO 12 BUS. DAYS

Freight Estimated To:
BEYTCO INC

620 EAST LEE AVENUE
SAPULPA, OK 74067

Job Tag / Reference:
MCALESTER - MAG METER VAULT

Qty	Item Number	Description	Unit Price	Net Price
1	S1R ACCESS F&C	036060B------- The above aluminum access cover(s) to have angle frame, T316 s.stl. hardware, hold open arm, padlock bar and 300 psf load rating. Halliday Products recommends protective grating panels on all hatch openings.	506.00	506.00

Note: O & M Manuals available in Halliday Products standard format only.

	Subtotal	506.00
(Florida Only)	EXEMPT	0.00
	Estimated Freight	175.00
	TOTAL	$681.00

Please see www.HallidayProducts.com for O & M Manuals and Limited Product Warranties

QUOTE

FORTILINE WATERWORKS

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
215102	30" WTP PUMP HEADER - MCALESTER, O	K5411750	5/20/14	1

CUSTOMER	QUOTING BRANCH
BEYTCO INC 620 EAST LEE AVE SAPULPA, OK 74006	FORTILINE TULSA FAX: 918-445-0477 8227 WEST 81ST ST. SOUTH TULSA, OK 74131 Telephone: 918-445-0005

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	EA	30" MJXFLG ADPT DOMESTIC C153	2,932.8100	2,932.81
1	EA	30" STAR GRIP DIP W/ACC DOMEST WITH XYLAN BOLT & NUT	850.5900	850.59
3	EA	30" FLG ACC KIT FF 1/8" RR	325.3800	976.14
1	EA	30" BLIND FLG DOM C110	3,518.9500	3,518.95
		INSIDE PLANT:		
4	EA	12" FLGXPE DIP 5'00"	447.8000	1,791.20
4	EA	12" UNI-FLG ADPT DIP UFA200-C	74.7300	298.92
2	EA	8" FLGXPE DIP 5'00"	268.5200	537.04
2	EA	8" UNI-FLG ADPT DIP UFA200-C	70.8700	141.74
12	EA	12"FLG KIT FF 1/8"RR XYLAN B&N	42.6300	511.56
6	EA	8" FLG KIT FF 1/8"RR XYLAN B&N	20.3800	122.28
1	EA	12" MJ PLUG DOMESTIC C153	142.4800	142.48
1	EA	2" 3000# THREADED COUPLING	39.0000	39.00
2	EA	1" 3000# THREADED COUPLING	25.0000	50.00
2	EA	12" FLG GV O/L F6102	1,360.0000	2,720.00
1	EA	12" FLGXPE DIP 5'00"	447.8000	447.80
1	EA	12" UNI-FLG ADPT DIP UFA200-C	74.7300	74.73
		YARD PIPE:		
1	EA	12" FLG TEE DOMESTIC C110	1,952.2500	1,952.25
1	EA	12" FLGXPE DIP 18'00"	1,281.5700	1,281.57
4	EA	12" MJ 90 DOMESTIC C153	479.3100	1,917.24
8	EA	12" STAR GRIP DIP W/ACC DOMEST WITH XLYAN BOLT & NUT	116.6600	933.28
6	EA	12"FLG KIT FF 1/8"RR XYLAN B&N	42.6300	255.78
120	FT	12" TJ DIP CL50	31.9800	3,837.60
4	EA	12" FIELD LOK GASKET	153.6700	614.68
1	EA	12" MJXF GV O/L F6106 L/ACC	1,527.0000	1,527.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES
All material is quoted for shipment within 30 days of bid or quote date. After 30 days,
ALL quote prices are subject to review, based on current market conditions.

BID

Continued Next Page

MESONET CLIMATOLOGICAL DATA SUMMARY May 2014 Time Zone: Midnight-Midnight CST
(MCAL) McAlester Nearest City: 4.0 S McAlester County: Pittsburg
Latitude: 34-52-56 Longitude: 95-46-51 Elevation: 755 feet

DAY	TEMPERATURE (°F) MAX	MIN	AVG	DEWPT	DEG DAYS HDD	CDD	HUMIDITY (%) MAX	MIN	AVG	RAIN (in)	PRESSURE (in) STN	MSL	WIND SPEED (mph) DIR	AVG	MAX	SOLAR (MJ/m^2)	4" SOIL TEMPERATURES SOD	BARE	MAX	MIN
1	69	33	51.8	34.3	14	0	98	25	60	0.00	29.26	30.08	NW	5.6	24.4	27.56	59.4	56.7	67	47
2	75	37	56.1	35.6	9	0	98	19	57	0.00	29.17	29.98	NW	3.5	23.2	29.73	61.1	60.8	74	49
3	84	40	65.4	40.0	3	0	96	18	48	0.00	29.17	29.98	SW	4.6	17.8	29.56	63.0	65.2	80	52
4	91	65	77.3	43.1	0	13	45	15	31	0.00	29.12	29.92	S	9.1	28.9	29.59	66.1	71.7	86	60
5	87	64	75.3	52.0	0	11	60	32	45	0.00	29.00	29.81	S	10.4	27.7	29.11	68.4	74.6	88	64
6	85	65	74.8	60.4	0	10	76	49	61	0.00	28.91	29.72	S	10.3	27.3	28.15	70.4	76.7	89	66
7	82	67	73.9	62.5	0	10	82	54	68	0.00	28.97	29.78	S	10.3	29.4	21.44	71.4	76.8	87	69
8	73	63	68.2	64.3	0	3	97	69	88	0.24	29.00	29.81	S	7.7	26.8	3.56	69.7	70.2	74	66
9	84	60	71.2	61.1	0	7	98	33	75	0.00	29.04	29.85	SSW	4.9	22.0	25.42	70.7	72.7	83	65
10	85	60	74.8	64.2	0	8	99	45	72	0.00	29.03	29.84	S	7.6	24.6	28.90	72.2	76.0	89	66
11	85	72	77.9	67.9	0	14	86	55	72	0.00	28.97	29.77	S	10.5	29.4	22.69	73.7	78.6	89	71
12	84	55	69.1	63.9	0	5	97	65	85	1.66	29.07	29.87	S	9.9	31.6	9.92	72.1	73.8	84	65
13	63	51	55.0	48.1	8	0	96	59	78	0.08	29.36	30.17	N	8.7	24.7	15.91	66.7	63.7	69	60
14	62	42	53.0	47.2	13	0	98	52	83	0.31	29.41	30.22	NNE	4.6	24.1	18.96	65.6	63.1	71	59
15	73	41	55.8	45.9	8	0	99	33	74	0.04	29.35	30.16	SW	5.3	33.8	25.31	64.9	63.0	73	54
16	75	41	59.9	46.6	7	0	100	30	66	0.01	29.24	30.05	S	3.8	17.5	25.88	65.7	64.8	75	55
17	68	53	59.4	51.0	5	0	96	58	74	0.00	29.25	30.06	ENE	6.5	28.7	20.11	66.3	64.7	73	58
18	78	52	65.1	56.8	0	0	97	52	76	0.00	29.26	30.07	SSE	4.9	16.5	22.14	66.9	66.9	76	59
19	81	64	72.4	60.7	0	8	88	50	68	0.00	29.14	29.95	S	10.0	34.4	29.42	69.3	69.9	77	63
20	84	67	75.0	62.7	0	11	84	46	67	0.00	29.13	29.94	S	10.8	30.5	27.38	70.9	71.5	79	65
21	83	67	74.2	64.1	0	10	88	54	72	0.00	29.20	30.01	S	7.9	24.6	26.00	72.3	73.1	82	66
22	86*	66*	74.8*	63.0*	0*	11*	90*	43*	69*	0.00*	29.26*	30.07*	S *	5.1*	17.0*	NA	73.4*	75.4*	86*	66*
23	86	64	73.9	64.6	0	10	95	45	74	0.00	29.25	30.06	S	3.8	16.0	21.44	74.0	76.0	86	69
24	83	65	72.8	64.8	0	9	97	53	78	0.00	29.21	30.02	S	4.3	19.0	23.38	74.9	77.3	88	69
25	84	64	73.7	65.2	0	9	96	54	76	0.19	29.18	29.99	S	4.9	21.6	23.50	75.2	75.8	83	70
26	80	66	71.6	67.0	0	8	98	63	86	0.02	29.20	30.01	ESE	3.7	16.7	13.37	74.3	74.1	80	70
27	76	60	66.6	64.4	0	3	99	74	93	0.82	29.11	29.92	ESE	3.5	25.3	10.16	72.4	71.2	77	68
28	81	58	69.5	64.1	0	4	100	58	85	0.01	29.12	29.92	NE	3.8	17.0	23.82	73.0	73.3	82	67
29	84	61	71.3	66.0	0	7	100	54	85	0.02	29.09	29.90	ENE	3.9	20.5	21.84	74.1	74.4	81	67
30	81	65	71.8	68.0	0	8	99	65	88	0.14	29.11	29.91	ENE	4.3	20.8	17.97	74.7	74.9	81	70
31	85	65	73.1	68.2	0	10	99	59	86	0.00	29.15	29.96	ESE	3.4	16.3	23.64	75.8	76.7	85	70
	80*	58*	68.5*	57.7*	<- Monthly Averages ->						29.15*	29.96*	S *	6.4*	34.4*	22.53*	69.9*	71.1*	80*	63*

Temperature - Highest: 91* Lowest: 33*	Degree Days - Total HDD: 67* Total CDD: 187*	Number of Days With: Tmax ≥ 90: 1* Rainfall ≥ 0.01 inch: 12* Tmax ≤ 32: 0* Rainfall ≥ 0.10 inch: 6* Tmin ≤ 32: 0* Avg Wind Speed ≥ 10 mph: 6* Tmin ≤ 0: 0* Max Wind Speed ≥ 30 mph: 4*
Rainfall: Monthly Total: 3.54* in. Greatest 24 Hr: 1.66* in.	Humidity - Highest: 100* Lowest: 15*	

Monthly data generated at 2014-06-13 11:44:38 UTC

* Denotes incomplete record

MESONET CLIMATOLOGICAL DATA SUMMARY June 2014 Time Zone: Midnight-Midnight CST
(MCAL) McAlester Nearest City: 4.0 S McAlester County: Pittsburg
Latitude: 34-52-56 Longitude: 95-46-51 Elevation: 755 feet

DAY	TEMPERATURE (°F) MAX	MIN	AVG	DEWPT	DEG DAYS HDD	CDD	HUMIDITY (%) MAX	MIN	AVG	RAIN (in)	PRESSURE (in) STN	MSL	WIND SPEED (mph) DIR	AVG	MAX	SOLAR (MJ/m²)	4" SOIL TEMPERATURES SOD	BARE	MAX	MIN
1	85	66	75.7	69.2	0	10	99	60	82	0.00	29.12	29.93	SSE	4.7	19.4	21.23	76.5	76.8	84	71
2	87	71	77.7	70.5	0	14	97	56	80	0.11	29.16	29.97	SSE	4.9	32.1	22.51	77.4	78.1	85	73
3	88	70	79.9	70.6	0	14	95	55	75	0.00	29.15	29.96	S	5.4	18.6	25.21	78.4	79.2	87	73
4	89	72	80.3	70.8	0	16	90	56	74	0.00	29.02	29.82	S	7.6	25.1	29.46	79.1	79.7	88	73
5	87	74	79.6	70.9	0	15	89	59	76	0.00	29.00	29.81	S	6.5	23.9	23.66	79.3	79.8	88	73
6	82	68	75.2	70.0	0	10	97	66	84	0.63	29.08	29.89	SSW	5.9	38.7	12.71	77.5	76.5	80	73
7	88	71	78.9	71.5	0	15	95	58	79	0.06	29.09	29.90	SSW	6.2	23.5	22.75	78.0	78.5	85	73
8	76	64	69.3	66.9	0	5	99	78	92	2.43	29.10	29.91	E	4.4	29.9	10.96	75.2	74.5	79	71
9	78	65	71.3	65.7	0	7	99	59	84	0.96	28.92	29.72	SW	6.0	22.8	18.09	75.2	74.9	80	72
10	79	59	69.2	61.1	0	4	97	52	77	0.03	28.96	29.77	NNW	8.0	25.6	22.55	74.5	72.9	78	69
11	86	56	72.5	61.4	0	6	100	41	72	0.00	29.03	29.84	S	2.9	14.0	30.54	75.1	75.2	85	65
12	85	66	75.6	66.3	0	10	97	57	74	0.46	29.10	29.91	NNW	6.8	34.3	21.97	76.7	76.3	84	71
13	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
14	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
15	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
16	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
17	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
18	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
19	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
20	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
21	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
22	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
23	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
24	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
25	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
26	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
27	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
28	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
29	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
30	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	84*	67*	75.4*	67.9*	<- Monthly Averages ->						29.06*	29.87*	NA	5.8*	38.7*	21.80*	76.9*	76.9*	84*	71*

Temperature - Highest: 89*
Lowest: 56*

Degree Days - Total HDD: 0*
Total CDD: 127*

Rainfall: Monthly Total: 4.68* in.
Greatest 24 Hr: 2.43* in.

Humidity - Highest: 100*
Lowest: 41*

Number of Days With:

Tmax ≥ 90:	0*	Rainfall ≥ 0.01 inch:	7*
Tmax ≤ 32:	0*	Rainfall ≥ 0.10 inch:	5*
Tmin ≤ 32:	0*	Avg Wind Speed ≥ 10 mph:	0*
Tmin ≤ 0:	0*	Max Wind Speed ≥ 30 mph:	3*

Monthly data generated at 2014-06-13 09:40:09 UTC

* Denotes incomplete record

SECTION 01027

S.A. &I. 427 (1985)

AFFIDAVIT FOR PAYMENTS IN EXCESS OF $1,000.00

STATE OF OKLAHOMA)
) SS
COUNTY OF Creek)

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first du ly sworn, on oath says that this invoice or claim 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 plans, specifications, orders or request furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

Architect, contractor, supplier or engineer

Subscribed and sworn to before me this 13 day of June, 2014

Taylor Parker
Notary Public (or Clerk or Judge)

Note:
Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, Engineer or supplier of material in excess of $1000.00, as required by 74 O.S. 1984, S. 3109

TAYLOR PARKER
NOTARY
#13005759
EXP. 06/24/2017
PUBLIC
STATE OF OKLAHOMA

H

SCHEDULE "D"

FORM OF PAYMENT REQUISITION

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

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: June 24, 2014

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

Poe and Associates, Inc — **874081029**
CREDITOR — TRUST NO.

1601 Northwest Expressway, Suite 400 Oklahoma City, OK 73118
MAILING ADDRESS

Professional Services — Invoice: 0-203031-8622
ITEM — ITEM NO.

May 13, 2014 — CIP #2 — $57,396.58
DATE — PURPOSE — AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.

2. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

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

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

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

THE MCALESTER PUBLIC WORKS AUTHORITY

Peter Stasiak
____
City Manager or Chairman

Date: June 24, 2014

Date Approved: _______________

Date Paid: ____________________

____
Authorized Officer

Submit in triplicate:

1 to Trustee Bank
1 to Authority
1 to City

POE & ASSOCIATES, INC.
1601 Northwest Expressway, Suite 400
Oklahoma City, OK 73118
(405) 949-1962

Federal ID No. 73-1293747

INVOICE

0-203031- 8622

5/13/2014

City of McAlester - CIP #2

City of McAlester Public Works Department
Attn: John Modzelewski, PE, CFM
City Engineer/Public Works Director
28 East Washington (PO Box 578)
McAlester, OK 74501

CIP #2
2013 Street Reconstruction Program A Street - Comanche to Miami Sixth Street - Jefferson to Monroe Last Invoice: 4/7/2014

For Professional Services:

	ORIGINAL CONTRACT		TOTAL TO DATE	THIS INVOICE
	Design & Utility Survey	$38,220.00		
02	"A" Street (including expenses)		$ 23,791.22	$ -
02a	Sixth Street (including expenses)		$ 14,428.78	$ -
			$ 38,220.00	$ -
	Roadway Plans	$118,580.00		
03	"A" Street (including expenses)		$ 45,556.38	$ 25,067.32
03a	Sixth Street (including expenses)		$ 38,817.74	$ 18,675.69
			$ 84,374.12	$ 43,743.01
	Utilties	$12,740.00		
04	Plan & Coordination		$ 12,740.00	$ 4,487.25
05	**Meetings/Admin**	$3,460.00	$ 3,460.00	$ 2,166.32
06	**Geotechnical Study**	$7,000.00	$ 7,000.00	$ 7,000.00
		$180,000.00	$ 23,200.00	$ 13,653.57

TOTAL INVOICES TO DATE:	$ 145,794.12
TOTAL PREVIOUS INVOICES:	$ (88,397.54)
AMOUNT DUE:	**$ 57,396.58**

RECEIVED
JUN 17 2014
BY: ....

POE & ASSOCIATES, INC.
Consulting Engineers

By: [signature]
Authorized Representative

Interest of 1.5% per month will be charged on unpaid balance after 30 days

INVOICE AMOUNT	**$57,396.58**

White - Original Invoice Canary-File Copy Pink-Corp Accounting Copy

OMAG

Oklahoma Municipal Assurance Group

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

I

RECEIVED ON
JUN 30 2014
IN CITY CLERK'S OFFICE

June 27, 2014

Ms. Cora Middleton
City of McAlester
PO Box 578
McAlester, OK 74502-0578

Re:	Member	:	City of McAlester
	Claimant	:	Chris Cosper
	Date of Loss	:	02/13/14
	Claim No.	:	137572-TW

Dear Ms. Middleton:

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

Under the Governmental Tort Claims Act, 51 Okla. Sec 157(A), this claim will be deemed denied ninety (90) days after it was received by City of McAlester or on 07-24-14. 51 Okla. Stat. Sec 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 07-24-14 we suggest you docket this claim for denial at the next meeting of your municipal governing body. **For the 180-day period to start running, the claimant must be notified in writing at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of the claim by certified mail.

Please advise us as soon as possible of any official action taken by the municipal governing body on denial of this claim.

Sincerely,

Tiara Wallace

Tiara Wallace
Claims Examiner

Enclosure

OMAG

Oklahoma Municipal Assurance Group

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

June 27, 2014

Mr. Chris Cosper
604 Garden Lane
McAlester, OK 74501

RE:	Member	:	City of McAlester
	Claimant	:	Chris Cosper
	Date of Loss	:	02/13/14
	Claim No.	:	137572-TW

Dear Mr. Cosper:

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

Oklahoma law has consistently held that a municipality is not an insurer of its sanitary sewer system. This means that a municipality is not automatically liable for damages to property which results from a sewage backup. A municipality may be liable only if it had prior notice of a defect or problem in the sewer line and failed to take appropriate remedial action within a reasonable time before the damage occurred.

Our investigation indicates that the cause of this sewer backup was due to tree roots and the City had no notice of this problem prior to the sewer backup at 604 Garden Lane, McAlester, Oklahoma.

Therefore, we have determined that the City of McAlester was not negligent in its maintenance of the sanitary sewer line. Accordingly, while we regret the inconvenience and distress involved in the clean up, we do not believe that state law authorizes us to pay for these damages on behalf of the City of McAlester.

Sincerely,

Tiara Wallace

Tiara Wallace
Claims Examiner

cc: City of McAlester

Oklahoma Municipal Assurance Group

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

OMAG

May 6, 2014

Mr. Chris Cosper
604 Garden Lane
McAlester, OK 74501

Re:	Member	:	City of McAlester
	Claimant	:	Chris Cosper
	Date of Loss	:	1/26/14
	Claim Number	:	137572-TW

Dear Mr. Cosper:

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

Sincerely,

Tiara Wallace

Tiara Wallace
Claims Examiner

TW/jp

cc: City of McAlester

Cora Middleton

From: Cora Middleton
Sent: Monday, May 05, 2014 2:02 PM
To: 'claimsdepartment@omag.org'
Subject: Notice of Tort Claim
Attachments: 05.05.14 C. Cosper Swr backup, 01.26.14.pdf

To Whom It May Concern:

Attached is the complete claim for Mr. Chris Cosper for an alleged sewer backup that occurred at 604 Garden Lane, McAlester, OK 74501 on January 26, 2014. Part of this information has been submitted earlier in February of this year.

If you have any questions or need any further information please contact me at 918-423-9300 ext. 4956 or through this email address.

Thank you,

Cora Middleton, CMC
City Clerk
City of McAlester
(918)423-9300 ext. 4956

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

RECEIVED ON
APR 25 2014
IN CITY CLERK'S OFFICE

A. CLAIMANT REPORT

To the City of McAlester
Public entity you are filing this claim against.

PLEASE PRINT OR TYPE AND SIGN

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

CLAIMANT(S) ______ CLAIMANT(S) SOCIAL SECURITY NO. ______
ADDRESS ______ CLAIMANT(S) DATE OF BIRTH ______
PHONE: HOME( ) BUS.( )

Continue on another sheet if needed for any information requested)

1. DATE AND TIME OF INCIDENT 1/26 2014 ( )a.m. (X)p.m.
2. LOCATION OF INCIDENT 604 Garden Lane
3. DESCRIBE INCIDENT Sewage came up into house. up to three inches in Bathroom 1" to 2" in Den had to take out sheetrock and carpet.
4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

BODILY INJURY: WAS CLAIMANT INJURED? YES___NO___ If yes, complete this section
Describe injury ______

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES___NO___ If so, please give name, address and phone number of company

NAME OF DOCTOR OR HOSPITAL ______

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

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

VEHICLE NAME ______ BODY TYPE ______ YEAR ______

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

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS ______

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

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

6. The names of any witnesses known to you.

Name	Address	Phone Number
Dave Miller	601 Miller Drive	
Marty West	905 Fireside ~~Road~~	

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

TOTAL CLAIM .... $ 5,208.46

SIGNATURE(S)

4/23/2014
DATE

11/06

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

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

This Notice of Tort Claim was received by Cora Middleton

(Title) City Clerk, on April 25, 2014 / Initial documents on, 20 03/25/14

For further information on this claim contact Chris Shriver

(Title) Utility Maint. Foreman by telephone at (918) 424-4936

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

Completed Tort Claim Form; Copies of 4 invoices for repair; 2 City of McAlester Employee Statements, Completed OMAG Sewer Backup Questionnaire; Completed City of McAlester UTM Construction Permit. * Photos are available on request.

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

	Name	Title/Position	Telephone
1.	Brandon Clark	UTM Employee	(918)423/9300 ext. 4992
2.			
3.			
4.			

Submitted by: Cora Middleton Date May 5, 2014

Title:

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

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

Mill Creek

CARPET & TILE

6845 E. 41ST ST., TULSA OK 74145 • 918-621-4000
2136 HWY 59 N., GROVE, OK 74344 • 918-786-8453
9342 S. MEMORIAL, TULSA, OK 74133 • 918-488-9300
1304 W. 4TH ST., SKIATOOK, OK 74070 • 918-396-1233
941 N. MAIN, MUSKOGEE, OK 74401 • 918-687-8500
9509 N. MAY AVE., OKC, OK 73120 • 405-755-3003
1316 E. CARL ALBERT PL., McALESTER, OK 74501 • 918-426-6443
2501 W. MAIN, NORMAN, OK 73069 • 405-364-4600
6422 W. KELLOGG DR., WICHITA, KS 67209 • 316-719-2950
1630 SW 74TH ST., OKC, OK 73159 • 405-605-2726
120 N. RANGE LINE RD, JOPLIN, MO 64801 • 417-553-4442

Customer Code OK- 234881

Customer Name Chris Cosper	Phone 918-470-3994	Date Sold
Street Address 604 Garden Lane	Employment	Phone
City, State, Zip Code McAlester OK 74501	Installation Address	Installation Date
Present Owner of Property	Legal Description	Contract Approved By

Quantity	Supplier	Style	Item	Price	Amount
36 yds		Intelligent style		26.37	949.32
		Rock Wall color			
36 yds		1/2" TopFlite 8lb Pad		2.50	90.00
		Adhesive for steps			40.00
				Tax	97.14
				Material total	1176.46
		Labor 212.00 separate			

MILL CREEK agrees to provide and CUSTOMER agrees to purchase the above described goods and/or services for the sum of $__________. Payment to be made as follows $ __________ down and balance on completion or with approved credit.

CUSTOMER:

MILL CREEK LUMBER & SUPPLY COMPANY

BY: ____________________
Salesman

SEE REVERSE SIDE FOR ADDITIONAL TERMS & CONDITIONS

SUCK IT UP

Carpet•Upholstery•Tile•Stripping & Waxing Floors
Air Ducts • Dryer Vents • Mattresses
24 HOUR FLOOD RESTORATION

905 Fireside Road • McAlester, OK 74501 • (918) 916-7691

CUSTOMER'S ORDER NO.	PHONE	DATE 2-13-14
NAME		
ADDRESS 604 Gordon lane		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT	

DESCRIPTION	PRICE	AMOUNT
Sewer damage		
4 fans x 3 day	$450.00	
carpet cut out		
disinfectant		
Paid in Full Thank you		
SERVICE BY: Marty West	TAX	
JOB APPROVED:	TOTAL	$450.00

$25 PER ROOM CARPET CLEANING *Thank You!*

622012

STATEMENT

DATE: 2-26-14

TERMS:

TO: Chris Casper

ADDRESS: 604 Garden Lane

IN ACCOUNT WITH: Quinton Frank

918-329-0035

Tape & bed		Select		Coat		
a	Retexture			Ognano only		
Hang Sheetrock				#2,100	00	
hole in closet						
				Paint only		
Labor & Materials				#1,120	00	
		Total		#3,120	00	

adams DC5812

Horizon Plumbing Co.
601 Miller Dr
McAlester, OK 74501
(918)426-4613

Invoice

Date	Invoice #
1/27/2014	2632

Bill To
604 Garden Ln McAlester OK

P.O. No.	Terms

Description	Amount
Ran snake after pulling toilet and found City sewer was stopped up Call and help City Clear line tested found working properly	250.00

Total	~~$0.00~~

Phone #
918-916-0335

Balance Due	~~$0.00~~

250.00

Cora Middleton

From: Cora Middleton
Sent: Wednesday, February 26, 2014 11:12 AM
To: 'Mary Ellis'
Subject: potential claim
Attachments: 604 Garden Lane, Doc. 5.pdf; 604 Garden Lane,.pdf; 604 Garden Lane, Doc. 2.pdf; 604 Garden Lane, Doc. 3.pdf; 604 Garden Lane, Doc. 4.pdf

Mary,

I am going to send you preliminary information concerning a potential sewer backup claim that occurred at 604 Garden Lane on February 13, 2014. The property belongs to Chris Cosper. I have furnished, the Cosper's a claim form but to date have not received it back. There are several photos and documents so I will send the documents first then the photos separately. As soon as I receive their completed claim form and supporting evidence I will forward that to you as well.

Cora Middleton, CMC
City Clerk
City of McAlester
(918)423-9300 ext. 4956

Cora Middleton

From: Cora Middleton
Sent: Wednesday, February 26, 2014 1:13 PM
To: 'claimsdepartment@omag.org'
Subject: Potential Claim
Attachments: 604 Gardan Lane, photo3.jpg; 604 Garden Lane, photo 2.jpg; 604 Gardne Lane, photo 1.jpg

To Whom It May Concern:

I am attaching photos related to a potential sewer backup claim the occurred on February 13, 2014 at 604 Garden Lane. I will send the more photos in a separate email. I have sent the preliminary documents to Mary Ellis. Please do not hesitate to contact me.

Cora Middleton, CMC
City Clerk
City of McAlester
(918)423-9300 ext. 4956

Cora Middleton

From: Cora Middleton
Sent: Wednesday, February 26, 2014 1:31 PM
To: 'claimsdepartment@omag.org'
Subject: potential claim
Attachments: 604 Garden Lane, doc. 1.jpg; 604 Garden Lane, photo 4.jpg; 604 Garden Lane, photo 5.jpg

To Whom It May Concern:

Attached are the final photos for a potential sewer backup claim.

Cora Middleton, CMC
City Clerk
City of McAlester
(918)423-9300 ext. 4956

604 GARDEN LN.
SEWER BACKUP
FEB. 13,2014

AT 3:00PM ON FEB. 13,2014 I WAS CALLED TO GARDEN LN. FOR SEWER BACKING UP IN THE HOUSE, BRANDON CLARK WAS ALREADY AT THE ADDRESS WITH FLUSH TRUCK TRYING TO FLUSH THE CITY MAIN. WHEN I ARRIVED AT THE ADDRESS THE CUSTOMER HAD ALREADY CALLED A PLUMBER WHICH HE MEET ME OUTSIDE TO SHOW ME WHAT WAS GOING ON. I THEN WENT INSIDE AND WENT TO THE BACK BATHROOM WHICH IS ALSO A WASH ROOM, INSIDE THE ROOM I NOTICED THAT THE PLUMBER HAD THE TOLIET OFF THE LINE AND HAD HIS SEWER MACHINE INSIDE THE CUSTOMER'S LINE AND THERE WAS SEWER ALL OVER THE FLOOR IN THE BATHROOM AND WASHROOM AND THE ROOM JOINING TO THE SOUTH. FROM WHAT I COULD TELL THE SEWER THAT CAME IN THE ROOM WAS BECAUSE THE PLUMBER TOOK THE TOILET OFF ITS LINE IN THE HALF-BATH WHICH WHEN I WAS THERE AND TAKEING PICTURES THERE WAS NO MORE SEWER PUSHING UP OUT OF THE CUSTOMER'S LINE FROM THE CITY'S SEWER LINE TO FLOOD THE CUSTOMER'S HOUSE ANY WORSE THAN WHAT IT WAS. THERE WAS NOT A BACKFLOW PERVENTER OR A CLEANOUT ON THE CUSTOMER'S LINE AND THE CITY LINE WAS BLOCKED AND ABLE TO BE

CLEARED BY OUR FLUSH TRUCK BUT HE WAS ABLE TELL WHAT THE PROBLEM WAS ON THE CITY SEWER LINE, THERE WAS NO RAINFALL IN OUR AREA FOR ATLEAST THE LAST WEEK BEFORE THIS HAD ACCURRED.

THANK YOU
CHRIS SHRIVER
918-424-4936

Feb 13, 2014

On February 13 2014 I got
a call for backed up sewer
at 604 Garden lane. Got over
there to flush sewer an
The manhole was on us
Backed up An I was able
to bust it loose with the
flush truck, An chris Shriver
got to job site an took pictures
insite the house of Damage.
The Plumber Pulled the toilet
off of floor whiched caused
the sewer to back up into house

OKLAHOMA MUNICIPAL ASSURANCE GROUP
SEWER BACKUP QUESTIONNAIRE

CLAIMANT: ____________________
ADDRESS: 604 Garden LN.
DATE OF LOSS: 2-13-2014
CLAIM NUMBER: ____________________
LOCATION OF BACKUP: 604 Garden LN.

Instructions: Please complete this questionnaire and attach or identify any supporting documentation. Use back if additional space is required for a response.

1. Are records available of the rainfall in the area preceding the subject sewer? Yes ____ No X. If yes, specify the amount of rainfall for each time period to the backup: 24 hrs. _____, 48 hrs. _____, 72 hrs. _____.

2. Were you able to determine the cause of the sewer backup? Yes ____ No X
   _____ (a) infiltration or inflow;
   _____ (b) a foreign object, e.g., roots
   _____ (c) sewer line or refuse introduced into the line; or
   _____ (d) other cause
   Please explain specifically what was found and identify any person(s) with personal knowledge of the findings.

3. Have there been previous blockages or backups in this line or within 300 feet of this address in the last 5 years preceding the subject backup? Yes _____ No X. If yes, specify:

   (a) when? ____________________

   (b) where on the line? ____________________

   (c) what was determined to be the cause? ____________________

4. Have the claimants or other occupants at this address given any other notice to the municipality of a sewer backup problem in the past 5 years? Yes ____ No X. If yes, when and how was it documented?

5. Does the municipality have a regular maintenance program of cleaning, jetting, or rodding the sewer line that serves this address? Yes ____ No X. If yes, on what date(s) and in what manner was this done in the six months prior to this claim?

6. What is the size and age of the sewer line in which the backup occurred? Size 8" Clay tile
   Age 30yrs +.

7. Is the sewer line sufficient for the current load? (e.g., if a 6" line was sufficient in 1940, is it sufficient today where greater number of homes or businesses may have been added to capacity of the line)? Yes __X__ No ________.

8. Did the claimant have a relief or check valve on his private line? Yes ____ No __X__. If yes, when was it installed?

9. Does the municipality have any ordinances, contracts, or regulations which may relate to the consideration of this claim? Yes __X__ No _____. If yes, attach a copy of the pertinent document.

10. If this backup was due to grease in the line, does the municipality have a grease trap ordinance? Yes ______ No __X__. If yes, how was it enforced?

11. Are there any other parties that have an interest in the subject property? Yes _____ No __X__. If yes, specify whether the person(s) is a landlord, property owner, spouse, business partner or other occupant.

12. Does the City maintain records, work orders or any other documents regarding the subject of sewer backup? Yes __X__ No ______. If so, please attach legible copies of all records.

13. Is the sewer system maintained and operated by some one other than the city? Yes _____ No __X__. If so, please provide copy of the contract with the third party contractor.

14. Had the line involved been jet rodded or cleaned in any other manner in the 72-hour period before the backup occurred? Yes _____ No __X__.

15. Please provide any additional information relevant to this claim.

Chris Shrum
Signed by

Heavy Equipment Operator UTM
Position

2-14-2014
Date

918-424-4936
Phone Number

RETURN TO:

Oklahoma Municipal Assur. Group
4130 North Lincoln Blvd.
Oklahoma City, Ok 73105

Phone: (405) 525-6624
Fax: (405) 525-0009

CITY OF MCALESTER

U T M CONSTRUCTION PERMIT

DATE: 2-13-2014 PERMIT # ______________ OKIE LOCATE # ______________

Type of Utility: (water/sewer/hydrant/meter) ______________

UTM Representative: Chad Kelly Brandon Clark

Telephone No.: ______________

Resident Name: ______________

Resident Address: ______________

Resident Telephone: ______________

Location: 604 Emelon Ln.

Purpose of Utility Permit: Installation ☐ Adjust/relocation ☐ Repair ☐
Maintenance of existing facility ☒

Facility (type, size, etc.) 8" Clay tile sewer main

Nature of construction: longitudinal (parallel) ☐ Ground-mounted ☐ Transverse (crossing) ☐

Will Street Access Be Blocked? Yes ☐ No ☒

Will Street Crossing Be Blocked? Yes ☐ No ☒

If Traffic Detour Necessary? Yes ☐ No ☒ (If yes traffic control plan is required)

Nature of Work Sewer Flush

Surface to be disturbed: Bituminous ☐ Roadway ☐ Shoulder ☐ Concrete ☐ Gravel ☐ Turf Only ☐ Other: ______________

Depth of Excavation Below Surface — Number and Size of Excavation ______________

Method of Installation/Construction ______________

Work to start on or after 2-13-2014 Work to be completed by 2-13-2014

Work completed on: 2-13-2014

E-MAIL – valerie.jackson@cityofmcalester.com **FAX#** (918) 423-4943 **PHONE#** (918) 423-9300 ext. 4990

Chad Kelly — Applicant's Signature

Chad Kelly — (Please Print)

2-13-2014 — Date

______________ Engineering Division Approval

______________ Date

J

Service & License Agreement for McAlester, OK

Organization	City of McAlester	URL	http://www.cityofmcalester.com/
Street Address	28 E. Washington		
Address 2	P.O. Box 578		
City	McAlester	State OK	Postal Code 74502

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone	Pete Stasiak, 918-421-9900
Emergency Contact & Mobile Phone	James Stanford, 918-424-4961
Emergency Contact & Mobile Phone	Linda Daniels, 405-488-8388

Billing Contact	Toni Ervin			E-Mail	toni.ervin@cityofmcalester.com
Phone	918-423-9300	Ext.	4961	Fax	918-421-4970
Billing Address	P.O. Box 578				
Address 2	28 E. Washington				
City	McAlester	ST	OK	Postal Code	74502
Tax ID #	736005314			Sales Tax Exempt #	736005314
Billing Terms	Annual			Account Rep	Carrie Broeckelmann
Info Required on Invoice (PO or Job #)	PO				

Contract Contact	Pete Stasiak			Email	pete.stasiak@cityofmcalester.com
Phone	918-423-9300	Ext.	4964	Fax	918-421-4970

Project Contact	James Stanford			Email	james.stanford@cityofmcalester.com
Phone	918-423-9300	Ext.	2591	Fax	918-421-4970

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Terms & Conditions

Client Deliverable

1. Icon Enterprises, Inc., d/b/a CivicPlus will create a unique website for the City of McAlester (Client) that includes all functionality as defined in Exhibit A – CivicPlus Project Deliverables, attached hereto.
2. After 48 consecutive months under these terms and associated pricing, Client becomes fully eligible for a CP Advanced Redesign at no additional cost. See Exhibit B for complete details.

Additional Services

3. Client may contract with CivicPlus for additional Consulting, Website Design, Setup, Programming, site modification, Training services (Project Development Services), Additional Page and/or Graphic Design that exceed those defined in Exhibit A. CivicPlus will invoice Client for the additional services immediately prior to project Go-Live. Services that involve billable time beyond the contracted amount will be documented and invoiced. Written approval by the Client is necessary before billable time is incurred.
4. Client may contract with CivicPlus for additional Annual Support, Maintenance & Hosting services that exceed those defined in Exhibit A. CivicPlus will invoice Client for annual services immediately prior to project Go-Live. Modules that incur additional usage fees may be purchased and activated at any time.

Billing & Payment Terms

5. One-third of the total Project Development fee will be billed upon completion of design (Objective 1, Exhibit A); one-third of the total Project Development fee will be billed upon completion of content (Objective 2, Exhibit A). The remainder of the Project Development fee and any additional Project Development services will be invoiced upon Go-Live (Objective 4, Exhibit A).
6. The client shall sign a project completion and acceptance form prior to project go-live. The date may be extended if material system or operational failures are encountered. Immediately upon project Go-Live the final bill for the project development services will be billable and payable. All Parties agree that the website will not go-live until the project is accepted in writing by the client.
7. Project Development invoices are due by the first of the following month, but no later than 30 days from invoice date. Project Development will be discontinued if payment is not made within 30 days after the invoice due date.
8. Invoicing for Annual Support, Maintenance & Hosting begins six months from contract signing or upon project Go-Live whichever occurs first.
9. Annual Support, Maintenance & Hosting invoices may be prorated in order to correlate with the Client's budget year, and are Invoiced prior to the year of service.
10. After project go-live, if the Client's account exceeds 90 days past due, Annual Support, Maintenance & Hosting will be discontinued until the Client's account is made current. Client will be given 30 days notice prior to discontinuation of services for non-payment.
11. Provided the Client's account is current, at any time the Client may request an electronic copy of the website Customer Content (graphic designs, web content, page designs and banners), and Content Management System (CMS) Software. Client agrees to pay $250 per completed request. Provided the Client's account is current, upon termination of services client may request a complimentary electronic copy of website Customer Content and CMS Software.

Agreement Renewal

12. This contract shall remain in effect for a period of one year (12 months) from signing. After 48 consecutive months under the terms of this contract and associated pricing, Client will be fully eligible for a CP Advanced Redesign at no additional cost. The contract may be renewed on its existing terms by agreement of the parties.
13. Either party may terminate the agreement at the end of the contract term by providing the other party with 60 days written notice prior to the contract renewal date.
14. In the event of contract termination, Client forfeits eligibility for the CP Advanced Redesign and all funds applied to such eligibility.
15. Each year this Agreement is in effect, charges for Annual Support, Maintenance & Hosting services will not be increased by more than 5% per annum.

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Support

16. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
17. Support includes providing technical support of the CivicPlus Content Management Software, application support (pages and modules), and technical maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
18. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the client, take action to correct any problems or defects discovered in the Software and reported to CivicPlus by the client, such warranty to include ongoing maintenance upgrades and technical error correction.
19. CivicPlus provides online website statistics software at no extra charge. If Client desires to use other website statistic software, CivicPlus will provide the necessary log file access.

Marketing

20. Client will work with the CivicPlus Marketing Department to make a reasonable attempt to gather information and meet deadlines associated with website award contest entries throughout the term of this agreement, and to create a case study related to their website.
21. Client permits CivicPlus to include an example of the Client's home page and a link to the Client's website on the CivicPlus corporate website.
22. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.
23. Client allows CivicPlus to display a "Powered by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this agreement assumes such perpetual permission.

Intellectual Property, Ownership & Content Responsibility

24. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, client will own the graphic designs, web content, page designs and banners ("Customer Content"), as well as the CMS Software.
25. Upon completion of the development of the site, client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
26. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software in any way; (ii) modify or make derivative works based upon the software; (iii) create Internet "links" to the Software or "frame" or "mirror" any functionality on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Software, or (c) copy any ideas, features, functions or graphics of the Software.
27. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the CMS System are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

28. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the customer. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by customer or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.
29. Except as expressly provided in this Agreement, CivicPlus makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Force Majeure

30. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

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Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

The City of McAlester, OK	11/14/11 Date
CivicPlus	11-10-11 Date

Sign and Fax this Copy	**And – Mail Two (2) Signed Originals**
Attn: Contract Manager Fax: 785-587-8951	CivicPlus Contract Manager 317 Houston St., Suite E Manhattan, KS 66502

We will fax a counter-signed copy of the faxed contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

--Remainder of this page left intentionally blank—

Exhibit A - CivicPlus Project Deliverables

All Quotes are in US Dollars and Valid for 30 Days from October 25, 2011.

Project Development	**$24,965**
First Year's Annual Support, Maintenance & Hosting *Server Storage not to exceed20x GB; Media Center Storage not to exceed 10 GB*	**FREE**
Total Fees Year 1	**$24,965**

Year 2 and Beyond Annual Support, Maintenance & Hosting *Subject to annual 5% increase*	$4,265

--Remainder of this page left intentionally blank--

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Project Development

Objective 1: Establishing Your Site's Focus	
Phase 1: Analysis and Timeline Development Deliverable: Project Timeline and worksheets	**$2,214**
Phase 2: Website Design Deliverable: Website Design Composition	**$5,206**
Phase 3: Navigation Architecture Development Deliverable: Navigation structure optimized for your website	**$826**
Objective 2: Content Development and Page Layout	
Phase 4: Modules and Site Setup Deliverable: Set up fully functional site, software that runs the site, and site's statistical analysis.	**$2,253**
Phase 5: Content Development of **50** standard pages and up to **250** supporting elements Deliverable: Website content development and module content.	**$3,107**
Phase 6: Test and Review, Establish Future Expectations Deliverable: List of items that need to be addressed	**$1,992**
Objective 3: Equipping Your Staff for Successful Website Maintenance	
Phase 7: (4) Four Days of On-Site Training for up to 10 people per session *Travel expenses are included in quote.* Deliverable: Train System Administrator(s) on CMS Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.	**$7,600**
Objective 4: Website Deployment	
Phase 8: Go-Live and Project Review Deliverable: Final project review report	**$1,314**
Phase 9: Marketing Deliverable: Registration of site with all major search engines	**$453**
Phase 10: Ongoing Consultation Deliverable: Site review with recommendations for enhancements to improve visitor interaction; layout, design and content recommendations.	**Included**
Expandable Modules	
None	**n/a**
Additional Functionality	
None	**n/a**
Gov 2.0 Upgrades	
Blog Share	**Included**
Facebook Integration Twitter Integration	**Included**
Options Included in One-Time Fee	
None	**n/a**
Total Project Development Fee	**$24,965**
First Year Annual Support, Maintenance and Hosting Fee Server storage not to exceed 20 GB; Media Center storage not to exceed 10 GB	**FREE**
Total Fees Year 1	**$24,965**

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Project Development Includes the Following:	
Modules	**Functionality**
• Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Business/Resource Directory • Calendar • Carbon Calculator • Document Center • ePay • Facilities & Reservations • FAQs • Featured Info Module • Forms Development Tool • Healthy City Initiative • Intranet • Job Postings • Media Center • My Dashboard • NewsFlash • NotifyMe Email Subscription • Online Job Application w/1 Generic Application • Opinion Poll • Permits & Licensing • Photo Gallery • Postcard Module • Quick Links • Real Estate Locator • Request Tracker (5 users) • Staff Directory	• Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Content Library • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect and Broken Links Finder • Menu Management • Mouse-over Menu Structure • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics (Only with CivicPlus Hosting) • Page Wizard w/Multiple Layouts • Printer Friendly/Email Page • Rotating Content • RSS • Search Engine Registration • Site Layout Options • Site Search & Entry Log • Slideshow • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log

Annual Support, Maintenance & Hosting Service Include the Following:		
Support	**Maintenance of CivicPlus Application & Modules**	**Hosting**
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection CivicPlus University	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware

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Exhibit B – Redesign Details

CivicPlus Project Development Services & Scope of Services for CP Advanced Redesign
• New CP Advanced Redesign • Redevelop banner • Up to 3 graphic buttons to promote special services • Redevelop navigation method (may choose top drop-down or other options) • Select color scheme to match new graphics • Design setup – wireframe • Print this page option • Email this page option • Breadcrumbs • Sitemap • Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.) • Project Management • Testing • Review • Content Migration – Includes retouching of all existing pages on the redesigned website to ensure proper formatting, menu structure, and application of new site styles. Note: Content will be rewritten or pages broken up (shortened or resectioned) • Site styles and page layouts will be touched so all pages match the new design and migrate cleanly

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Statement

Date 7/1/2014
Amount Due $5,478.25
Terms Net 30

CIVICPLUS
HELPING COMMUNITIES ENGAGE & INTERACT

317 Houston St. Suite E
Manhattan, KS 66502
888-228-2233

Bill To
City of McAlester OK
28 E. Washington
Mcalester OK 74501

Date	Description	Charge	Payment	Balance	Open Amo...	Terms	Due Date	PO/Check #
7/1/2014	Invoice #148276	5,478.25		5,478.25	5,478.25	Net 30	7/31/2014	

Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days	Amount Due
5,478.25	0.00	0.00	0.00	0.00	$5,478.25

A Finance Charge of 2.9% Per Month Will Be Added To Past Due Accounts

K

BUSINESS CUSTOMER SERVICE AGREEMENT

THIS BUSINESS CUSTOMER SERVICE AGREEMENT (this "Agreement"), dated 8-7-12, 2012 (the "Effective Date"), is by and between United States Cellular Corporation on behalf of its operating licensed affiliate doing business as U.S. Cellular in the Home Market ("USCC"), and the City of McAlester, Oklahoma on behalf of its employees and permitted subsidiaries and affiliates ("Customer").

WHEREAS, Customer desires to purchase wireless telecommunication services and equipment from USCC; and

WHEREAS, USCC is willing to provide Customer with wireless telecommunication services and equipment in accordance with the provisions and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS.

(a) "Equipment" means wireless telephone and data equipment purchased by Customer from USCC or otherwise provided to Customer by USCC for use in connection with Service.

(b) "Home Market" means the market in which the U.S. Cellular switch to which your account is assigned at the time your service is established ("Home Market').

(c) "Service" means the wireless telecommunication services (including, without limitation, voice and data services) that USCC will provide to Customer pursuant to this Agreement.

2. PROVISION OF SERVICE.

(a) USCC shall provide and Customer shall purchase Service and Equipment pursuant to the terms and conditions set forth in this Agreement. Service is available to Equipment only when such Equipment is within the operating range of Service as set forth in USCC's standard coverage maps. The standard coverage maps as of the Effective Date are attached hereto as Exhibit A. Such maps may be updated periodically by USCC. Service is furnished for Customer's use only. Customer may not resell Service to third parties.

(b) Data Services. Customer's use of the data services portion of Service (currently known as **easy**edge^{sm} Phone Service), specifically excluding any BlackBerry products or services, shall be governed by this Agreement and the Wireless Data (powered by BREW) End User License Agreement attached hereto as Exhibit B.

(c) BlackBerry® Services.
i. Customer's use of any BlackBerry portion of the Service shall be governed by this Agreement and the applicable RIM License(s). For purposes of this Agreement, "RIM License(s)" means the then current standard software license(s), in whatever form or medium provided by Research In Motion Corporation, a Delaware corporation and/or Research In Motion Limited, an Ontario corporation (individually and collectively, "RIM"), in conjunction with the "BlackBerry" wireless handset device and related services, including but not limited to the BlackBerry Enterprise Server ("BES") Software License and BlackBerry End User/Software License Agreements provided with the BES software and BlackBerry Wireless handset devices, respectively. A current set of versions of RIM License(s) can be found at http://www.rim.com/legal/index.shtml. As a condition to receiving any BlackBerry portion of the Service, Customer shall agree to and comply with the RIM License(s). Customer shall be responsible for ensuring that any end user using the BlackBerry portion of the Service through Customer agree to the applicable RIM License(s) as may be required by RIM.
ii. Customer shall be solely responsible for the selection, implementation, and performance of any third party equipment, software and telecommunication equipment and services (including, without limitation, Internet email connectivity) used in connection with the BlackBerry portion of the Service. Customer shall be responsible for insuring that the computer equipment and email system used by Customer in connection with the BlackBerry portion of the Service meets USCC's and RIM's minimum standards for interoperability including, without limitation, those with respect to memory requirements, processing speed, the choice of email server and client software, and the use of dedicated Internet access for accessing Internet email.

(d) USCC may impose usage or service limits, suspend service or block certain categories of transmissions in its sole discretion to protect its customers or its business. Customer may not use the service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with USCC's network, business operations, employees or customers.

3. **Customer Support.**

USCC shall provide Customer with a major account support team and customer support as set forth in Exhibit C.

4. **RATES AND CHARGES.**

(a) Customer shall pay for Service at the rates set forth in Exhibit D. Customer shall also pay applicable additional fees and charges including, without limitation, regulatory cost recovery charges (e.g., Universal Service Fund, Enhanced 911, and Wireless Number Portability), surcharges, and taxes. Customer acknowledges that such additional fees and charges are subject to change without prior notice.

(b) With respect to the BlackBerry portion of the Service, if any, Customer shall pay the rates set forth in the attached Exhibit E.

(c) USCC reserves the right to pass through to Customer with prior written notice any increased cost imposed on USCC by RIM with respect to Customer's usage of the BlackBerry portion of the Service. Customer agrees to pay any such cost passed through by USCC.

(d) If Customer desires to purchase any services offered by USCC for which rates are not set forth in Exhibit D or Exhibit E, then upon request from Customer, USCC shall provide to Customer a written offer setting forth the applicable rates and charges therefor. If Customer accepts such offered rates and charges, USCC shall provide such services which shall thereafter be deemed to be part of the Service.

5. **EQUIPMENT.**

(a) USCC shall sell wireless handset Equipment to Customer at the prices set forth in Exhibit F for each Eligible Upgrade and for each new line of Service activated by Customer. An "Eligible Upgrade" shall mean Customer's first upgrade of wireless handset Equipment for a line of Service after completing 18 months of Service on such line. Except for Eligible Upgrades and new activations, all other purchases or upgrades of wireless handset Equipment shall be at full retail price.

(b) At Customer's option, Customer may change the Service rate plan for any of its then-existing Equipment to any other Service rate plan set forth on Exhibit D, provided that such Equipment is compatible with the chosen Service rate plan.

(c) USCC shall sell RIM wireless handset Equipment to Customer at the prices set forth in Exhibit G hereto.

6. BILLING AND PAYMENT.

USCC shall bill Customer on a monthly basis for all amounts due hereunder. **Billing for some calls made/received by Customer outside of Customer's Home Market may occur after the close of the regular billing cycle. Typically this occurs when Customer makes/receives calls late in the billing cycle outside of the Home Market such as when Customer is roaming on another carrier's network or is making/receiving calls on a USCC network other than the Home Market. When this occurs, the minutes used, and associated charges, will be applied against Customers monthly calling plan in the month that the usage appears on the bill rather than the month the calls actually occurred.** USCC may charge a late fee of 18% per annum for any amount not paid when due. Except where prohibited by law, Customer agrees to reimburse USCC for all costs (including, without limitation, reasonable attorneys' fees, collection fees and similar expenses) incurred by USCC in connection with the collection of amounts due from Customer hereunder.

7. COVERAGE.

Customer acknowledges that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Representations of coverage by USCC or its agents are not guarantees. Customer also acknowledges that the BlackBerry portion of the Service may be interrupted or unavailable due to the failure of third party suppliers or the termination of one of more third party supplier relationships including, without limitation, that with RIM

8. TERM AND TERMINATION.

(a) Term. Unless terminated earlier as provided herein, the initial term of this Agreement shall commence as of the Effective Date and shall expire twelve (12) months thereafter (the "Initial Term"). The term of this Agreement may be renewed for successive 12 month periods (each a "Renewal Period') upon written approval by Customer with a maximum of three (3) Renewal Periods under this Agreement.

(b) Termination. Either party (the "Nondefaulting Party") may terminate this Agreement if the other party (the "Defaulting Party"): (i) is or becomes insolvent; (ii) makes an assignment for the benefit of creditors, or a receiver is appointed to take charge of all or any part of the Defaulting Party's assets or business; (iii) is the subject of a bankruptcy, whether voluntary or involuntary; or (iv) materially breaches any of its obligations under this Agreement, and such breach is not cured within ten days after the Nondefaulting Party notifies the Defaulting Party in writing of such breach. USCC may immediately terminate the BlackBerry portion of the Service (x) if USCC is prevented from providing such portion of the Service by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other government authority, (y) upon termination of any third party relationship that affects such portion of the Service including, without limitation, termination of USCC's relationship with RIM, or (z) if Customer fails to comply with any applicable RIM License.

(c) **Early Termination Fees.** If this Agreement or any line of Service is terminated during the Initial Term for any reason other than USCC's material breach of this Agreement or for reasons set forth in Section 7(b)(x) or Section 7(b)(y) above, Customer will be assessed an early termination fee of $150.00 per terminated line of Service. Starting in the 5th month after the line of Service is activated, the ETF will be reduced by $7.50/month (24 month Initial Term) or $18.50/month (12 month Initial Term).

(d) **Consequences of Termination.** Upon termination or expiration of this Agreement: (i) Customer shall pay all amounts due hereunder to USCC; (ii) USCC shall cease to provide Service hereunder; and (iii) Sections 7 and 9 through 19, as well as any other provision that should naturally extend beyond the termination or expiration of this Agreement, shall survive such expiration or termination of this Agreement for any reason.

9. THEFT.

If any Equipment is lost, stolen or otherwise absent from Customer's possession and control, Customer is responsible for all charges until Customer reports the loss, theft, or other occurrence to USCC. USCC may require Customer to provide USCC with a police report or sworn statement verifying the loss or theft before waiving any charges. No such report shall be deemed to be a notice of termination of this Agreement.

10. ARBITRATION.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION AT THE REQUEST OF EITHER PARTY PURSUANT TO THE WIRELESS INDUSTRY ARBITRATION RULES THE PARTIES AGREE THAT ALL CLAIMS, WHETHER IN ARBITRATION OR IN SMALL CLAIMS COURT, SHALL BE TREATED INDIVIDUALLY AND THERE SHALL BE NO

CONSOLIDATION OF CLAIMS, CLASS ACTIONS, REPRESENTATIVE ACTIONS OR PRIVATE ATTORNEY GENERAL ACTIONS. THIS PROVISION REQUIRING INDIVIDUAL TREATMENT OF ALL CLAIMS IS NOT SEVERABLE AND SHOULD THIS PROVISION BE DEEMED UNENFORCEABLE AT ANY TIME BY ANY ARBITRATOR OR BY ANY COURT OF COMPETENT JURISDICTION, THIS ARBITRATION CLAUSE SHALL BE NULL AND VOID IN ITS ENTIRETY. THIS ARBITRATION AGREEMENT SURVIVES THE TERMINATION OF THIS SERVICE AGREEMENT.

11. **CERTIFICATE OF AUTHORITY.**

If Customer is a person, firm, or organization other than the individual user of the Service, the individual agreeing to this Agreement on behalf of such Customer hereby certifies having authority to agree on behalf of Customer.

12. **LIMITS OF LIABILITY.**

USCC'S LIABILITY REGARDING CUSTOMER'S USE OF THE SERVICES OR RELATED EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICE OR EQUIPMENT, IS LIMITED TO THE CHARGES CUSTOMER INCURS FOR THE APPLICABLE SERVICE OR EQUIPMENT DURING THE AFFECTED PERIOD. THIS MEANS USCC IS NOT LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES.

13. **DISCLAIMER OF WARRANTIES.**

USCC MAKES NO WARRANTY REGARDING THE SERVICES, EQUIPMENT OR SOFTWARE AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. USCC IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. USCC DOES NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND CUSTOMER'S ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH USCC HAS NO LIABILITY WHATSOEVER). USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR

ANY PORTION OF THE SERVICE PROVIDED BY RIM, ITSELF OR THROUGH OR IN CONJUNCTION WITH USCC, OR FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF ANY SUCH SERVICE. USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION WITH RESPECT TO ANY ELEMENT OF THE BLACKBERRY PORTION OF THE SERVICE PROVIDED BY ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, BY RIM, THROUGH OR IN CONJUNCTION WITH USCC. IN ADDITION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, USCC SPECIFICALLY DISCLAIMS THE SUITABILITY OF THE SERVICE FOR USE IN MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL AND LIFE SUPPORT OR WEAPONS SYSTEMS.

14. ASSIGNMENT.

Neither party shall have the right to assign or transfer its rights or obligations pursuant to this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or transfer this Agreement to a successor as a result of a merger, consolidation, acquisition, reorganization or sale of all or substantially all of such party's assets without the prior consent of the other party. No such assignment or transfer shall have the effect of increasing the obligations of either party under this Agreement. The terms and conditions of this Agreement will inure to the benefit of, and shall be binding upon, each party's successors and permitted assigns.

15. ENTIRE AGREEMENT AND AMENDMENT.

This Agreement is the entire agreement between Customer and USCC. This Agreement supersedes any inconsistent or additional promises made to Customer by any employee or agent of USCC, including but not limited to any customer service agreement between USCC and any affiliate or subsidiary of Customer. Except as otherwise provided herein, this Agreement may not be modified or amended or any rights of a party to it waived except in a writing signed by duly authorized representatives of the parties hereto.

16. GOVERNING LAW.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma. In the event of any conflict between this Agreement and the applicable laws or tariffs of any local, state or federal body, such laws or tariffs shall control to the extent applicable. All Exhibits to this Agreement are hereby incorporated into and made a part of this Agreement.

17. NO WAIVER; SEVERABILITY.

USCC's failure to enforce any right or remedy available under this Agreement is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

18. NOTICE.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given when either personally served or after 3 business day if mailed by certified, registered mail, return receipt requested, or after 1 business day if delivered by a reputable overnight delivery service, or by facsimile transmission to:

USCC:	**Customer:**
Attn: Kenneth Wills	Attn: ______________
4700 S. Garnett Rd.	
Ste 100	____________________
Tulsa, OK 74146	____________________

With a copy to:
United States Cellular Corporation
Attn: Legal and Regulatory Affairs
8410 West Bryn Mawr
Chicago, IL 60631
FAX #: (773)864-3133

and to:

Stephen P. Fitzell, Esq.
Sidley Austin LLP
One S. Dearborn Street
Chicago, IL 60603
FAX #: (312)853-7036

If either party changes its address during the Term, it shall so advise the other party in writing, and all notices thereafter required to be given shall be sent to such new address.

19. COMPLIANCE WITH LAW.

Each party shall comply with all applicable laws, rules and regulations in its performance hereunder.

20. PUBLICITY AND ADVERTISING.

Neither party shall, without the prior written consent of the other party: (i) use any name, trade name, trademark, service mark or symbol of the other party in advertising, publicity or otherwise, or (ii) represent, directly or indirectly, that any Service or Equipment provided by such party has been approved or endorsed by the other.

21. IN BUILDING REPEATER SYSTEMS.

Customer acknowledges that, pursuant to Section 22.383 of the FCC's Rules (47 C.F.R. Section 22.383), only FCC licensees are authorized to install and operate any "in building radiation systems" or "in building repeater systems" as defined in Section 22.99 of the FCC's Rules (47 C.F.R. Section 22.99) and that the installation and operation of any such system can take place only with USCC's consent and under its supervision and control. During the term of this Agreement, Customer shall not install on its premises any such system without USCC's prior written consent.

22. AFFILIATES AND SUBSIDIARIES.

Upon request by Customer and subject to USCC's written approval, which may be withheld in its sole discretion, Customer's affiliates and subsidiaries may purchase Service or Equipment from USCC pursuant to the terms and conditions of this Agreement. Customer shall guarantee the performance of its approved affiliates and subsidiaries obligations under this Agreement.

23. CREDIT INFORMATION.

Customer authorizes business references or consumer and credit agencies to furnish USCC with credit records, ratings, and history.

24. CONFIDENTIALITY.

(a) Confidential Information. "Confidential Information" means with respect to a party hereto, this Agreement, together with all business or technical information or materials of such party provided hereunder. Confidential Information shall not include information or material that the receiving party demonstrates: (i) was known to the receiving party prior to the Effective Date free of any obligation of nondisclosure; (ii) was in the public domain prior to the date received by a receiving party hereunder or which subsequently came into the public domain through no fault of the receiving party; (iii) was lawfully received by the receiving party from a third party free of any obligation of nondisclosure; or (iv) was independently developed by the receiving party, employees, consultants or agents without reference to any Confidential Information of the disclosing party.

(b) **Maintaining Confidentiality**.

The parties shall:

(i) hold all Confidential Information in strict confidence and not disclose it to others or use it any way except in performing the receiving party's obligations under this Agreement; and

(ii) take all action reasonably necessary to protect the confidentiality of the Confidential Information including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information.

(c) Ownership and Return of Confidential Information. Confidential Information furnished to the receiving party by the disclosing party will be and shall remain solely the property of the disclosing party. The receiving party agrees to return all Confidential Information and any materials or other property provided by the disclosing party promptly, at the disclosing party's request or upon termination of this Agreement, whichever occurs first. The receiving party agrees not to retain any Confidential Information of the disclosing party or reproductions thereof, or other such property or materials, after such request or termination.

(d) Required Disclosures. Notwithstanding the foregoing, the receiving party may disclose the disclosing party's Confidential Information to the extent that the receiving party is required by any subpoena or other lawful process.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

UNITED STATES CELLULAR CORPORATION	CITY OF MCALESTER, OK
By: Tommy Arens	By:
Name: Tommy Arens	Name: Steve Harrison
Title: Director of Sales	Title: Mayor

SIGNATURE PAGE
TO
BUSINESS CUSTOMER SERVICE AGREEMENT
BY AND BETWEEN
UNITED STATES CELLULAR CORPORATION
AND
[ ]

EXHIBIT A

CURRENT COVERAGE MAP

(See page 20)

EXHIBIT B

U.S. Cellular Wireless Data (powered by BREW™) End User License Agreement

1. Limited License. The developer of the Application ("Developer") hereby grants to you a non-exclusive limited license to install the object code version of the Application on one wireless communication device and to use the Application on such device. All rights not expressly granted are reserved by the Developer. The term "Application" includes any software that is provided to you at the same time the Application is provided to you, or that is used in connection with the Application.

2. Restrictions. You agree not to reproduce, modify or distribute the Application or other software included in your wireless device ("Other Software"). Subject to applicable law, you agree not to decompile or reverse engineer the Application or the Other Software. You agree not to (i) remove any copyright or other proprietary notice from the Application or the Other Software, or (ii) sublicense or transfer the Application or the Other Software to a third party.

3. Ownership. You agree that the Developer and its licensors retain all right, title and interest in and to the Application and all copies of the Application, including all copyrights therein. You agree to erase an Application from your wireless device upon receipt of notice.

4. Termination. This Agreement shall terminate immediately, without notice, if you fail to comply with any material term of this Agreement. Upon termination you agree to immediately erase the Application from your wireless device.

5. Disclaimer of Warranty. THE APPLICATION IS LICENSED TO YOU "AS IS." DEVELOPER AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE APPLICATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DEVELOPER DOES NOT WARRANT THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.

6. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE DEVELOPER OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE APPLICATION (INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS), EVEN IF THE DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE DEVELOPER'S LIABILITY

FOR ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.

7. Export. The Application is subject to the export control laws and regulations of the United States and other jurisdictions. You agree to comply with all such laws and regulations.

8. Government. If you are or are acting on behalf of an agency or instrumentality of the United States Government, the Application is "commercial computer software" developed exclusively at private expense. Pursuant to FAR 12.212 or DFARS 227 7202 and their successors, as applicable, use, reproduction and disclosure of the Application is governed by the terms of this Agreement.

9. Miscellaneous. This Agreement is governed by the laws of the State of California, USA, without regard to California's conflict of law principles. The United Nations Convention on Contracts for the Sale of International Goods does not apply to this Agreement. If any provision hereof is held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby. This Agreement constitutes the entire agreement between you and the Developer regarding its subject matter and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. No modification or alteration of this Agreement will be valid except in writing signed by you and the Developer.

EXHIBIT C

CUSTOMER SUPPORT

<u>Account Team Contact Information:</u>

Ken Wills BAE918-698-9246 cell 918-270-5605 office
kenneth.wills@uscellular.com

Chelsea Henderson Sales Support
918-270-5617 office
chelsea.henderson@uscellular.com

<u>Customer Service Contact Information:</u>

Business to Business 1-800-819-9373

EXHIBIT D

RATES

Cellular Rate Plan

Business Community Pooled 300 per user. All 96 users are on one account which pools 300 minutes per cell phone plus the following free add features.

96 users x 300 minutes = 26,100 pooled minutes. Light green on Exhibit A , Maps
$29.99 per line with 20% discount ($6.00) = $23.99 per line.
Total for voice = $2,303.04

- Free Unlimited Incoming Calls from any phone.
- Free Unlimited Mobile-To-Mobile Calls (U.S. Cellular® to U.S. Cellular®)
- 30 Minutes of Roaming Per Line 96 X 30 = 2,880 pooled minutes Green on Exhibit A ,Maps

U.S. Cellular® offers a 5GB data plan:
9 lines $30.00 each = $270.00
1 line tethering = $24.95
Total for Data = $294.95

Text Package:
- 8 lines with 250 Text messaging package = $4.95 (Unlimited Incoming Free)

Total for Text Packages = $39.60

Grand Total = $2,637.39 per monthly access.

USCC shall measure and bill Service usage in one-minute increments, and each partial minute of usage will be rounded up and billed as a full minute. USCC may bill Customer for calls that are not completed but ring longer than 59 seconds. For completed calls, Customer will be billed from the time Customer pushes the "send" button until the call is terminated.

"Application Charges" means the charges incurred for all monthly subscription fees and "per use" fees for data applications.

"Data Network Usage Charges" means the charges for transferring data (e.g., downloading applications, accessing the Internet, etc.) rendered in units of kilobytes or megabytes. Each partial kilobyte of data transferred will be rounded up and billed as a full kilobyte.

EXHIBIT E

BLACKBERRY SERVICE RATES

BlackBerry® BES Server Service $10.00 per month per lines
Plus $30.00 per month per line for Data

EXHIBIT F

EQUIPMENT

A $50.00 discount from the new or renewal 24 month price list. Price not to go below a penny per phone.

71 phones voice only: Samsung Freeform 4 $9.99 your price $.01
16 Quantico $79.99 less $50.00 = $29.99 your price

Smart phones:

Motorola Electric $179.99 less $50.00 = $129.99
Samsung Galaxy S3 $249.99 32GB model less $50.00 = $199.99
Samsung Galaxy S3 $199.99 16GB model less $50.00 = $149.99

Price list sent as requested

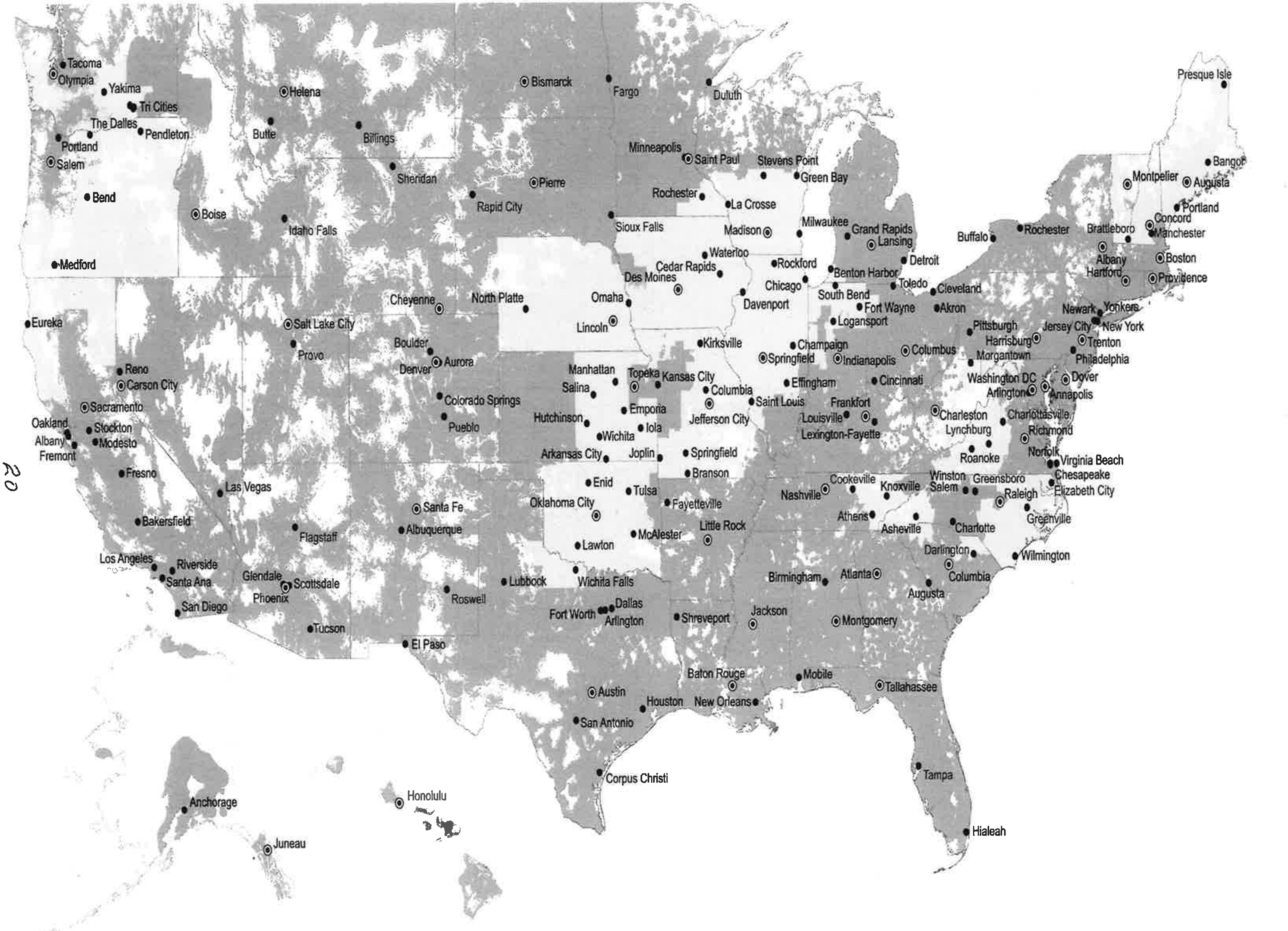
EXHIBIT G

BLACKBERRY EQUIPMENT

U.S. Cellular® has 2 current models in our inventory

Curve 9350
Torch 9850

20



Tacoma
Olympia
Yakima
Tri Cities
The Dalles
Pendleton
Portland
Salem
Bend
Medford
Helena
Butte
Billings
Sheridan
Boise
Idaho Falls
Bismarck
Fargo
Duluth
Pierre
Rapid City
Minneapolis
Saint Paul
Stevens Point
Green Bay
Rochester
La Crosse
Sioux Falls
Milwaukee
Madison
Grand Rapids
Lansing
Detroit
Waterloo
Rockford
Benton Harbor
Cedar Rapids
Des Moines
Chicago
Toledo
Cleveland
Akron
South Bend
Fort Wayne
Davenport
Logansport
Omaha
Lincoln
Cheyenne
North Platte
Salt Lake City
Provo
Boulder
Denver
Aurora
Colorado Springs
Pueblo
Eureka
Reno
Carson City
Sacramento
Oakland
Albany
Fremont
Stockton
Modesto
Fresno
Las Vegas
Bakersfield
Los Angeles
Riverside
Santa Ana
San Diego
Glendale
Phoenix
Scottsdale
Tucson
Flagstaff
Santa Fe
Albuquerque
Roswell
El Paso
Lubbock
Manhattan
Salina
Topeka
Kansas City
Emporia
Hutchinson
Wichita
Iola
Arkansas City
Joplin
Kirksville
Columbia
Jefferson City
Springfield
Branson
Champaign
Springfield
Indianapolis
Effingham
Saint Louis
Columbus
Cincinnati
Frankfort
Louisville
Lexington-Fayette
Enid
Tulsa
Oklahoma City
Fayetteville
Lawton
McAlester
Little Rock
Wichita Falls
Fort Worth
Dallas
Arlington
Shreveport
Jackson
Birmingham
Atlanta
Montgomery
Austin
Houston
San Antonio
Baton Rouge
New Orleans
Mobile
Tallahassee
Corpus Christi
Tampa
Hialeah
Nashville
Cookeville
Knoxville
Athens
Asheville
Winston Salem
Greensboro
Raleigh
Charlotte
Greenville
Darlington
Columbia
Augusta
Wilmington
Pittsburgh
Harrisburg
Morgantown
Washington DC
Arlington
Charleston
Lynchburg
Roanoke
Charlottesville
Richmond
Norfolk
Virginia Beach
Chesapeake
Elizabeth City
Annapolis
Dover
Philadelphia
Trenton
Jersey City
New York
Newark
Yonkers
Buffalo
Rochester
Brattleboro
Albany
Hartford
Providence
Boston
Manchester
Concord
Portland
Montpelier
Augusta
Bangor
Presque Isle
Anchorage
Juneau
Honolulu

L

SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	CITY OF MCALESTER
Address:	28 E WASHINGTON MCALESTER, OK 74502
Employer Identification Number:	73-6005314
Nature of Business:	MUNICIPALITY
Name of Plan:	CITY OF MCALESTER FLEXIBLE BENEFIT PLAN
Plan Number:	501

B. EFFECTIVE DATE

Original effective date of the Plan:	July 1, 1995
If Amendment to existing plan, effective date of amendment:	July 1, 2014

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service:	First day of the month following 90 days of service.
Minimum Hours:	All employees with 40 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
Age:	Minimum age of 18 years.

D. PLAN YEAR

The current plan year will begin on July 1, 2014 and end on June 30, 2015. Each subsequent plan year will begin on July 1 and end on June 30.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The maximum amount available to each Participant for the purchase of elected benefits with non-elective contributions will be:

100% of employee only medical, dental and vision.

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

Elective Contributions (Salary Reduction):

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

100% of compensation per entire plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

   American Fidelity Assurance Company Accident Only Plan, Hospital Indemnity, and Critical Illness
   BlueCross/BlueShield

   Eligibility Requirements for Participation, if different than Item C.

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

   N/A

   Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

   American Fidelity Assurance Company

   Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

   BlueCross/BlueShield Dental
   Vision Service Plan

   Eligibility Requirements for Participation, if different than Item C.

5. **Group Life Insurance** which will be comprised of Group-term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

Dearborn National

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, **may not** exceed $50,000.

Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - $ **0.00** per Plan Year

Maximum Contribution - $ **5000.00** per Plan Year

Recordkeeper: **American Fidelity Assurance Company**

Eligibility Requirements for Participation, if different than Item C.
N/A

7. **Medical Expense Reimbursement Plan** -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - $ **0.00** per Plan Year

Maximum Coverage - $ **2500.00** per Plan Year

Recordkeeper: **American Fidelity Assurance Company**

Restrictions: **N/A**

Grace Period: The provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan **are not** elected.

Carryover Provision: The provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan elected.

HEART Act: The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) **are** elected.

Debit Card: The provisions in Section 8.05 of the Plan to permit the offer of the Debit Card with respect to the Medical Expense Reimbursement Plan **are** elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – **N/A**

Maximum Contribution – As indexed annually by the IRS.

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

N/A

Eligibility Requirements for Participation, if different than Item C.

a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).

b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a $0.00 balance on the last day of the plan year).

c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of Oklahoma. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted this _________ day of ___________________, 20__.

CITY OF MCALESTER
(Name of Employer)

Witness:_________________ By:___________________

Title:____________________ Title:__________________

APPENDIX A

Related Employers that have adopted this Plan

Name(s):
N/A

<u>THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII</u>
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SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

2.01 **Administrator** — The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).

2.02 **Beneficiary** — Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.

2.02A **Carryover** — The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) five hundred dollars ($500), except that in no event may the Carryover be less than five dollars ($5).

2.03 **Code** — Internal Revenue Code of 1986, as amended.

2.04 **Dependent** — Any of the following:

(a) Tax Dependent: A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom

Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

2.05	**Effective Date**	The effective date of this Plan as shown in Item B of the Adoption Agreement.
2.06	**Elective Contribution**	The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.
2.07	**Eligible Employee**	Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
2.08	**Employee**	Any person employed by the Employer on or after the Effective Date.
2.09	**Employer**	The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
2.10	**Employer Contributions**	Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
2.11	**Entry Date**	The date that an Employee is eligible to participate in the Plan.
2.12	**ERISA**	The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
2.13	**Fiduciary**	The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
2.14	**Health Savings Account**	A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
2.15	**HSA Trustee**	The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
2.16	**Highly Compensated**	Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
2.17	**High Deductible Health Plan**	A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
2.18	**HIPAA**	The Health Insurance Portability and Accountability Act of 1996, as amended.

2.19	**Insurer**	Any insurance company that has issued a policy pursuant to the terms of this Plan.
2.20	**Key Employee**	Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
2.21	**Non-Elective Contribution**	A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
2.22	**Participant**	An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
2.23	**Plan**	The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
2.24	**Plan Year**	The Plan Year as specified in Item D of the Adoption Agreement.
2.25	**Policy**	An insurance policy issued as a part of this Plan.
2.26	**Preventative Care**	Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
2.27	**Recordkeeper**	The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
2.28	**Related Employer**	Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

3.01 ELIGIBILITY: Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item

F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

(a) The date the Participant terminates employment by death, disability, retirement or other separation from service; or
(b) The date the Participant ceases to work for the Employer as an eligible Employee; or
(c) The date of termination of the Plan; or
(d) The first date a Participant fails to pay required contributions while on a leave of absence.

3.05 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

3.06 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV

CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

(1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
(2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
(3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
(4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
(5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f) or Section 2701(f) of the Public Health Service Act, then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

(c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.

(d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.

(e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.

(f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.

(g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.

(h) Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

(a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.

(b) Significant curtailment of coverage.

(i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.

(ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.

(c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.

(d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.

(e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.

4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.

4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.

4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.

5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.

5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.

5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.

5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.

5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.

5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.

6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.

6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.

6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.

6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.

7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.

7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.

7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.

7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.

7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.

8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

(a) Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

(b) Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.

(c) Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.

(d) Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.

(e) Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the

Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.

(f) COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ('COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

(g) Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.

(h) Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.

(i) Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

(j) Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.

(k) Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:

- the date that is one year after the first day of the medically necessary leave of absence; or
- the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, "medically necessary leave of absence" means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to apply. The physician's certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

(a) (a) Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan. Further, notwithstanding the above, effective January 1, 2011, only the following drugs or medicines will constitute Eligible Medical Expenses:

(i.) Drugs or medicines that require a prescription;
(ii.) Drugs or medicines that are available without a prescription ("over-the-counter drugs or medicines") and the Participant or Dependent obtains a prescription; and
(iii.) Insulin.

(b) Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant's Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.

(c) Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and

(b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).

(d) Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses (other than over-the-counter drugs or medicines) under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply. However, beginning January 1, 2011, a Debit Card may not be used to purchase drugs or medicines over-the-counter.

(a) Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:

(i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.

(ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.

(b) Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.

(c) Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:

(i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.

(ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.

(iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.

(iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.

(v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.

(d) Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

8.07 Carryover: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.

8.08 QUALIFIED RESERVIST DISTRIBUTIONS: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.

9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.

9.03 TERMS, CONDITIONS, AND LIMITATIONS:

(a) Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

(b) Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

(c) For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be $250 per month in the case of one Dependent and $500 per month in the case of two or more Dependents.

(d) Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.

(e) Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.

(f) Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.

(g) Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

(a) "Dependent" (for purposes of this Section IX) means any individual who is:

(i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or

(ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.

(b) "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:

(i) provides care for more than six individuals (other than individuals who reside at the facility);

(ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and

(iii) satisfies all applicable laws and regulations of a state or unit of local government.

(c) "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:

(i) incurred for the care of a Dependent of the Participant or for related household services;

(ii) paid or payable to a Dependent Care Service Provider; and

(iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

(d) "Dependent Care Service Provider" (for purposes of this Section IX) means:

(i) a Dependent Care Center, or
(ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

HEALTH SAVINGS ACCOUNTS

10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.

10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.

10.03 TERMS, CONDITIONS AND LIMITATION:

(a) Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.

(b) Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

SECTION XI

AMENDMENT AND TERMINATION

11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.

12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.

12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:

(a) General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.

(b) Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.

(c) Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.

12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.

12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.

12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.

12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.

(a) Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

(b) Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review , unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

(c) Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Group Medical Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

(a) Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;

2. reference to the specific Plan provision on which the denial is issued;

3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and

4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.

(b) Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

(c) Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,

2. The specific Plan provision(s) on which the decision is based,

3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,

4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and

5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractor~~s~~ to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which ~~the~~ disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, "PHI" is "Protected Health Information" as defined in 45 CFR Section 160.103, which ~~is~~ means individually identifiable health information, except as provided in paragraph (2) of the definition of "Protected Health Information" in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIII

MISCELLANEOUS PROVISIONS

13.01 INABILITY TO LOCATE PAYEE: If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

13.02 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.

13.03 NO GUARANTEE OF TAX CONSEQUENCES: Neither the Administrator nor the Company makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.

13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.

13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.

13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.

13.07 CONSTRUCTION:

(a) Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.

(b) Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.

13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.

13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

PD 0514

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RECEIVED ON
JUN 28 2013
IN CITY CLERK'S OFFICE

THE
PUBLIC FINANCE
LAW GROUP PLLC
ATTORNEYS AND COUNSELORS AT LAW

t 405.235.3413 • f 405.235.2807
5657 N. Classen Boulevard, Suite 100 • Oklahoma City, OK 73118

AGREEMENT FOR BOND COUNSEL SERVICES

CITY OF MCALESTER, OKLAHOMA

THIS AGREEMENT, effective as of July 1, 2013, by and between THE PUBLIC FINANCE LAW GROUP PLLC ("PFLG") and the CITY OF MCALESTER, OKLAHOMA (the "City"), a political subdivision of the State of Oklahoma, as follows:

RECITALS

WHEREAS, the City desires to engage PFLG as bond counsel to assist the City and the public trusts of which the City is a beneficiary (including but not necessarily limited to The McAlester Public Works Authority (collectively, the "Authority")) for the purposes of and consultation on any contemplated financing which the City or the Authority may from time to time undertake; and

WHEREAS, PFLG possesses the necessary professional capabilities and resources to provide the legal services required by the City as described in this Agreement.

AGREEMENTS

1. **Scope of Services.**

A. *Bond Counsel Services*. PFLG will render the following services as bond counsel to the City:

(1) Consultation with representatives of the City and the Authority, including the City Manager, City Attorney, Counsel to the Authority, Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of any proposed financings, including general obligation bond issues, revenue bond/note issues, tax increment financing bond/note issue, and possible grants or state and federal loan programs that may be available.

(2) Furnish full directions of all steps necessary to be taken by the City or the Authority in compliance with the constitution and statutes of the State of Oklahoma for the proposed issuance of each series of bonds or note.

(3) Preparation of loan, security and other authorizing documents necessary for the issuance of such bond or note issues (the "Financing Documents").

(4) Review of documentation with respect to any letter of credit, bond insurance and/or reserve fund surety policy provided in connection with any bond or note issue of the City or the Authority, if any.

(5) Attendance at such meetings or hearings of the City and the Authority and working group meetings or conference calls as the City or Authority may request, and assistance to the City and Authority staff in preparation of such explanations or presentations to the governing body of the City and the Authority as they may request.

(6) Preparation of election proceedings in connection with City elections approving indebtedness evidenced by any bond or note issue.

(7) Preparation of final closing papers to be executed by the City or the Authority required to effect delivery of any bond or note issue of the Authority or the City and coordination of the closing of said bond or note issue, including seeking the approval of each series of general obligation bonds by the Attorney General of the State of Oklahoma.

(8) Rendering of bond counsel's customary final legal opinion on the validity of the securities and, with respect to the tax-exempt securities, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and the City acknowledge that the City and the Authority shall be represented by Ervin & Ervin, L.L.P., or any successor firm selected by the City (collectively, "City Attorney") for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with City Attorney to the extent requested by the City or City Attorney.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, the City or the Authority, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of the City or the Authority or any other party to the transaction in any litigation or other legal or administrative proceeding involving bond or note issuances or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, with respect to each bond or note issue, PFLG's services will not extend past the date of issuance of said bonds or note and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to said bonds or note, bond or note proceeds or the financed project after issuance of said bonds or note.

2. **Compensation and Reimbursements.**

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the City or the Authority, PFLG shall be paid pursuant to the following fee scales:

Base Fee, General Obligation or Revenue Bond/ Note Issue: 0.50 of 1% of the principal amount of the issues bond or note, subject to a minimum fee of $12,500, payable and contingent upon the closing of the transaction.

Base Fee, Tax Increment Financing Bond/Note Issue: 0.75 of 1% of the principal amount of the issues bond or note, subject to a minimum fee of $25,000, payable and contingent upon the closing of the transaction.

B. *Expenses.* PFLG shall also be paid a fixed amount of $2,000 per bond or note issuance to cover expenses and transcript production and distribution. Provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with the bonds or note issue shall be paid directly by the City or Authority, but if paid by PFLG on behalf of the City or Authority, shall be reimbursed to PFLG on demand.

C. *Payment.* Fees and expenses shall be payable by City or the Authority at the time of issuance of the respective bonds or note. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the bonds or note and shall be entirely contingent upon issuance of the bonds or note.

D. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by the City or the Authority, shall, at the option of the City, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by City, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. Upon termination, PFLG shall have no future duty of any kind to or with respect to any bond or note issuance or the City or the Authority.

3. **Nature of Engagement; Relationships With Other Parties.**

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the issuance of bonds or notes, PFLG will act as special counsel to the City or the Authority with respect to issuance of the bonds or note; i.e., PFLG will assist the City Attorney in representing City or the Authority but only with respect to validity of the bonds or note and the Financing Documents, and the tax status of interest on the bonds or note, in a manner not inconsistent with the role of bond counsel described above.

The City acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in a bond or note financing of the City or the Authority or a project financed by or that may be involved with or adverse to the City or the Authority in this or some other matter. PFLG agrees not to represent any such entity in connection with a bond or note financing of the City or the Authority, during the term of this Agreement, without the consent of the City and/or the Authority. Given the special, limited role of bond counsel described above, the City and the Authority acknowledge that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and the City and the Authority specifically consents to any and all such relationships.

4. <u>Limitation of Rights to Parties; Successor and Assigns</u>.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than City and PFLG any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of City and PFLG.

PFLG may not assign its obligations under this Agreement without written consent of the City except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG are transferred. The City may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the bonds or notes on behalf of the City (if not the City). The City shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG. All references to PFLG and the City in this Agreement shall be deemed to refer to any such successor of PFLG and to any such assignee of City and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

5. <u>Counterparts</u>.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

6. Notices.

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC
5657 North Classen, Suite 100
Oklahoma City, OK 73118
Attention: Allan A. Brooks, III

CITY:

City of McAlester
28 E. Washington
P.O. Box 578
McAlester, Oklahoma 74502
Attention: City Manager

[Remainder of Page
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The City and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: ______________________
Allan A. Brooks, III

CITY OF MCALESTER, OKLAHOMA

By: ______________________
Title: Mayor
Date: June 11, 2013

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FINANCIAL ADVISOR SERVICES AGREEMENT

THIS AGREEMENT is made between MUNICIPAL FINANCE SERVICES, INC., an Oklahoma corporation, hereinafter referred to as "Financial Advisor," and the CITY OF MCALESTER, OKLAHOMA, a municipal corporation, acting for and on behalf of the McAlester Public Works Authority, a public trust with the CITY OF MCALESTER as beneficiary, hereinafter referred to as "City."

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, Financial Advisor and City agree as follows:

Scope of Services. The purpose of this agreement is for the Financial Advisor to render financial consulting services to the Mayor, City Council and staff on certain financial matters, including, but not limited to:

i) Assistance in the development and implementation of a long-term Capital Improvement Financing Plan which will identify and evaluate various financing vehicles and revenue sources aimed at funding and completing as many projects as possible within the amount of funding made available. Such plan shall include a review of proposed projects and costs; an assessment of the use of existing capital improvement funds and the issuance of general obligation and/or revenue bonds/notes.

ii) Conduct financial analysis related to the development of said Capital Improvement Financing Plan, including, but not limited to, the assessment of ad valorem taxes, sales tax revenues and/or other revenues to repay certain forms of obligations based on various repayment terms and issuance schedules. Such analysis will also include a comprehensive assessment of any existing obligations outstanding.

iii) Preparation of a written report outlining the proposed Capital Improvement Financing Plan with specific recommendations and presentation of said plan at various public meetings as deemed appropriate by the City.

iv) Attendance at public meetings or hearings related to the Capital Improvement Financing Plan to explain any recommended actions and answer any questions by City officials or the general public.

v) Assistance in developing information for an election to be presented to voters related to the approval of the issuance of debt or levying of additional sales tax. Such assistance would include, but not be limited to, the preparation of brochures/pamphlets for distribution to the public; providing information to local media groups; presentations to local civic organizations and other assistance as directed by the City.

vi) Review and comment on all legal documents prepared by the City's Bond Counsel pertaining to the election process, including, but not limited to, resolution calling the election, ordinances related to any sales tax levy, proclamation and notice of election and other related documents.

vii) Upon passage of an election, if any, the Financial Advisor will coordinate the timing and issuance of any obligations to meet the funding requirements of the projects to be constructed with bond proceeds.

viii) For each series of bonds or obligations to be issued, if any, the Financial Advisor will perform certain tasks and responsibilities which will include, but not be limited to, the following:

a) Preparation of a written report containing a preliminary analysis of the transaction, including data on current market conditions, recent bond sales, projected interest rates and debt service requirements, tax assessment impacts and other pertinent data;

b) Preparation of a Preliminary and Final Official Statement consistent with guidelines adopted by the Municipal Securities Rulemaking Board (MSRB); Securities and Exchange Commission (SEC) and the Government Finance Officer's Association (GFOA). Such documents will be submitted in a timely manner to the City for review and approval prior to final printing and distribution;

c) If a competitive sale is held, prepare a Notice of Sale and Instructions to Bidders, providing information on the bidding procedures and the manner in which the bonds would be awarded to the successful bidder. Such document would be distributed to potential purchasers in a timely fashion to ensure adequate review and consideration prior to the actual sale date;

d) If a negotiated sale is held, provide assistance to the City in the selection and determination of the underwriter(s) and advise City officials regarding the rates and terms of the issue, including any fees or expenses to be paid to the underwriter(s);

e) Prepare and submit pertinent information to the rating agencies to obtain appropriate ratings on any obligations and respond to any questions. We would also advise the City in any discussions with such agencies as to the overall financial condition of the City, the proposed obligations and other matters typically reviewed by the rating agencies;

f) Prepare and submit pertinent information to the major municipal bond insurance companies to obtain commitments for bond insurance to be acquired either directly by the City or at the purchaser's option;

g) Advise the City as to the amount and timing of any obligations to take advantage of any rebate exceptions available to municipal issuers and the ability to issue "bank-qualified" obligations, if any;

h) Conduct the actual sale of bonds and advise the City as to the adequacy of the rates received and recommended the acceptance or rejection of any purchase contract;

i) Review and comment on all legal documents related to the issuance of the bonds, including, but not limited to, the Bond Indenture, Security Agreement, Arbitrage Certificate, resolutions and/or ordinances authorizing the issuance of the bonds and other related documents;

j) If general obligation bonds are issued, we would assist in the preparation and submission of the Transcript of Proceedings to the Oklahoma Attorney General to ensure such proceedings are submitted in a timely fashion;

k) Review and comment on all closing documents and provide instructions to the purchaser as to the payment and delivery of the obligations;

l) Prepare a written report after the sale containing a summary of the transaction, comparative sale data, an evaluation of market conditions and other pertinent data to enable the City to quantitatively assess the results of the sale;

m) Provide assistance to the City in developing an investment strategy for bond proceeds to maximize investment earnings consistent with applicable federal and state rules and regulations;

n) Assist in the selection of a qualified firm to conduct rebate calculations as necessary to meet applicable federal rules and regulations; and

o) Assist the City in complying with the submission of annual reports and financial information to comply with any Continuing Disclosure Agreement requirements in accordance with applicable federal rules and regulations.

ix) Assess and evaluate any refunding opportunities available to the City and advise City officials on any appropriate action as necessary.

x) Inform the City of any national or state legislation impacting tax-exempt or taxable financing by municipalities.

xi) Attend meetings of the City Council and the McAlester Public Works Authority as needed or upon request to keep abreast of the economic and administrative climate of the City.

xii) Assist the City in preparation for and appearance at any litigation resulting from the election or issuance of any bonds.

xiii) Remain fully accessible to any information requests or other related needs of the Mayor, City Council and staff.

Best Effort. Financial Advisor hereby agrees that it will, at all times, faithfully, industriously and to the best of its ability, experience and talent, perform all duties that may be required pursuant to the express and implicit terms hereof to the reasonable satisfaction of the City.

Term of Employment. This Agreement shall become effective as of the date shown below and shall continue in full force and effect through June 30, 2013, and shall be subject to annual renewal each successive fiscal year thereafter by the City unless terminated by the City as provided herein.

Compensation. **All fees and expenses would be on a contingency basis, payable only upon the actual closing of a bond/loan transaction**.

Base Fee, General Obligation/Revenue Bond/Note Issue:

Fee: 0.50 of 1% of the principal amount with a minimum fee of $12,500 payable and contingent upon the closing of the transaction.

Expenses: Reimbursement of verified, out-of-pocket expenses not to exceed $2,000 per each bond issue. Notice of Sale and Preliminary and Final Official Statement Printing would be additional expenses paid by the City. Rating Agency fees, Attorney General G.O. Bond examination fees and registrar-paying agent/trustee bank fees shall be paid by City.

Base Fee, Tax Increment Financing Bond Issue:

Fee: 0.75 of 1% of the principal amount with a minimum fee of $25,000 payable and contingent upon the closing of the transaction.

Expenses: Reimbursement of verified, out-of-pocket expenses not to exceed $2,000 per each bond issue. Notice of Sale and Preliminary and Final Official Statement Printing would be additional expenses paid by the City. Rating Agency fees, Attorney General G.O. Bond examination fees and registrar-paying agent/trustee fees shall be paid by City.

Payment of Fees and Expenses

Payment for services rendered are due and payable at the closing of an issue from proceeds of the issue or other funds of the City pursuant to submission of an invoice in proper form.

Other Costs

Other costs payable by the City which are not included in the above fee and expenses, include travel for rating meetings (if any), rating fees, credit enhancement costs, printing and distribution of official statements, bond counsel fees, paying agent or trustee bank fees, Attorney General GO bond examination fees, the cost of holding an election or other costs related thereto.

Other Provisions.

i) Termination. This Agreement may be terminated by the City at its discretion upon ten (10) days written notice to the Financial Advisor.

ii) No Assignment Without Consent. This Agreement shall be binding on and shall inure to the benefit of the respective successors and assigns of Financial Advisor and City, but no assignment of this Agreement or any payments provided to be made hereunder shall be effective without prior written consent from the City.

iii) Disclosure. The City acknowledges receipt of the Financial Advisor's "Form ADV, Part 2A and Part 2B" at least forty-eight (48) hours prior to consideration and execution of this Agreement.

iv) Contact Persons. For purposes of administering this Agreement, the following persons are hereby designated as contact persons for the respective parties:

Financial Advisor:	Rick A. Smith, President (405/340-1727)
City:	Peter Stasiak, City Manager (918/423-9300 extension 4964)

v) Other Consulting Services. The Financial Advisor agrees to perform such other consulting services outside the scope of services described herein, if any, as requested and directed by the City. Such services shall be covered by a separate contract or agreement subject to the review and approval by the Mayor and City Council.

THIS AGREEMENT WAS DULY CONSIDERED AND APPROVED BY THE MAYOR AND CITY COUNCIL AT A PUBLIC MEETING CALLED AND HELD ON THE DATE SHOWN HEREINBELOW IN FULL COMPLIANCE WITH THE OKLAHOMA OPEN MEETING LAW.

DATED THIS 26th **DAY OF** June**, 2012.**

CITY OF MCALESTER CORPORATE SEAL OKLAHOMA

(SEAL)

ATTEST:

Cora Middleton

City Clerk

CITY OF MCALESTER, OKLAHOMA

Steve Harrison

Mayor

MUNICIPAL FINANCE SERVICES, INC.

Rick A. Smith

President

McAlester City Council

AGENDA REPORT

Meeting Date:	July 8, 2014	**Item Number:**	1
Department:	Community & Economic Development		
Prepared By:	Leroy D. Alsup	**Account Code:**	
Date Prepared:	July 1, 2014	**Budgeted Amount:**	
		Exhibits:	Three (3)

Subject

Consideration and action to accept a 2014 OSMPC Incentive Fund Award in the amount of $216,000 from the Oklahoma Strategic Military Planning Commission and to authorize the execution and submittal of Invoice No. 20140708-001 to the Oklahoma Department of Commerce to draw down the $216,000 of Funds.

Recommendation

Motion to approve and accept a 2014 OSMPC Incentive Fund Award in the amount of $216,000 from the Oklahoma Strategic Military Planning Commission and to authorize the execution and submittal of Invoice No. 20140708-001 to the Oklahoma Department of Commerce to draw down the $216,000 of Funds.

Discussion

- **Section 5402 - Purpose of Oklahoma Strategic Military Planning Commission**
  74 O.S. § 5402 (OSCN 2013)
  A. The purpose of the Oklahoma Strategic Military Planning Commission shall be to analyze state policies affecting military facilities currently in use by the United States Department of Defense and the Oklahoma Army and Air National Guard located within the state and such infrastructure as may support or be affected by these Department of Defense or National Guard facilities or any activity therein. Provided further that the Commission may assist financially with projects designed to enhance the operation, security, or support of such facilities and associated activities, pursuant to the provisions of Section 5403 of this title. The Commission shall also examine methods for improving the private sector market value or potential for such military facilities.

- **Section 5403 - Oklahoma Strategic Military Planning Commission Incentive Fund**
  74 O.S. § 5403 (OSCN 2013)
  A. The Legislature finds that the five military installations in this state, Tinker Air Force Base, Vance Air Force Base, Altus Air Force Base, Fort Sill Army Post and the McAlester Army Ammunition Plant, are vital to the economic health of Oklahoma businesses and communities and an integral and important part of the state economy. It is therefore in the state interest that these installations not only be retained but if possible, be expanded from their current substantial workforces.

  B. There is hereby established a fund within the State Treasury for the Department of Commerce to be known as the "Oklahoma Strategic Military Planning Commission Incentive Fund". The fund shall consist of all monies deposited into the fund by law. The fund shall be a continuing fund not subject to fiscal year limitations. Monies in the fund shall be distributed by the Department to voluntary associations of Oklahoma local governmental jurisdictions or other legal entities which perform functions for the benefit of or which exist for the primary benefit of Oklahoma local governmental entities, for distribution to eligible local governments, as approved by the Oklahoma Strategic Military Planning Commission.

► **2014 OSMPC Incentive Fund Award granted to the City of McAlester.**

On June 19, 2014 the Oklahoma Strategic Military Planning Commission (OSMPC) approved an Incentive Fund Award in the amount of $216,000 to the City of McAlester as follows:

• 2013 OSMPC Award	$216,000
• Local Match (10%)	$ 21,600[1]
Total 2013 Project	$237,600

[1]To the degree possible, the City of McAlester plans to utilize staff man-hours and in-kind services to provide the required local match in lieu of cash funds.

This project will fund various expenses related to the acquisition of land adjacent to the McAlester Army Ammunition Plant (McAAP). The project is inclusive of but not limited to the planning, infrastructure upgrade and acquisition of land adjacent to the facility to broaden McAlester's ability to work with defense contractors interested in relocating operations to Oklahoma. McAAP wants to continue to be a leader in the Army's public/private partnerships. This project will be managed by the City of McAlester's Economic Development Office.

Attachments/Exhibits:

- 2014 Incentive Fund Award Application submitted to the OSMPC.
- Invoice 20140708-001 to be submitted to the Oklahoma Department of Commerce in the amount of $216,000.
- Background Information on McAlester Defense Support Association (MDSA)/ City of McAlester Strategies & Objectives.

Approved By

		Initial	Date
Department Head	L. Alsup		07/01/2014
City Manager	P. Stasiak	PJS	07/01/2014

City of McAlester

Community and Economic Development Department

P.O. BOX 578 ▪ 1ST & WASHINGTON ▪ McALESTER, OK 74502 ▪
918-423-9300 ▪ FAX 918-421-4970

INVOICE

20140708-001

DATE: JULY 8, 2014

TO:
Oklahoma Department of Commerce
Accounts Payable
900 N. Stiles Avenue
Oklahoma City, OK

FOR:
2014 Oklahoma Strategic Military Planning Commission Incentive Fund Award to the City of McAlester- $216,000.00

DESCRIPTION	AMOUNT
2014 Oklahoma Strategic Military Planning Commission Incentive Fund Award This project will fund various expenses related to the acquisition of land adjacent to the McAlester Army Ammunition Plant (McAAP). The project is inclusive of but not limited to the planning, infrastructure upgrade and acquisition of land adjacent to the facility to broaden McAlester's ability to work with defense contractors interested in relocating operations to Oklahoma. McAAP wants to continue to be a leader in the Army's public /private partnerships. This project will be managed by the City of McAlester's Economic Development Office. Department of Commerce Agency Contact: Donald R. Hackler, Jr. 405-815-5359 don_hackler@okcommerce.gov City of McAlester Agency Contact: Pete Stasiak, City Manager 918-423-9300 ext 4964 peter.stasiak@cityofmcalester.com	$216,000.00
BALANCE DUE	**$216,000.00**

Please remit payment to: City of McAlester, PO Box 578, McAlester, OK 74502 **Attention: Community & Economic Development Department.**

Payment is due within 30 days.

If you have any questions concerning this invoice, contact Leroy D. Alsup at 918/423-9300 ext. 4951.

Authorized Signature

Peter Stasiak, City Manager

OKLAHOMA STRATEGIC MILITARY PLANNING COMMISSION
LOCAL ASSESSMENT INCENTIVE GRANT APPLICATION FORM

1. Name of Applicant:

McAlester Defense Support Association/City of McAlester

2. Description of Applicant (Check One):

__X__Municipal Government
______County Government
______Sub-state Planning District
______Public Trust Whose Beneficiary is Municipality, County or State
(Attach Trust Document Showing Beneficiary)
______Voluntary Association of any of the Above Entities
______Other (Please Attach Description)

3. Applicant Contact Person:

Name:	Leroy D. Alsup
Address:	P.O. Box 578 McAlester, OK 74502
Telephone:	(918) 423-9300 ext. 4951
Fax:	(918) 421-4970
E-mail:	leroy.alsup@cityofmcalester.com

4. Statement that closure or realignment of one of Oklahoma's military installations would adversely affect Applicant's community of interest:

[1]McAlester Army Ammunition Plant (McAAP) employed 1,758 military personnel, federal civilians and contractors in FY 2010, which created an additional 1,493 jobs for a total employment impact of 3,251 jobs in Oklahoma's economy. Average wages for the federal civilians, contractors and military personnel at McAAP equaled $53,200, which was more than 80% greater than the $29,300 average wage in the region's economy. McAAP contributed $203.8 million to the state's economy in FY 2010.

[1]Source- 2011 Oklahoma's Five Military Installations: An Economic Impact Report prepared by the Oklahoma Department of Commerce and Oklahoma 21st Century Foundation, a Research Foundation Affiliate of the State Chamber.

5. Working in partnership, the City of McAlester and the McAlester Defense Support Association (MDSA) will utilize the requested OSMPC Incentive Funds for various expenses related to the acquisition of land adjacent to the McAlester Army Ammunition Plant (McAAP). The project is inclusive of but not limited to the planning, infrastructure upgrade and acquisition of land adjacent to the facility to broaden McAlester's ability to work with defense contractors interested in relocating operations to Oklahoma. McAAP wants to continue to be a leader in the Army's public/private partnerships. This project

will be administered and managed by the City of McAlester's Economic Development Office.

6. Governing Board Approval:

The MDSA Executive Committee and Planning Committee indicated their support during their June 18, 2014 Meeting. The McAlester City Council subsequently voted to accept the 2014 OSMPC Incentive Fund Award in the amount of $216,000 at their July 8, 2014 Council Meeting.

7. Specific source and amount of funds for local match. (At least 10 percent of total project): Total project cost: $237,000 (estimated)

2014 OSMPC Incentive Fund Award	$216,000
City of McAlester (10% Match)	21,600[1]
Anticipated 2015 OSMPC Incentive Fund Award	204,750
City of McAlester (10% Match)	20,475[1]
Total	$462,825

[1]To the degree possible, the City of McAlester plans to utilize staff man-hours and in-kind services to provide the required local match in lieu of cash funds.

8. If applicant is a voluntary association, please attach evidence of eligibility. N/A

9. Amount Requested: $216,000

I certify that the information contained in this application is true and correct according to my best information and belief.

____
Signature

Peter Stasiak, City Manager
Name, Title

July 8, 2014
Date

DRAFT

McAlester Defense Sector Economic Development Strategy
(The Defense Sector is major component of our local economy)
July 8, 2014 Working Draft

- ► Working Partnership Effort
  - McAAP- McAlester Army Ammunition Plant
  - Choctaw Nation & Choctaw Defense
  - MDSA- McAlester Defense Support Association
  - City of McAlester

- ► General mission of annual Stampede Event in Washington, D.C.
  - To stay abreast of pending federal legislation & budgeting issues
  - To stay abreast of future military/defense sector strategies & planning
  - To act as an advocate to support decisions favorable to our local defense sector facilities

- ► FY2015 MDSA Stampede Event
  - Develop specific goals & objectives for 2015 Stampede

- ► 2013 OSMPC (Oklahoma Strategic Military Planning Commission) Incentive Fund Award ($260,000 OSMPC Award/ $26,000 Local Match: $286,000 Total)
  Status: In the process of preparing a Request for Proposal Document for Distribution to Consultants
  - Study/assessment and a comprehensive plan to position ourselves for future rounds of BRAC; potential reductions in the Defense funding/personnel; and general long term planning for the retention and expansion of McAAP and Choctaw Defense Operations
  - Primary Goals & Objectives
    - Retention of existing missions & contracts at both McAAP & Choctaw Defense
    - Identification of Base Facility Modernization Projects
    - Preplanning for anticipated 2017 BRAC (Defense Base Closure and Realignment Commission)
      - Analysis of 2005 BRAC Study- review McAAP scores on evaluation criteria and explore opportunities to enhance scores
      - Effort to identify evaluation factors for anticipated 2017 BRAC; evaluate how McAAP will score on any new evaluation factors; and explore opportunities to enhance scores
    - Develop strategy to make sure that McAAP has the technology, skilled workforce, & facilities to produce future generation munitions as technology changes
    - Identification of military missions at other installations that might be relocated in the future that could be housed at McAAP either in full or select portions thereof; develop a politically savvy strategy to obtain those missions for McAlester
    - Develop a strategy to assist McAAP in capturing additional subcontract opportunities from Private Defense Contractors- Raytheon, Textron, General Dynamics, Boeing, etc.
    - Develop a strategy to recruit Private Defense Contractors currently utilizing McAAP services to locate their own production facilities in the McAlester Area
    - Develop a strategy to assist & encourage Choctaw Defense to pursue additional defense & related private sector contracts to expand their McAlester operations
    - Prepare a SWOT Analysis (Strengths/Weaknesses/Opportunities/Threats) of the community and McAAP abilities to achieve the desired retention and expansion desired.

- ► 2014 OSMPC Incentive Fund Award $216,000 ($21,600 Local Match: Total $237,600)
  2015 OSMPC Incentive Fund Award $204,750 ($20,475 Local Match: Total $225,225)
  - Explore the option of developing a Defense/ Homeland Defense Sector Industrial Park adjacent to McAAP

The City of McAlester and the McAlester Defense Support Association (MDSA) working jointly, are in the process of planning a defense oriented business park in proximity to the McAlester Army Ammunition Plant (McAAP). This park would also have the potential of serving companies in the homeland security sector, which would broaden the potential of this cluster and lead to additional diversification of the regional economy.

- ► Develop collaborative Task Force to address workforce availability issues
  - Short-term strategy to address immediate workforce needs
  - Long-term strategy to address projected future workforce demands

- ► Identify opportunities to utilize the Department of Commerce's Quality Jobs Program Incentive Program to benefit McAAP improvements

McAlester City Council

AGENDA REPORT

Meeting Date:	July 8, 2014	**Item Number:**	2
Department:	Community Services		
Prepared By:	Mel Priddy	**Account Code:**	
Date Prepared:	June 30, 2014	**Budgeted Amount:**	
		Exhibits:	1

Subject

Consider and act upon amending rule no.7, chapter 10, article 1.

Recommendation

Motion to approve amending rule no.7, chapter 10, article 1.

Discussion

The Rules committee of the Dog Park Committee revisited the Dog Park rules and have decided that it would be in the best interest of the Dog Park to change rule no.7 to read "All dogs entering the Dog Park must be spayed or neutered".

Approved By

		Initial	*Date*
Department Head		MWP	6/30/14
City Manager	P. Stasiak		7/01/14

ORDINANCE NO. __

AN ORDINANCE AMENDING CHAPTER 10, ARTICLE 1; IN GENERAL, SECTION 21 (b) (7); ENTITLED DOG PARK; ESTABLISHING RULES; AND DECLARING AN EMERGENCY.

****

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

SECTION 1: Chapter 10, Animals; Article 1; Section 21, (b) 7, is hereby amended as follows:

Sec. 10-21, (b), Rules:

7. ~~No female dogs in heat are allowed in the park. We encourage you to spay or neuter your dog.~~
   All dogs must be spayed or neutered.

SECTION 2: Emergency Clause. That an emergency is hereby declared to exist, and for the preservation 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 _8th_ day of July, 2014.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By: ______________________________
Steve Harrison, Mayor

ATTEST:

____
Cora Middleton, City Clerk

Approved as to form and legality this _8th_, day of June, 2014.

By: ______________________________
William J. Ervin, City Attorney

McAlester City Council

AGENDA REPORT

Meeting Date:	July 8, 2014	**Item Number:**	3
Department:	Expo		
Prepared By:	Jerry Lynn Wilson	**Account Code:**	
Date Prepared:	July 1, 2014	**Budgeted Amount:**	
		Exhibits:	2

Subject

Consider, and act upon, a request by Eastern Oklahoma State College to partner with them for the rental fee for the use of the Expo Center on October 1-2, 2014 for the annual Career and College Tour.

Recommendation

Consider approving this partnership request in the amount of $2,000.00.

Discussion

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

Approved By

		Initial	*Date*
Department Head		JLW	7/1/14
City Manager	P. Stasiak	PJS	7/1/14

City of McAlester

RE: Southeast Expo Center

I am writing to request a partnership for the use of the Southeast Expo Center on October 1st for set-up and October 2nd for the 7th Annual Career and College Tour. We are requesting the use of room 101/103, the Mezzanine and Expo Hall. As you are aware, this annual event has been held at the Expo Center for the past 6 years.

The Career and College Tour takes a hands-on approach to exposing our youth to opportunities as they start planning their futures and preparing for life after high school. The event brings members of business, industry, institutional and professional communities together to present interactive exhibits for area students.

The group has worked diligently over the years to grow and build a program specifically designed for eighth grade students. The career fair started to help bridge the career connection between schools and the workplace. Over the years, **the number of students involved has grown to over 1,200!** In addition, business exhibitors now include over 100 partners from across the state. Business, industry, and education see the true value in the program.

With budgetary cutbacks, events like the Career & College Tour are becoming much harder to sustain. The monetary cost of the event has grown to almost $20,000 annually; however, the lifelong skills students receive continue to make it a valuable investment for the community. With the number of students we reach, I know you will understand the worth and timeliness of supporting the cause.

Thank you for your consideration of this matter. If you need any further information, please do not hesitate to contact me.

Dr. Janet Wansick
Associate Vice President for Academic Affairs
Eastern Oklahoma State College
(918) 302- 3617
jwansick@eosc.edu

City of McAlester

"Southeast EXPO Center"
4500 W. Highway 270
McAlester, OK 74502

Phone **918/420-3976**
Fax **918/423-1092**

Partnership Request

Date of Request: July 1, 2014

Name: Anne Brooks

Organization: Eastern Oklahoma State College

McAlester, OK 74501

Phone #: 918/302-3603

****

Date of Event: **October 2nd, 2014 and set up day of October 1st, 2014**

Description of Event: **Annual Career and College Tour**

Description & Rate of Scheduled Room: **Entire Building -2 days** **$2,000.00**

TOTAL OF REQUEST $2,000.00

APPROVED PARTNERSHIPS

2014/15 APPROVED PARTNERSHIP BUDGET AMOUNT: **$15,000.00**

APPROVED PARTNERSHIP TOTAL AMOUNT FOR 2014/15 BUDGET YEAR TO DATE: **$-0-**

Approved Groups	Requested Date	Event Date/s	Amount

McAlester City Council

AGENDA REPORT

Meeting Date:	July 8, 2014	**Item Number:**	4
Department:	Finance		
Prepared By:	Toni Ervin	**Account Code:**	
Date Prepared:	July 1, 2014	**Budgeted Amount:**	
		Exhibits:	1

Subject

Consider, and act upon, amending Solid Waste ordinance, Sec. 106-327 to reflect the 1.72% increase from Allied in the commercial rates listed.

Recommendation

Motion to approve the amending ordinance.

Discussion

Attached the corrected letter from Allied Waste, Republic Services with rate increase.

Approved By

		Initial	*Date*
Department Head		T. Ervin	7/1/2014
City Manager	P. Stasiak	PS	7/1/2014

ORDINANCE NO. _______

AN ORDINANCE AMENDING CHAPTER 106, UTILITIES, ARTICLE IV. DIVISION 2. MUNICIPAL COLLECTION SERVICE, SECTION 106-327 (b), CHARGES FOR REMOVAL OF PERMISSIBLE SOLID WASTE; AND DECLARING AN EMERGENCY.

****

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

SECTION 1: CHAPTER 106, UTILITIES, OF THE CODE OF ORDINANCE CITY OF MCALESTER, OKLAHOMA, IS HEREBY AMENDED TO READ AS FOLLOWS:

DIVISION 2. MUNICIPAL COLLECTION SERVICE

Chapter 106, Utilities, Article IV., Solid Waste, Division 2, Municipal Collection Service, Section 106-327 (b), Charges for Removal of Permissible Solid Waste:

Sec. 106-327. Charges for removal of permissible solid waste.

(b) Business establishments, industrial concerns and schools shall be charged on the basis of the schedule of minimum fees.

Polycart	1 pickup/week	~~24.60~~	25.02	/Month
2-yard dumpster	1 pickups/week	~~40.66~~	41.36	/Month
2-yard dumpster	2 pickups/week	~~76.19~~	77.50	/Month
2-yard dumpster	3 pickups/week	~~111.73~~	113.65	/Month
2-yard dumpster	4 pickups/week	~~147.26~~	149.79	/Month
2-yard dumpster	5 pickups/week	~~182.79~~	185.93	/Month
2-yard dumpster	6 pickup/week	~~218.33~~	222.08	/Month
2-yard dumpster	7 pickups/week	~~253.86~~	258.23	/Month
4-yard dumpster	1 pickups/week	~~76.19~~	77.50	/Month
4-yard dumpster	2 pickups/week	~~147.26~~	149.79	/Month
4-yard dumpster	3 pickups/week	~~218.33~~	222.08	/Month
4-yard dumpster	4 pickups/week	~~289.39~~	294.37	/Month
4-yard dumpster	5 pickups/week	~~360.45~~	366.65	/Month
4-yard dumpster	6 pickups/week	~~431.53~~	438.95	/Month
4-yard dumpster	7 pickups/week	~~502.59~~	511.23	/Month
6-yard dumpster	1 pickups/week	~~111.73~~	113.65	/Month
6-yard dumpster	2 pickups/week	~~218.33~~	222.08	/Month
6-yard dumpster	3 pickups/week	~~324.93~~	330.52	/Month
6-yard dumpster	4 pickups/week	~~431.53~~	438.95	/Month

6-yard dumpster	5 pickups/week	~~538.13~~	547.38	/Month
6-yard dumpster	6 pickups/week	~~644.73~~	655.82	/Month
6-yard dumpster	7 pickups/week	~~751.31~~	764.23	/Month
8-yard dumpster	1 pickups/week	~~172.50~~	175.47	/Month
8-yard dumpster	2 pickups/week	~~289.39~~	294.37	/Month
8-yard dumpster	3 pickups/week	~~431.53~~	438.95	/Month
8-yard dumpster	4 pickups/week	~~573.65~~	583.51	/Month
8-yard dumpster	5 pickups/week	~~715.79~~	728.10	/Month
8-yard dumpster	6 pickups/week	~~857.91~~	872.66	/Month
8-yard dumpster	7 pickups/week	~~1000.05~~	1017.25	/Month

SECTION 2: EMERGENCY CLAUSE.

That an emergency is hereby declared to exist for the preservation of the public peace, health and safety by reason whereof it is necessary that this Act take effect immediately and be in full force and effect from and after its passage and approval.

PASSED and the EMERGENCY CLAUSE ruled on separately this ___ day of ________________________2014.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

SEAL)

By ______________________________
Mayor

ATTEST:

____
Cora Middleton, City Clerk

Approved as to form and legality this _________day of __________________, 2014.

By ________________________
Joe Ervin, City Attorney

REPUBLIC SERVICES, INC.

June 26, 2014

Mr. Peter Stasiak
28 E. Washington
P.O. Box 578
McAlester, OK 74502

Dear Mr. Stasiak,

On behalf of Allied Waste/Republic Services, I would like to thank you for the opportunity of managing the City of McAlester's municipal solid waste needs. We take pride in the quality of service that we offer to our valued customers.

Per page 10 of the current agreement, Section 5.03.01 **Effective July 1, 2014**, the new service rate is calculated using the CPI for Urban Wage Earners and Clerical Workers "All Items Index" Midwest Region, Size Class D (< 50,000) which as of April 2014 equals 1.71% (x 90%) and the U.S City Average, Other Motor Fuels as of April 2013 was .1% (x 10%). New rates effective July 1, 2014 are reflected on page 2 of this letter.

Information collected from www.bls.gov

CPI-U All Items Index Midwest, Size D

$\frac{223.141-218.915}{218.915}$ = 1.9 x .9= 1.71%

CPI-U U.S. City Average, Other Motor Fuels

.1 x .1= .01

Total Adjustment 1.71 + .01= 1.72%

This adjustment of **1.72%** will be added to all Residential and Commercial accounts billed through the city. Please make any necessary changes in your billing system to account for this rate change. These changes will be reflected on the July invoice which will be received by the city in August 2014.

We appreciate the relationship we share with the community and will continue to provide services that exceed your expectations.

Best regards,

Joey Dunlap

Joey Dunlap
Municipal Services Manager
Republic Services/Allied Waste
Phone: 918-704-6266
Email: jdunlap@republicservices.com

New Rates Effective July 1, 2014
McAlester, Ok

COMMERCIAL					
Collection Rates	1X per week	2X per week	3X per week	4X per week	5X per week
2 CY Container	$32.87	$65.74	$98.61	$131.48	$164.36
4 CY Container	$65.74	$131.48	$197.24	$262.98	$328.72
6 CY Container	$98.61	$197.24	$295.84	$394.46	$493.08
8 CY Container	$131.48	$262.98	$394.46	$525.95	$657.44
95 Gal Comm Cart	$16.27				

RESIDENTIAL	
Service	1 x week
Residential Cart	$9.69
(includes handicap houseside svc)	
Second cart	Free
Third cart	$3.26

McAlester City Council
AGENDA REPORT

Meeting Date:	July 8, 2014	**Item Number:**	5
Department:	Council/Legal		
Prepared By:	Councilman Travis Read	**Account Code:**	N/A
Date Prepared:	June 16, 2014	**Budgeted Amount:**	N/A
		Exhibits:	1

Subject

CONSIDER AND ACT TO ADOPT AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING CHAPTER 46, ENVIRONMENT, ARTICLE II, NUISANCES, ADDING DEFINITIONS, TO THE CITY OF MCALESTER CODE OF ORDINANCES; ADDING SECTION 46-33, DECLARATION OF SYNTHETIC CANNABINOIDS AND INCENSE AS A PUBLIC NUISANCE; ADDING SECTION 46-32, POSSESSION, USE, SALE OR DISPLAY OF SYNTHETIC CANNABINOIDS AND INCENSE; BY ADDING SECTION 46-34, ENFORCEMENT; ADDING SECTION 46-35, PENALTY FOR VIOLATION BY ADDING SECTION 46-36; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND FURTHER DECLARING AN EMERGENCY.

Recommendation

Staff Recommends adoption of the Ordinance prohibiting the sale of herbal incense, and declaring an emergency.

Discussion

Attached is a proposed ordinance, which was posted according to the provisions of the McAlester City Charter.

Approved By

		Initial	*Date*
Department Head	W. Ervin	WJE	06/16/2014
City Manager	P. Stasiak	PJS	07/01/2014

ORDINANCE NO. ________

A NEW ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING CHAPTER 46, ENVIRONMENT, ARTICLE II, NUISANCES, ADDING DEFINITIONS, TO THE CITY OF MCALESTER CODE OF ORDINANCES; ADDING SECTION 46-33, DECLARATION OF SYNTHETIC CANNABINOIDS AND INCENSE AS A PUBLIC NUISANCE; ADDING SECTION 46-32, POSSESSION, USE, SALE OR DISPLAY OF SYNTHETIC CANNABINOIDS AND INCENSE; BY ADDING SECTION 46-34, ENFORCEMENT; ADDING SECTION 46-35, PENALTY FOR VIOLATION BY ADDING SECTION 46-36; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND FURTHER DECLARING AN EMERGENCY.

WHEREAS, the City of McAlester finds that a wide variety of herbal mixtures have been created to mimic the intoxicating effects of illegal cannabinoids, such as Marijuana; and

WHEREAS, the City of McAlester finds that the Drug Enforcement Administration ("DEA") recognizes that synthetic cannabinoids constitute an immediate hazard to public safety (Source: http://www.justice.gov/dea/druginfo/drug_data_sheets/K2_Spice.pdf); and

WHEREAS, the City of McAlester finds that Synthetic cannabinoids are often sold in legal retail outlets as "herbal incense" and labeled "not for human consumption" to mask their intended purpose and avoid FDA regulatory oversight of the manufacturing process; and

WHEREAS, the City of McAlester finds that these herbal incenses consist of plant material that have been applied with substances (Synthetic Cannabinoids) that users claim mimics the intoxicating effects of tetrahydrocannabinol (THC), the primary psychoactive active ingredient in marijuana, and further that such incenses are marketed toward young people as a "legal" high (Source: http://www.whitehouse.gov/ondcp/ondcp-fact-sheets/synthetic-drugsk2-spice-bath-salts); and

WHEREAS, the City of McAlester finds that Synthetic cannabinoids in herbal incense products were first detected in the United States in November 2008, by the DEA forensic laboratory. These products were first encountered by U.S. Customs and Border Protection (Source: http://www.miamidade.gov/district11/library/12-07-05-threat-synthetic-drugs.pdf); and

WHEREAS, the City of McAlester finds that according to U.S. Customs and Border Protection, a number of herbal incense and bath salts products appear to originate overseas and are manufactured in the absence of quality controls and devoid of governmental regulatory oversight (Source:http://www.whitehouse.gov/sites/default/files/page/files/synthetic_drugs_ fact _sheet_455_2_15_12.pdf); and

WHEREAS, the City of McAlester finds that the large profits from sales, plus the fact that these chemicals can be easily synthesized to stay one step ahead of control, indicate there is no incentive to discontinue retail distribution of synthetic cannabinoid products under the current statutory and regulatory scheme (Source: http://www.whitehouse.gov/ondcp/ondcp-factsheets/ synthetic-drugs-k2-spice-bath-salts); and

WHEREAS, the City of McAlester finds that White House Drug Policy Director Gil Kerlikowske said "until the risks associated with ingesting these products and chemicals can be studied and understood, there is no place for them on the shelves of any legitimate business." (Source: http://www.cnn.com/2010/US/11/24/fake.pot.ban/index.html); and

WHEREAS, the City of McAlester finds that the National Institute on Drug Abuse has stated: [S]pice products are popular among young people; of the illicit drugs most used by high-school seniors, they are second only to marijuana. (They are more popular among boys than girls — in 2012, nearly twice as many male 12th graders reported past-year use of synthetic marijuana as females in the same age group.) Easy access and the misperception that Spice products are "natural" and therefore harmless have likely contributed to their popularity. Another selling point is that the chemicals used in Spice are not easily detected in standard drug tests." (Source: National Institute on Drug Abusehttp://www.drugabuse.gov/publications/drugfacts/spice-synthetic-marijuana); and

WHEREAS, the City of McAlester finds that the DEA has discovered that numerous products marketed under the guise of being "herbal incense" are distributed in a way that poses dangerous consequences to the consumer (Source: https://www.federalregister.gov/articles/2012/03/01/2012-4982/schedules-of-controlledsubstances-placement-of-five-synthetic-cannabinoids-into-schedule-i); and

WHEREAS, the City of McAlester finds that in 2010, the American Association of Poison Control Centers ("AAPCC") received 2,906 calls relating to exposures to synthetic marijuana (Source: https://aapcc.s3.amazonaws.com/files/library/Synthetic_Marijuana_Data_for_Website_3.31.2013.pdf); and

WHEREAS, the City of McAlester finds that in 2011, the AAPCC received 6,959 calls relating to exposures to synthetic marijuana (Source:https://aapcc.s3.amazonaws.com/files/library/Synthetic_Marijuana_Data_for_Website_3.31.2013.pdf); and

WHEREAS, the University of Michigan Institute for Social Research in Monitoring the Future, National Results on Adolescent Drug Use, Overview of Key Findings 2011 found that 11.4% of high school seniors indicated use of synthetic marijuana (Source: O'Malley PM, Bachman JG, Schulenberg JE. Ann Arbor, MI: Institute for Social Research, The University of Michigan; 2012. Monitoring the Future National Results on Adolescent Drug Use: Overview of Key Findings, 2011.); and

WHEREAS, Clemson University Professor John Huffman, is credited with first synthesizing some of the cannabinoids, such as JWH-018, which is now used in herbal incense substances. The effects of JWH-018 can be 10 times stronger than those of THC. Dr. Huffman is quoted as saying, "These things are dangerous—anybody who uses them is playing Russian roulette. They have profound psychological effects. We never intended them for human consumption." (Source: David Zucchino, "Scientist's Research Produces a Dangerous High," Los Angeles Times, September 28, 2011, http://www.latimes.com/news/nationworld/nation/lana-killer-weed-20110928,0,2646834.story?page=1.); and

WHEREAS, the City Council of the City of McAlester, Oklahoma has been provided with information and testimony from competent law enforcement officials of the growing presence of a new and potentially dangerous substance affecting the public health, safety and welfare of the citizens of the City of McAlester; and

WHEREAS, in response to warnings, the City Council has secured information indicating that this threat is presented in the form of retail products sold or distributed as a mixture of dried vegetation that when covered or mixed with certain specific chemicals, produces the physiological and psychological effects of a controlled substance such as marijuana or other mind altering substances; and

WHEREAS, the City of McAlester finds that such substances have been reported to cause serious side effects dangerous to the health and safety of individuals; and

WHEREAS, the substances identified above are considered to be generally described as synthetic compounds distributed, sold and marketed under such names as "Diablo", "Voo Doo", "Hydro", "Mean Green", "Pure Evil 100%", "7h", "Mr. Marley", "Ganja", "777", "Quintessential", and "Funky Green Stuff" with ingredients including but not limited to Damiana, Mugwort, Lions Tail, Blue Lotus, Red Clover, Scullcap, Siberian Motherwort, Almond, Molasses, Honey and Vanilla and chemical compounds including but not limited to (1) Naphthoylindoles (2) Naphthylmethylindoles (3) Naphthoylpyrroles (4) Naphthylmethylindenes (5) Phenylacetylindoles (6) Cyclohexylphenols (7) Benzoylindoles.; and

WHEREAS, certain variants of synthetic cannabinoids are regulated by the State but the substances currently being sold in the City of McAlester above have not yet been designated as controlled substances under the laws of the State of Oklahoma or under the laws of the United States; and

WHEREAS, the City of McAlester finds that the substances described above may be marketed as incense but are commonly being used as an alternative to marijuana which is an identified and documented controlled substance, the sale and use of which is prohibited under the laws of the State of Oklahoma and the United States; and

WHEREAS, the City of McAlester finds that the substances identified above manifest all of the demonstrated attributes of substances that deprive individuals of judgment, coordination and the ability to conduct themselves in a safe and appropriate manner in modern society; and

WHEREAS, the City of McAlester finds that the risk posed by these substances creates a danger to the public health and safety that must be immediately addressed by the adoption of a local ordinance to protect the interests of the citizens of McAlester, Oklahoma; and

WHEREAS, as provided in 50 OKLA. STAT. § 16, the city is empowered to determine what is and what shall constitute a nuisance within its corporate limits and, for the protection of the public health, the public parks and the public water supply, outside of its corporate limits. Whenever it is practical to do so, the city has the power summarily to abate any such nuisance after notice to the owner and an opportunity for him to be heard, if this can be done; and

WHEREAS, the City Council of the City of McAlester, Oklahoma deems it to be in the best interests of the citizens and residents of the City to prohibit the sale of synthetic cannabinoids, and related substances including but not limited to Loose leaf incense, herbal incense and granular incense; therefore

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

Section 1. That Section 46-32, Synthetic Intoxicants, Section 46-33, Definitions, is hereby created and added to Chapter 46, Environment, of the City of McAlester Code of Ordinances as follows:

Section 46-33. Definitions. As used in this Chapter the following terms shall be defined as follows:

1) "Incense" shall mean any loose leaf incense, herbal incense, granular incense or aromatic plant material containing any chemical compound, synthetic or natural, which imitates the effects of any controlled substance in granular, loose leaf or powder form which may be used or converted into a form intended for introduction into the human body.

2) "Synthetic Cannabinoids" shall mean, unless specifically excepted or unless listed in State Statute, any material, compound, mixture, or preparation that contains any quantity of a synthetic cannabinoid found to be in any of the following chemical groups or any of those groups which contain any synthetic cannabinoid salts, isomers, or salts of isomers, whenever the existence of such salts, isomers, or salts of isomers is possible within the specific chemical groups:

(a) Naphthoylindoles: any compound containing a 3-(1-naphthoyl) indole structure with or without substitution at the nitrogen atom of the indole ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, (N-methylpiperidin-2-yl) methyl, cyanoalkyl, (N-methylpyrrolidin-2-yl)methyl, (tetrahydropyran-4-yl)methyl, ((N-methyl)-3 morpholinyl)methyl, or 2-(4-morpholinyl)ethyl group, whether or not further substituted on the indole ring to any extent or whether or not substituted on the naphthyl group to any extent. Naphthoylindoles include, but are not limited to, 1-[2-(4-morpholinyl) ethyl]-3-(1-naphthoyl) indole (JWH-200); 1-(5-fluoropentyl)-3-(1-naphthoyl) indole (AM2201), 1-pentyl-3-(1- naphthoyl) indole (JWH-018), and 1-butyl-3-(1-naphthoyl) indole (JWH-073).

(b) Naphthylmethylindoles: any compound containing a 1H-indol-3-yl-(1- naphthyl) methane structure with or without substitution at the nitrogen atom of the indole ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, (N-methylpiperidin-2-yl) methyl, cyanoalkyl, (N-methylpyrrolidin-2-yl) methyl, (tetrahydropyran-4-yl)methyl, ((N-methyl)-3-morpholinyl) methyl, or 2-(4- morpholinyl) ethyl group, whether or not further substituted on the indole ring to any extent or whether or not substituted on the naphthyl group to any extent. Naphthylmethylindoles include, but are not limited to, (1-pentylindol-3-yl)(1- naphthyl) methane (JWH-175).

(c) Naphthoylpyrroles: any compound containing a 3-(1-naphthoyl) pyrrole structure with or without substitution at the nitrogen atom of the pyrrole ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, (N6methylpiperidin-2-yl) methyl, cyanoalkyl, (N-methylpyrrolidin-2-yl)methyl, (tetrahydropyran-4-yl)methyl, ((N-methyl)-3-morpholinyl)methyl, or 2-(4-morpholinyl)ethyl group, whether or not further substituted on the pyrrole ring to any extent or whether or not substituted on the naphthyl group to any extent. Naphthoylpyrroles include, but are not limited to, 1-hexyl-2-phenyl-4-(1- naphthoyl)pyrrole (JWH-147).

(d) Naphthylmethylindenes: any compound containing a naphthylmethylideneindene structure with or without substitution at the 3-position of the indene ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, (N-methylpiperidin-2-yl) methyl, cyanoalkyl, (Nmethylpyrrolidin-2-yl) methyl, (tetrahydropyran-4-yl) methyl, ((N-methyl)-3- morpholinyl) methyl, or 2-(4-morpholinyl) ethyl group, whether or not further substituted on the indene group to any extent or whether or not substituted on the naphthyl group to any extent. Naphthylmethylindenes include, but are not limited to, (1-[(3-pentyl)-1H-inden-1-ylidene) methyl] naphthalene (JWH-176).

(e) Phenylacetylindoles: any compound containing a 3-phenylacetylindole structure with or without substitution at the nitrogen atom of the indole ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, (N-methylpiperidin-2-yl) methyl, cyanoalkyl, (N-methylpyrrolidin-2-yl) methyl, (tetrahydropyran-4-yl) methyl, ((N-methyl)-3-morpholinyl) methyl, or 2-(4-morpholinyl) ethyl group, whether or not further substituted on the indole ring to any extent or whether or not substituted on the phenyl group to any extent. Phenylacetylindoles include, but are not limited to, 1-pentyl-3-(2-methoxyphenylacetyl) Indole (JWH-250), and 1-(2-cyclohexylethyl)-3-(2-methoxyphenylacetyl) indole (RCS-8); 1-pentyl-3-(2- chlorophenylacetyl) indole (JWH-203).

(f) Cyclohexylphenols: any compound containing a 2-(3-hydroxycyclohexyl) phenol structure with or without substitution at the 5-position of the phenolic ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, (N-methylpiperidin-2-yl)methyl, cyanoalkyl, (Nmethylpyrrolidin- 2-yl)methyl, (tetrahydropyran-4-yl)methyl, ((N-methyl)-3- morpholinyl) methyl, or 2-(4-morpholinyl)ethyl group, whether or not further substituted on the cyclohexyl group to any extent. Cyclohexylphenols include, but are not limited to, 5-(1,1-dimethylheptyl)-2-[(1R,3S)-3-hydroxycyclohexyl]- phenol (some trade or other names: CP-47,497) and 5-(1,1-dimethyloctyl)-2-[(1R,3S)-3-hydroxycyclohexyl]-phenol (some trade or other names: cannabicyclohexanol; CP-47,497 C8 homologue).

(g) Benzoylindoles: any compound containing a 3-(1-naphthoyl) indole structure with or without substitution at the nitrogen atom of the indole ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, (N-methylpiperidin-2-yl) methyl, cyanoalkyl, (N-methylpyrrolidin-2-yl) methyl, (tetrahydropyran-4-yl)methyl, ((N-methyl)-3-morpholinyl) methyl or 2-(4-morpholinyl) ethyl group, whether or not further substituted on the indole ring to any extent or whether or not substituted on the phenyl group to any extent. Benzoylindoles include, but arenot limited to, 1-pentyl-3-(4-methoxybenzoyl) indole (RCS-4), 1-[2-(4-morpholinyl) ethyl]-2-methyl-3-(4-methoxybenzoyl) indole (Pravadoline or WIN 48, 098).

Section 2. That Synthetic Intoxicants, Section 46-32, Declaration of Synthetic

Cannabinoids and Incense as a Public Nuisance, is hereby created and added to Chapter 46, Environment, of the City of McAlester Code of Ordinances as follows:

Section 46-32. Declaration of Synthetic Cannabinoids and Incense as a Public Nuisance. It is hereby declared by the City of McAlester that the use, possession, sale or display of all forms of Synthetic Cannabinoids and Incense as defined herein, is a public nuisance, which poses an immediate threat to the public health and safety of the citizens of the City of McAlester, Oklahoma.

Section 3. That Synthetic Intoxicants, Section 46-34, Possession, Use, Sale or Display of Synthetic Cannabinoids and Loose-leaf incense, herbal incense, granular incense, is hereby created and added to Chapter 46, Environment, of the City of McAlester Code of Ordinances as follows:

Section 46-34. Possession, Use, Sale or Display of Synthetic Cannabinoids or Incense.

(a) Pursuant to the declaration as a public nuisance of all forms of synthetic cannabinoids and incense as defined by this Section, the following activities shall deemed a violation punishable by fine as established within this Section:

(1) To appear or be upon or in any street, alley, place of business, or other public place while under the influence of synthetic cannabinoids or incense;

(2) To use, have, or possess synthetic cannabinoids/incense upon or in any street, alley, place of business, or other public place within the city;

(3)To use synthetic cannabinoids or incense in any place within the city; or

(4) To sell, display or otherwise transfer synthetic cannabinoids or incense, as defined by this section, within the City.

(b) Factors That May Be Considered in Determining Violation: In determining whether a product or sale is prohibited by this division, statements on package labeling such as "not for human consumption" shall not be considered conclusive for purpose of determining whether a violation has occurred when other relevant factors (viewed alone or in totality) indicate that the product is intended to be consumed or ingested by humans, or is a product regulated by this division. Other relevant factors that may be used to determine whether a product or sale is prohibited by this section include, but are not limited to: verbal or written representations at the point of sale regarding the purpose, methods, use, or effect of the product; aspects of the packaging or labeling suggest the user will achieve a "high," euphoria, relaxation, mood enhancement, or that the product has other effects on the body; the cost of the product is disproportionately higher than other products marketed for the same use; the product contains a warning label stating or suggesting that the product is in compliance with state laws regulating controlled substances; the product's name or packaging uses images or slang referencing an illicit street drug; illicit or underground methods of sale or delivery are employed by the seller or provider; the product resembles an illicit street drug such as cocaine, methamphetamine, or marijuana.

Section 4. That Synthetic Intoxicants, Section 46-35, Enforcement, is hereby created and added to Chapter 46, Environment, of the City of McAlester Code of Ordinances as follows:

Section 46-35. Enforcement. Any violation of this section may be enforced by any law or code enforcement officer of the City. Any Incense or Synthetic Cannabinoid, as defined by the section, may be seized and held by the City as evidence to be used in any further proceeding.

Section 5. That Synthetic Intoxicants, Section 46-36, Penalty for Violation, is hereby created and added to Chapter 46, Environment, of the City of McAlester Code of Ordinances as follows:

Section 46-36. Penalty for Violation. A person charged with a violation of this division shall upon first conviction be punished by a fine of $100.00. Upon second conviction the person shall be punished by a fine of $300.00. Upon a third and subsequent conviction, the person shall be punished by a fine of $500.00.

Section 6. CODIFICATION. Chapter 46, Section 46-32, Section 46-33, Section 46-34, Section 46-35 and Section 46-36 are hereby codified as titled to be included in Chapter 46, Environment, Article II, Nuisances in the City of McAlester Code Of Ordinances.

Section 7. REPEALER. All ordinances or parts of ordinances in direct conflict herewith are hereby repealed to the extent of the conflict.

Section 8. SEVERABILITY. Should any section, subsection, sentence, provision, clause or phrase hereof be held invalid, void or unconstitutional for any reason, such holding shall not render invalid, void or unconstitutional any other section, subsection, sentence, provisions, clause or phrase of this ordinance, and the same are deemed severable for this purpose.

Section 9. EMERGENCY CLAUSE. That an emergency is hereby declared to exist, and for the preservation 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 by the CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA this 24th day of June, 2014.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By:______________________________
Steve Harrison, Mayor

____
Cora Middleton, City Clerk

Approved as to form and legality this 24th day of June, 2014.

____
William J. Ervin, City Attorney

McAlester City Council

AGENDA REPORT

Meeting Date:	July 8, 2014	**Item Number:**	6
Department:	W.T.P. / Public Works		
Prepared By:	John C. Modzelewski, PE	**Account Code:**	
Date Prepared:	July 1, 2014	**Budgeted Amount:**	
		Exhibits:	2

Subject

Consider, and act upon, approval of Change Order No. 1, for an extension of six days to the existing contract with Garrow Construction, LLC to construct the 30-inch Water Plant Pump Header Replacement at the Water Treatment Plant.

Recommendation

Motion to approve Change Order No. 1 for the extension of time to the existing contract with Garrow Construction, LLC to construct the 30-inch Water Plant Pump Header Replacement at the Water Treatment Plant.

Discussion

This request for an extension of time includes two days due to weather and four days for miscellaneous delays including excessive groundwater, plant pump failures and working around underground electric lines. The contractor's letter requesting the extension of time is included as an exhibit with the Change Order request.

Approved By

		Initial	*Date*
Department Head		JCM	07/01/14
City Manager	P. Stasiak	PJS	07/01/14

CHANGE ORDER
No. One (1)

Date of Issuance: 6/26/2014 Effective Date: 7/8/2014

Project: 30-inch Water Plant Pump Header Replacement	Owner: City of McAlester McAlester Public Works Authority	Owners Contract No.: MC-13-03
Contract: 30-inch Water Plant Pump Header Replacement		Date of Contract: May 14, 2014
Contractor: Garrow Construction, LLC		

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

Description: Add 6 days total for weather and discovered groundwater delays

Attachments: (documents supporting change):

1. Letter from Garrow Construction dated June 23, 2014

Change in Contract Price:	Change in Contract Times:
Original Contract Price: $ 284,316.00	Original Contract Time: Calendar Days Substantial Completion: 60 days July 25, 2014
Increase from previously approved Change Orders No. ____ to No. ____. $ -	Increase from previously approved Change Orders No. ____ to No. ____. Substantial Completion: 0 days
Contract Price prior to this Change Order: $ 284,316.00	Contract Times prior to this Change Order: Substantial Completion: 60 days July 25, 2014
Increase of this Change Order: $ -	Increase of this Change Order: Substantial Completion: 6 days
Contract Price incorporating this Change Order: $ 284,316.00	Contract Times with all approved Change Orders: Substantial Completion: 66 days July 31, 2014

Recommended:	Accepted:	Accepted:
by: [signature]	by:	by: William Samson
Mehlburger Brawley Project Manager	Owner (Authorized Signature) / Title	Contractor (Authorized Signature) / Title
Date: 6/26/2014	Date:	Date: 6/26/14

REGISTERED PROFESSIONAL ENGINEER ROBERT D. VAUGHAN 21702 OKLAHOMA

Garrow Construction

McAlester 30-Inch Water Plant Pump Header Replacement
McAlester Public Works Authority
Request for Rain and Work Days

June 23, 2014

Robert Vaughan/McAlester Public Works Authority,

The rain days we had were June 12 and 23. These rain days were at the time of the 12" excavation and we would like to add **2 days** to the contract due to this.

The work days we are requesting were from the east end of the bypass where large amounts of ground water were coming out from under the clarifier due to a 6" french drain, which set us back 1 day of work. Also, we had large amounts of ground water coming from under the building on the west end, which set us back another day. The main electric line coming to the building from the south was located 8' further south, but ended up right over the 12" bypass 90% bends and valve along with concrete on top of electric. This concrete needed to be removed for the safety of the workers and we will pour the concrete back at our cost. This set us back 1 working day. The day when we were removing the two west pumps out of service for the 12" bypass set-up, one of the east pumps were down and we had to wait on the city plant workers to repair the pump for 5 hours, which set us back 1 day of work. We are requesting to add **4 days** to the contact.

I spoke with Kenneth about the west control valve. The housing is in bad shape and we need to have a look at it soon. The mag meter line that we took time out to locate a measure the pipe, which needed to be done in order for the mag meter and vault to be ordered. We are not requesting for additional working days on this, but it did put us behind on the 12" bypass schedule. The job is going quite well for Garrow Construction and we are hoping to make up this time within the next three weeks. We are looking forward to the June 26th progress meeting.

Sincerely,

Bill Garrow
Owner
Bill Garrow

P.O. Box 658 Sapulpa, OK 74067 Phone: (918) 227-1717 Fax: (918) 227-1727

McAlester City Council

AGENDA REPORT

Meeting Date:	July 8, 2014	**Item Number:**	7
Department:	Facility Main./Public Works		
Prepared By:	John C. Modzelewski, P.E.	**Account Code:**	
Date Prepared:	July 1, 2014	**Budgeted Amount:**	
		Exhibits:	3

Subject

Consider, and act, upon authorizing the Mayor to sign a service agreement with ThyssenKrupp Elevator Corporation to perform monthly scheduled maintenance on elevator equipment in McAlester City Hall, McAlester Public Library and the McAlester EXPO Center for the period from July 1, 2014 through June 30, 2015.

Recommendation

Motion to approve authorizing the Mayor to sign the service contract with ThyssenKrupp Elevator Corporation.

Discussion

ThyssenKrupp Elevator Corporation (TKE) will service the elevators at the McAlester City Hall, McAlester Public Library and the McAlester EXPO Center on a regularly scheduled basis. The technicians who perform this service utilize the latest industry methods and technology available. The technicians are supported around the clock by a team of engineers and field support experts. TKE will test the equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed.

Approved By

		Initial	*Date*
Department Head		JCM	07/01/14
City Manager	P. Stasiak		07/01/14

Platinum Service Agreement

Purchaser: CITY OF MCALESTER
PO BOX 578
MCALESTER, OK 74502-0578

Hereinafter referred to as "Purchaser", "you", and "your".

By: ThyssenKrupp Elevator Corporation
5477 South 108th East Ave.
Tulsa, OK 74146
Phone: 918-665-2040
Fax: 866-296-7714
www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

PLATINUM SERVICE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

Equipment To Be Maintained

Building Name	Building Location	Manufacturer	Type Of Unit	Unit ID	# Of Stops
S.E. EXPO CENTER	4500 HWY 270 W	Dover	Hydraulic	EG6258	2

Platinum Service Agreement

Preventative Maintenance Program
We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
  - Control and landing positioning systems
  - Signal fixtures
  - Machines, drives, motors, governors, sheaves, and wire ropes
  - Power units, pumps, valves, and jacks
  - Car and hoistway door operating devices and door protection equipment
  - Loadweighers, car frames and platforms, and counterweights
  - Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

Full Coverage Parts Repair and Replacement
ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

Maintenance Control Program
ThyssenKrupp Elevator performs service in accordance with A17.1 – 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP), ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

Quality Assurance
To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your

dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Service Requests During Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the elevator's communication device and/or from Vista Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

Overtime Service Requests

On all overtime service requests, we will absorb straight time costs for labor, and you will be responsible for the difference between the straight time costs and overtime costs for labor. Labor costs include travel time, travel expenses, and time spent on the job. Overtime service requests are performed before or after normal business working days and hours.

☐ **VIEW® (Check box if included)**

VIEW is ThyssenKrupp Elevator's customer oriented, online service activity reporting system. VIEW allows building owners and managers to monitor maintenance and service call activity. VIEW can be accessed via the Internet any time, day or night. You can "VIEW" service tickets associated with a single elevator serviced under this agreement, for all the elevators at the locations services under this agreement, or across an entire portfolio of elevator equipment that is serviced by ThyssenKrupp Elevator. Special considerations regarding VIEW are included herein.

ThyssenKrupp Elevator agrees to provide a user name and password to Purchaser via ThyssenKrupp Elevator's Internet website, www.tke-view.com, for your access to maintenance and service call activity. Purchaser's Internet availability equipment (including hardware and software) and Internet connection shall be provided by others. You acknowledge that data reported prior to January 1, 2004 may not be all-inclusive of work actually performed. Additionally, you acknowledge that any work performed by repair, modernization, and/or construction personnel may not be included or accessible in VIEW until ThyssenKrupp Elevator's PDA system for time reporting is fully deployed to all field employees. Requests for additional information and maintenance and service call activity tickets which are not generated by electronic means shall be made to your local ThyssenKrupp Elevator branch office as shown on page 1 of this agreement. ThyssenKrupp Elevator reserves the right to restrict access to this information if Purchaser's account has an outstanding unpaid balance greater than 30 days and/or if you have provided written notification of your intent to cancel our agreement and/or in the event of anticipated, pending or instigated litigation by either party.

☐ **VISTA®(Check box if included)**

VISTA Remote Monitoring is ThyssenKrupp Elevator's exclusive service for monitoring the status and performance of you elevator(s). VISTA monitors compatible equipment 24 hours per day, 7 days per week,and 365 days per year. Constantly monitor performance data on your equipment provides ThyssenKrupp Elevator the ability to respond to operational irregularities quickly and more efficiently. With VISTA, we can often dispatch a service technician to your location before any interruption in elevator service occurs. Service visits based on VISTA data will be made during normal business hours on normal business days.

☐ **ThyssenKrupp Communications® (Check box if included)**

Platinum Service Agreement

ThyssenKrupp Communications is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. ThyssenKrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding ThyssenKrupp Communications are set forth below.

☒ **Periodic Safety Testing (Check box if included)**
ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special Considerations regarding periodic safety testing are set forth below.

Product Information
You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety
You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

Other
You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us

thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance

You expressly agree to name ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

Items Not Covered

We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

Other Conditions

With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event an Attorney is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price.
The price for the services as stated in this agreement shall be One Hundred Seventy Dollars ($170.00) per month, excluding taxes, payable Quarterly in advance.

Term
This agreement is effective for Sixty (60) month(s) starting 07/01/2014 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive Sixty (60) month periods, unless either party timely serves written notice upon the other party of its intention to cancel renewal at least ninety (90) days but not more than 120 days before the end of the initial Sixty (60) month period, or at least ninety (90) days but not more than 120 days

before the end of any subsequent Sixty (60) month renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments
Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Early Payment Discount
You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

Overdue Invoices
A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

Special Considerations
No Special Considerations.

Platinum Service Agreement

Acceptance

Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties.Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	**CITY OF MCALESTER:**	**ThyssenKrupp Elevator Corporation Approval:**
By: ______ (Signature of ThyssenKrupp Elevator Representative)	By: ______ (Signature of Authorized Individual)	By: ______ (Signature of Authorized Individual)
Jeffrey Netz Sales Representative Jeffrey.Netz@thyssenkrupp.com	______ (Print or Type Name)	Gena Woodall Branch Manager
	______ (Print or Type Title)	
7-1-14 (Date Submitted)	______ (Date of Approval)	______ (Date of Approval)

Platinum Service Agreement

Purchaser: CITY OF MCALESTER
PO BOX 578
MCALESTER, OK 74502-0578

Hereinafter referred to as "Purchaser", "you", and "your".

By: ThyssenKrupp Elevator Corporation
5477 South 108th East Ave.
Tulsa, OK 74146
Phone: 918-665-2040
Fax: 866-296-7714
www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

PLATINUM SERVICE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

Equipment To Be Maintained

Building Name	Building Location	Manufacturer	Type Of Unit	Unit ID	# Of Stops
CITY HALL	28 E. WASHINGTON	MCE	Hydraulic	US3050746	2

Platinum Service Agreement

Preventative Maintenance Program
We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
  - Control and landing positioning systems
  - Signal fixtures
  - Machines, drives, motors, governors, sheaves, and wire ropes
  - Power units, pumps, valves, and jacks
  - Car and hoistway door operating devices and door protection equipment
  - Loadweighers, car frames and platforms, and counterweights
  - Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

Full Coverage Parts Repair and Replacement
ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

Maintenance Control Program
ThyssenKrupp Elevator performs service in accordance with A17.1 – 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP), ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

Quality Assurance
To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your

dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Service Requests During Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the elevator's communication device and/or from Vista Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

Overtime Service Requests

On all overtime service requests, we will absorb straight time costs for labor, and you will be responsible for the difference between the straight time costs and overtime costs for labor. Labor costs include travel time, travel expenses, and time spent on the job. Overtime service requests are performed before or after normal business working days and hours.

☐ **VIEW® (Check box if included)**

VIEW is ThyssenKrupp Elevator's customer oriented, online service activity reporting system. VIEW allows building owners and managers to monitor maintenance and service call activity. VIEW can be accessed via the Internet any time, day or night. You can "VIEW" service tickets associated with a single elevator serviced under this agreement, for all the elevators at the locations services under this agreement, or across an entire portfolio of elevator equipment that is serviced by ThyssenKrupp Elevator. Special considerations regarding VIEW are included herein.

ThyssenKrupp Elevator agrees to provide a user name and password to Purchaser via ThyssenKrupp Elevator's Internet website, www.tke-view.com, for your access to maintenance and service call activity. Purchaser's Internet availability equipment (including hardware and software) and Internet connection shall be provided by others. You acknowledge that data reported prior to January 1, 2004 may not be all-inclusive of work actually performed. Additionally, you acknowledge that any work performed by repair, modernization, and/or construction personnel may not be included or accessible in VIEW until ThyssenKrupp Elevator's PDA system for time reporting is fully deployed to all field employees. Requests for additional information and maintenance and service call activity tickets which are not generated by electronic means shall be made to your local ThyssenKrupp Elevator branch office as shown on page 1 of this agreement. ThyssenKrupp Elevator reserves the right to restrict access to this information if Purchaser's account has an outstanding unpaid balance greater than 30 days and/or if you have provided written notification of your intent to cancel our agreement and/or in the event of anticipated, pending or instigated litigation by either party.

☐ **VISTA®(Check box if included)**

VISTA Remote Monitoring is ThyssenKrupp Elevator's exclusive service for monitoring the status and performance of you elevator(s). VISTA monitors compatible equipment 24 hours per day, 7 days per week,and 365 days per year. Constantly monitor performance data on your equipment provides ThyssenKrupp Elevator the ability to respond to operational irregularities quickly and more efficiently. With VISTA, we can often dispatch a service technician to your location before any interruption in elevator service occurs. Service visits based on VISTA data will be made during normal business hours on normal business days.

☐ **ThyssenKrupp Communications® (Check box if included)**

Platinum Service Agreement

ThyssenKrupp Communications is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. ThyssenKrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding ThyssenKrupp Communications are set forth below.

☒ **Periodic Safety Testing (Check box if included)**
ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special Considerations regarding periodic safety testing are set forth below.

Product Information
You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety
You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

Other
You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us

thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance

You expressly agree to name ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

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We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

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With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Platinum Service Agreement

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Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event an Attorney is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

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before the end of any subsequent Sixty (60) month renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments
Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Early Payment Discount
You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

Overdue Invoices
A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

Special Considerations
No Special Considerations.

Platinum Service Agreement

Acceptance

Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties.Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	CITY OF MCALESTER:	ThyssenKrupp Elevator Corporation Approval:
By: ______ (Signature of ThyssenKrupp Elevator Representative) Jeffrey Netz Sales Representative Jeffrey.Netz@thyssenkrupp.com 7-1-14 (Date Submitted)	By: ______ (Signature of Authorized Individual) ______ (Print or Type Name) ______ (Print or Type Title) ______ (Date of Approval)	By: ______ (Signature of Authorized Individual) Gena Woodall Branch Manager ______ (Date of Approval)

Platinum Service Agreement

Purchaser: CITY OF MCALESTER
PO BOX 578
MCALESTER, OK 74502-0578

Hereinafter referred to as "Purchaser", "you", and "your".

By: ThyssenKrupp Elevator Corporation
5477 South 108th East Ave.
Tulsa, OK 74146
Phone: 918-665-2040
Fax: 866-296-7714
www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

PLATINUM SERVICE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

Equipment To Be Maintained

Building Name	Building Location	Manufacturer	Type Of Unit	Unit ID	# Of Stops
MCALESTER LIBRARY	401 N SECOND AVENUE	TKE	Hydraulic	FP5447	3

Platinum Service Agreement

Preventative Maintenance Program
We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
  - Control and landing positioning systems
  - Signal fixtures
  - Machines, drives, motors, governors, sheaves, and wire ropes
  - Power units, pumps, valves, and jacks
  - Car and hoistway door operating devices and door protection equipment
  - Loadweighers, car frames and platforms, and counterweights
  - Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

Full Coverage Parts Repair and Replacement
ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

Maintenance Control Program
ThyssenKrupp Elevator performs service in accordance with A17.1 – 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP), ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

Quality Assurance
To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your

dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Service Requests During Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the elevator's communication device and/or from Vista Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

Overtime Service Requests

On all overtime service requests, we will absorb straight time costs for labor, and you will be responsible for the difference between the straight time costs and overtime costs for labor. Labor costs include travel time, travel expenses, and time spent on the job. Overtime service requests are performed before or after normal business working days and hours.

☐ **VIEW® (Check box if included)**

VIEW is ThyssenKrupp Elevator's customer oriented, online service activity reporting system. VIEW allows building owners and managers to monitor maintenance and service call activity. VIEW can be accessed via the Internet any time, day or night. You can "VIEW" service tickets associated with a single elevator serviced under this agreement, for all the elevators at the locations services under this agreement, or across an entire portfolio of elevator equipment that is serviced by ThyssenKrupp Elevator. Special considerations regarding VIEW are included herein.

ThyssenKrupp Elevator agrees to provide a user name and password to Purchaser via ThyssenKrupp Elevator's Internet website, www.tke-view.com, for your access to maintenance and service call activity. Purchaser's Internet availability equipment (including hardware and software) and Internet connection shall be provided by others. You acknowledge that data reported prior to January 1, 2004 may not be all-inclusive of work actually performed. Additionally, you acknowledge that any work performed by repair, modernization, and/or construction personnel may not be included or accessible in VIEW until ThyssenKrupp Elevator's PDA system for time reporting is fully deployed to all field employees. Requests for additional information and maintenance and service call activity tickets which are not generated by electronic means shall be made to your local ThyssenKrupp Elevator branch office as shown on page 1 of this agreement. ThyssenKrupp Elevator reserves the right to restrict access to this information if Purchaser's account has an outstanding unpaid balance greater than 30 days and/or if you have provided written notification of your intent to cancel our agreement and/or in the event of anticipated, pending or instigated litigation by either party.

☐ **VISTA®(Check box if included)**

VISTA Remote Monitoring is ThyssenKrupp Elevator's exclusive service for monitoring the status and performance of you elevator(s). VISTA monitors compatible equipment 24 hours per day, 7 days per week,and 365 days per year. Constantly monitor performance data on your equipment provides ThyssenKrupp Elevator the ability to respond to operational irregularities quickly and more efficiently. With VISTA, we can often dispatch a service technician to your location before any interruption in elevator service occurs. Service visits based on VISTA data will be made during normal business hours on normal business days.

☐ **ThyssenKrupp Communications® (Check box if included)**

Platinum Service Agreement

ThyssenKrupp Communications is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. ThyssenKrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding ThyssenKrupp Communications are set forth below.

☒ **Periodic Safety Testing (Check box if included)**
ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special Considerations regarding periodic safety testing are set forth below.

Product Information
You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety
You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

Other
You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us

thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance

You expressly agree to name ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

Items Not Covered

We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

Other Conditions

With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Platinum Service Agreement

Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event an Attorney is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price.

The price for the services as stated in this agreement shall be One Hundred Seventy Dollars ($170.00) per month, excluding taxes, payable Quarterly in advance.

Term

This agreement is effective for Sixty (60) month(s) starting 07/01/2014 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive Sixty (60) month periods, unless either party timely serves written notice upon the other party of its intention to cancel renewal at least ninety (90) days but not more than 120 days before the end of the initial Sixty (60) month period, or at least ninety (90) days but not more than 120 days

before the end of any subsequent Sixty (60) month renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments
Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Early Payment Discount
You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

Overdue Invoices
A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

Special Considerations
No Special Considerations.

Platinum Service Agreement

Acceptance

Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties.Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	CITY OF MCALESTER:	ThyssenKrupp Elevator Corporation Approval:
By: ____________ (Signature of ThyssenKrupp Elevator Representative)	By: ____________ (Signature of Authorized Individual)	By: ____________ (Signature of Authorized Individual)
Jeffrey Netz Sales Representative Jeffrey.Netz@thyssenkrupp.com	____________ (Print or Type Name)	Gena Woodall Branch Manager
	____________ (Print or Type Title)	
7-1-14 (Date Submitted)	____________ (Date of Approval)	____________ (Date of Approval)

McAlester City Council

AGENDA REPORT

Meeting Date:	July 8, 2014	**Item Number:**	8
Department:	Public Works - Engineering		
Prepared By:	John C. Modzelewski, PE	**Account Code:**	
Date Prepared:	July 1, 2014	**Budgeted Amount:**	
		Exhibits:	1

Subject

Discussion, update and possible action, on CIP#3, Second Street Improvements, including design of road and infrastructure improvements for a segment of Second Street from Modoc Avenue to Comanche Avenue. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

Recommendation

The recommendation to approve extending the northern terminus approximately nine hundred linear feet from Comanche Avenue to the canal. This will include the drainage required for the project. It will also allow the replacement of the existing ten-inch water main. If necessary, after videoing the sewer line in this area, the sewer line will be replaced also.

Discussion

This project includes the design of road and infrastructure improvements for a segment of Second Street from Comanche Avenue to Modoc Avenue. The Preliminary Geotechnical Report shows the need for an under drain system to intercept the groundwater and minimize the flow of groundwater under the road pavement. The only way to connect the under drain system to the existing storm drainage system is to install approximately nine hundred feet of 36-inch RCP and run it to the existing canal under Second Street. The alignment will be in the existing pavement of Second Street and would result in a patch approximately eight to ten feet wide. After discussing with staff, the consulting engineers have recommended also replacing the water line, milling three inches of pavement, and finishing off the road segment with three inches of asphalt.

Approved By

		Initial	*Date*
Department Head		JCM	07/01/14
City Manager	P. Stasiak	PJS	07/01/14

MEHLBURGER BRAWLEY

Opinion of Probable Construction Cost		
City of McAlester		
6/13/2014		
Page 1 of 1	Project # McAlester	

2nd Street from Comanche to Canal - 3" Mill and Overlay

Item	Description	Unit	Qty	Unit Price	Total Price
1	Base Repair-If Required (Assume 10%) Agg Base Type A	CY	400	$ 70.00	$ 28,000.00
2	Tack Coat	Gal	285	$ 3.00	$ 855.00
3	Prime Coat	Gal	95	$ 5.00	$ 475.00
4	Driving Surface (Superpave S4 - 3")	Ton	600	$ 120.00	$ 72,000.00
5	Contingency (10%)	LS	1	$ 10,133.00	$ 10,133.00
				Construction Total	**$ 111,463.00**

The costs shown are estimated costs and represent our best judgment; however these estimated costs are not guarantees that the actual costs will not vary from these estimated costs.

MEHLBURGER BRAWLEY

Opinion of Probable Construction Cost		
City of McAlester		
6/13/2014		
Page 1 of 1	Project # McAlester	

2nd Street from Comanche to Canal - 10" Water Line

Item	Description	Unit	Qty	Unit Price	Total Price
1	10" Water Line Replacement	LF	900	$ 45.00	$ 40,500.00
2	10" x 10" Connection	EA	2	$ 5,000.00	$ 10,000.00
3	10" Valve	EA	3	$ 4,000.00	$ 12,000.00
4	Long Service Connections	EA	12	$ 1,000.00	$ 12,000.00
5	Short Service Connections	EA	5	$ 550.00	$ 2,750.00
6	Contingency (10%)	LS	1	$ 7,725.00	$ 7,725.00
				Construction Total	**$ 84,975.00**

The costs shown are estimated costs and represent our best judgment; however these estimated costs are not guarantees that the actual costs will not vary from these estimated costs.

Council Chambers
Municipal Building
June 24, 2014

The McAlester Airport Authority met in a Regular session on Tuesday, June 24, 2014, at 6:00 P.M. after proper notice and agenda was posted June 19, 2014.

Present: Weldon Smith, John Titsworth, Travis Read, Robert Karr, Buddy Garvin, Jason Barnett & 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 June 10, 2014, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item B, regarding claims ending June 16, 2014. *(Toni Ervin, Chief Financial Officer)* in the amount of $2,626.84.

- Confirm action taken on City Council Agenda Item I, authorizing the Mayor to sign an agreement for one year between the City of McAlester and McAlester Regional Health Center Authority for the full use of the MRHC's Wellness Center. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 9, TO ADOPT AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING SECTION 2-69, BOARD OF ETHICS, AND DECLARING AN EMERGENCY. *(Councilman Travis Read, Ward 3)*

- Confirm action taken on City Council Agenda Item 10, TO ADOPT AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING SECTION 2-68, CONFLICT OF INTEREST, AND DECLARING AN EMERGENCY. *(Councilman Travis Read, Ward 3)*

- Confirm action taken on City Council Agenda Item 11, TO ADOPT AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING CHAPTER 46, ENVIRONMENT, ARTICLE II, NUISANCES, ADDING DEFINITIONS, TO THE CITY OF MCALESTER CODE OF ORDINANCES; ADDING SECTION 46-33, DECLARATION OF SYNTHETIC CANNABINOIDS AND INCENSE AS A PUBLIC NUISANCE; ADDING SECTION 46-32, POSSESSION, USE, SALE OR DISPLAY OF SYNTHETIC

CANNABINOIDS AND INCENSE; BY ADDING SECTION 46-34, ENFORCEMENT; ADDING SECTION 46-35, PENALTY FOR VIOLATION BY ADDING SECTION 46-36; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND FURTHER DECLARING AN EMERGENCY. *(Councilman Travis Read, Ward 3)*

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

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

Chairman Harrison declared the motion carried.

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

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

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

Chairman Harrison declared the motion carried.

ATTEST: ______________________________
Steve Harrison, Chairman

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Cora Middleton, Secretary

Council Chambers
Municipal Building
June 24, 2014

The McAlester Public Works Authority met in a Regular session on Tuesday, June 24, 2014, at 6:00 P.M. after proper notice and agenda was posted June 19, 2014.

Present: Weldon Smith, Travis Read, Robert Karr, Buddy Garvin, John Titsworth, Jason Barnett & 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 June 10, 2014, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item B, regarding claims ending June 16, 2014. *(Toni Ervin, Chief Financial Officer)* in the amount of $110,534.23.

- Confirm action taken on City Council Agenda Item G, authorizing the Mayor to sign a Public Works Project (PPWA) Contract between the Oklahoma Department of Corrections and the City of McAlester. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item I, authorizing the Mayor to sign an agreement for one year between the City of McAlester and McAlester Regional Health Center Authority for the full use of the MRHC's Wellness Center. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 1, a request from Allied Waste/Republic Services increasing the solid waste collection rate for Residential and Commercial customers by 1.98% based on the increase in the CPI for Urban Wage Earners and Clerical Workers "All Items Index" Midwest Region, Size Class D (50,000 or less) and the U.S. City Average, other Motor Fuels as of April 2013. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 2, a Resolution supporting the Meadows at McAlester, Limited Partnership's application for an allocation of 2014 Affordable Housing Tax Credits and HOME Funds from the Oklahoma Housing Finance Agency (OHFA); adopting a site specific Affordable Housing Revitalization Plan; and authorizing a monetary contribution from Economic Development funds in the amount of $14,001. *(Leroy Alsup, Director of Community and Economic Development)*

- Confirm action taken on City Council Agenda Item 3, an Ordinance amending the general zoning ordinance and accompanying map thereto known as General Zoning

Ordinance No. 1843 (1989), by changing the classifications of the zoning district for Lots 1, 2, 3, 4, and 5, in Block 660; and Shawnee Avenue adjacent to Lots 1, 2, 3, 4, and 5, in block 660 and Lots 6, 7, 8, 9 and 10 in Block 654; and Lots 6, 7, 8, 9 and 10 in Block 654; and the Alley adjacent to Lots 6, 7, 8, 9 and 10 in Block 654 and Lots 1, 2, 3, 4 and 5 in Block 654; and the Southerly 55.0 feet of Lots 1, 2, 3, 4 and 5, in Block 654; all in the City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma from R1-B (single-family residential district) to R-3 (multi-family dwelling district). *(Leroy Alsup, Director of Community and Economic Development)*

- Confirm action taken on City Council Agenda Item 5, authorizing the Mayor to sign agreement with Jordan Carris Insurance for Renewal of Excess Worker's Compensation Insurance coverage. *(Toni Ervin, CFO)*

- Confirm action taken on City Council Agenda Item 9, TO ADOPT AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING SECTION 2-69, BOARD OF ETHICS, AND DECLARING AN EMERGENCY. *(Councilman Travis Read, Ward 3)*

- Confirm action taken on City Council Agenda Item 10, TO ADOPT AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING SECTION 2-68, CONFLICT OF INTEREST, AND DECLARING AN EMERGENCY. *(Councilman Travis Read, Ward 3)*

- Confirm action taken on City Council Agenda Item 11, TO ADOPT AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING CHAPTER 46, ENVIRONMENT, ARTICLE II, NUISANCES, ADDING DEFINITIONS, TO THE CITY OF MCALESTER CODE OF ORDINANCES; ADDING SECTION 46-33, DECLARATION OF SYNTHETIC CANNABINOIDS AND INCENSE AS A PUBLIC NUISANCE; ADDING SECTION 46-32, POSSESSION, USE, SALE OR DISPLAY OF SYNTHETIC CANNABINOIDS AND INCENSE; BY ADDING SECTION 46-34, ENFORCEMENT; ADDING SECTION 46-35, PENALTY FOR VIOLATION BY ADDING SECTION 46-36; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND FURTHER DECLARING AN EMERGENCY. *(Councilman Travis Read, Ward 3)*

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

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

Chairman Harrison declared the motion carried.

Mr. Smith moved to confirm action taken on New Business items acknowledging that an Emergency existed and awarding of contract in the amount of $48,500.00 to Mehlburger-Brawley for Engineering Services on South Main Water Main Replacement Project. The motion was seconded by Mr. Read. There was no discussion, and the vote was taken as follows:

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

Chairman Harrison declared the motion carried.

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

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

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary